

CONTRACT FOR SERVICES

Cost Center Name: _____

Cost Center #: _____

Contract #: _____

THIS IS A CONTRACT BETWEEN

Name: The Nature Conservancy

Address: 675 Lollar Lane, Fayetteville, AR 72701

Name and Title of Contact: Ethan Inlander, Ozark Rivers Program Director

Telephone: 479-973-9110

(HEREAFTER "**THE CONSERVANCY**") and:

Name: The City of Jonesboro, AR (Parks and Recreation)

Address: 1212 S. Church Street, Jonesboro, AR 72401

Name and Title of Contact: Jason Wilkie, Director

Telephone: 870-933-4604

Social Security or Taxpayer ID #: _____

(HEREAFTER "**City**").

THE CONSERVANCY AND THE CITY AGREE AS FOLLOWS:

1. **CONSERVANCY'S DUTIES.** The Conservancy agrees to perform the services described in Attachment A as an independent contractor:

2. **PAYMENTS.**

A. **Compensation:** For all of the services described above and all goods and materials supplied by the Conservancy, the City shall pay the Conservancy a total of \$15,500.

Payments will be made according to the following schedule:

Upon completion of each deliverable, an invoice may be submitted no more frequently than monthly for the following:

1) Community Member Interviews	\$1,000
2) Science Advisory Committee (SAC) Meeting I	\$1,500
3) GIS Analysis	\$8,500
4) SAC Meeting II	\$1,500
5) Field Assessments	\$1,000
6) Final Report and Presentations	\$2,000

B. **Terms of Payment:** The City shall pay the Conservancy promptly upon receipt of invoice.

3. **LIABILITY.** The City agrees to indemnify and hold the Conservancy harmless for any and all liability or loss arising in any way out of the performance of this contract.

4. **TERMINATION AND REMEDIES.** Either party may terminate this contract with thirty (30) days written notice given to the other party. In the event of termination, the City shall pay to the Conservancy for the work performed and reasonable costs and obligations incurred by the Conservancy up to the date of termination (including unperformed obligations under any subcontracts executed by the Conservancy). In addition, if the City defaults in payment under this contract, the Conservancy may immediately terminate this contract and may be entitled to damages from the City.

5. **INDEPENDENT CONTRACTOR.** The parties intend that an independent contractor-client relationship will be created by this contract. The conduct and control of the work will lie solely within the purview of the Conservancy. The Conservancy is not to be considered an agent or employee of the City for any purpose, and no joint venture or principal-agent relationship exists. Neither the Conservancy nor the City shall have any right, power, or authority to create any obligation, expressed or implied, on behalf of the other.

6. **OWNERSHIP OF DOCUMENTS AND DATA:** Any reports, studies, photographs (and negatives), computer programs, drawings, writings or other similar works or documents, along with all supporting data and material (collectively the "Works"), produced under this contract are considered to be products of a collaboration between the Conservancy and the City. Therefore, both parties shall have joint ownership in all rights, title and interest to and including the rights of copyright in the Works. The City and the Conservancy shall have the right to use, publish, or distribute the Works without the approval of the other party, provided that each party shall acknowledge that the other party contributed to the production of the Works.

7. **NOTICES.** Any notice required by this contract shall be sent certified mail, return receipt requested, to the parties at the addresses set out above.

8. **BINDING EFFECT/AMENDMENTS.** This contract shall become binding when signed by the parties. This contract contains the entire agreement of the parties and no amendment shall be effective except in writing signed by both parties.

THE NATURE CONSERVANCY

By: Douglas Zollner
Name: Douglas Zollner
Title: Director of Conservancy

Attachment A

TNC Scope of Work Jonesboro Forest Assessment

1) Community Member Interviews

The City of Jonesboro (City) will conduct interviews with local community members to help determine the factors (indices) to include in the ecological and threat models, and the relative importance (weight) of each factor.

- The Nature Conservancy (TNC) will work with City staff to develop the interview protocol and support materials. The City will conduct, document, and summarize the results of the interviews.
- TNC will provide the City with a list of potential ecological model indices that are feasible to generate from available GIS data.
- TNC will provide the City with a list of potential threat model indices that are feasible to generate from available GIS data.

2) Science Advisory Committee (SAC) Meeting I

TNC will assist the City in preparing for and in conducting the first SAC meeting.

- Prior to the meeting, TNC will work with the City to prepare the invitation, agenda, and background materials for SAC members.
- During the meeting, TNC will give a background presentation to SAC members covering similar past projects, the general methodological approach, known GIS data sources and assumptions, potential ecological model indices, and potential threat model indices.
- TNC will solicit feedback from the SAC regarding additional available GIS datasets, and other appropriate indices for the models.
- The City will present the results of the community member interviews.
- TNC will lead a discussion which will result in the final determination of the study area (SA) boundary, the units of assessment (UA) (parcels and/or subwatersheds), and appropriate stratification levels (i.e. wards, city boundary, planning area, subwatersheds, etc).
- TNC will lead a discussion which will result in the final determination of the indicators comprising the ecological model, and their relative weights.
- TNC will lead a discussion which will result in the final determination of the indicators comprising the threat model, and their relative weights.

3) GIS Analysis

TNC will implement the GIS analysis.

- TNC will collect the necessary GIS layers for developing the ecological and threat models.
- TNC will implement all necessary data processing and calculations to generate all indices predetermined at the SAC Meeting.
- TNC will apply expert weights and aggregate indices to produce index and model scores.
- TNC will prepare a ranking of scores and stratify results according to agreed upon levels.

- TNC will consult the SAC members by phone or email if additional assistance is needed during the analysis phase.
- TNC will thoroughly document all processing and analysis steps implemented, and will write up the methodology and results.

4) SAC Meeting II

TNC will assist the City in preparing for and in conducting the second SAC meeting.

- Prior to the meeting, TNC will work with the City to prepare the invitation, agenda, and background materials for SAC members.
- TNC will present the methodology and results to the SAC. The presentation will include the top 10 to 20 specific properties in the conservation ranking.
- SAC members will add important areas to the top 10 to 20 list if they were not identified by the models.
- TNC, the City and the SAC will determine a field assessment protocol for the revised top 10 to 20 list.

5) Field Assessments

TNC will assist in conducting field assessments of top sites

- TNC will accompany City, SAC, ASU students, or other participants for the first field assessment. This field day will be the day following the SAC Meeting II
- City, SAC, ASU students, or other participants will complete the remaining field assessments

6) Final Report and Presentations

TNC will assist the City in preparing the final report and presenting the project.

- TNC will write portions of the final report related to the GIS methodology and results, and field inventory.
- TNC will provide photo and map images for the report.
- The City will compile the report and write the other portions of the report.
- TNC will assist the City in presenting the project to the Jonesboro City Council, and / or other appropriate audiences.

BUDGET

The contract will be based on fixed-price deliverables, which will cover costs for personnel, travel, supplies, and overhead.

1) Community Member Interviews	\$1,000
2) Science Advisory Committee (SAC) Meeting I	\$1,500
3) GIS Analysis	\$8,500
4) SAC Meeting II	\$1,500
5) Field Assessments	\$1,000
6) Final Report and Presentations	\$2,000
TOTAL	\$15,500