

## **CONSULTING AGREEMENT**

This Agreement is made effective as of August 3, 2011, by and between City of Jonesboro, Arkansas, 519 West Washington Avenue, Jonesboro, Arkansas 72401, and JQUAD PLANNING GROUP LLC., 14683 Midway Road, Suite 210, Addison, Texas 75001.

In this Agreement, the party who is contracting to receive services shall be referred to as "City of Jonesboro", or "City" and the party who will be providing the services shall be referred to as "JQUAD PLANNING GROUP" or "JQUAD".

JQUAD has a background in Community Development, Real Estate Development, Urban Planning, Comprehensive Plans and Zoning, Consolidated Plans, Development and Predevelopment Feasibility Studies, and Fair Housing, and is willing to provide services to the City based on this background.

City of Jonesboro desires to have services provided by JQUAD.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on August 3, 2011, JQUAD will provide the following services, (collectively the "Services"): Performance of a citywide Property Conditions Survey, Neighborhood Evaluations, and Housing Needs Assessment. See Attachment 1: Proposal Dated April 2011, which is incorporated herein by reference. JQUAD agrees to complete the Services in accordance with the aforementioned proposal.
2. PAYMENT. City of Jonesboro will pay a fee to JQUAD in the amount of \$79,200 for services provided by JQUAD. This fee will be paid in monthly installments based upon completed services outlined in the Work Plan on pages 31 and 32 of the Proposal submitted by JQUAD and attached to this agreement

by "reference". Invoices will be submitted monthly by JQUAD and Installment payments by the City shall be payable upon receipt of each invoice. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that JQUAD shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which JQUAD has not yet been paid.

3. TERM/TERMINATION. This Agreement shall terminate upon completion by CONSULTANT of services or any party to this Contract may terminate the Contract by giving the other party written notice of said intention to terminate at least seven (7) days before the date of termination.

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

**MAYOR HAROLD PERRIN**

City of Jonesboro  
515 W. Washington Ave.  
Jonesboro, AR 72401

**J-QUAD PLANNING GROUP**

Attn: Mr. James E. Gilleylen, President  
14683 Midway Road, Suite 210A  
Addison, Texas 75001

4. RELATIONSHIP OF PARTIES. It is understood by the parties that JQUAD is an independent contractor with respect to the City of Jonesboro, and not an employee of the City. The City of Jonesboro will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of JQUAD.

5. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

**Company:**

City of Jonesboro  
515 West Washington Avenue  
Jonesboro, Arkansas 72401

**Consultant:**

J-QUAD PLANNING GROUP, LLC  
James E. Gilleylen, President  
P. O. Box 803288  
Dallas, Texas 75380

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

6. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

7. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

8. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

9. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

10. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Arkansas.

11. J-QUAD PLANNING GROUP will not engage or employ any party on behalf of the City without the prior written approval of the City of Jonesboro.

**City of Jonesboro, Arkansas**

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Mayor Harold Perrin

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Donna Jackson, City Clerk

**JQUAD PLANNING GROUP, LLC**

By: \_\_\_\_\_

James Gilleylen, President