



## **CITY OF JONESBORO**

### **CONTRACT FOR SERVICES**

**AGREEMENT**, entered this first day of January 2005 by and between **Harry Hardwick** and the City of Jonesboro, now, whereas: **Harry Hardwick** is in the business of acquiring right of ways for street improvements and other construction and whereas; the City of Jonesboro is desirous of obtaining such services; **KNOW THEREFORE, FOR AND IN CONSIDERATION OF** the payment of \$1,000.00 (one thousand dollars) twice monthly for twelve months, **Harry Hardwick** agrees to acquire the desired right of ways for the City of Jonesboro.

#### **W-I-T-N-E-S-S-E-T-H**

1. **TERM.** This Contract shall continue in full force and effect for a period of twelve (12) months from the date subscribed herein, until 01-01-2006. This Contract is based on an average of twenty hours per work week.
2. **PLACE OF PERFORMANCE.** This Contract shall be performed within the city limits of Jonesboro, Arkansas, at the request of the Mayor or his duly authorized officer.
3. **AUTHORIZATION.** The Mayor or his duly authorized officer of the City of Jonesboro hereto does authorize Harry Hardwick to perform all necessary and requested acquisitions of desired right of way.
4. **INDEPENDENT CONTRACTOR.** The parties hereto do understand and agree that Harry Hardwick is an Independent Contractor, not an employee of the City of Jonesboro. That neither party has the right or authority to direct or control the other or the agents in the performance of duties and each agrees to indemnify and hold the other harmless for any liability arising from their acts.
5. **ASSIGNMENT.** This Contract is only assignable with the written consent of the parties hereto.
6. **GOVERNING LAW.** This Contract shall be governed by the Laws of the State of Arkansas.
7. **TOTAL INCORPORATION.** This agreement is the entire agreement between the parties and may only be modified by mutual agreement in writing.
8. **SAVINGS CLAUSE.** This agreement and individual covenants and conditions set forth herein shall be severable. In the event that any provisions shall be held void, illegal or in conflict with applicable State or Federal Law, the remaining provisions shall remain in full force and effect.
9. **WITHDRAWAL.** Either party may withdraw from the contract at any time, for any reason.

10. CONTRACTOR. Contractor shall furnish personal phone and vehicle and be paid \$450.00 (four hundred fifty dollars) per month for expenses.
11. NOTICES. Any necessary written notice as communications shall be directed as follows:

HARRY HARDWICK  
900 Marjorie Drive  
Jonesboro, AR 72401

CITY OF JONESBORO  
ATTN: Mayor Doug Formon  
515 W. Washington Avenue  
Jonesboro, AR 72401

In Witness Whereas, the parties hereto have set their hands and seals this 5<sup>th</sup>  
day of January, 2005.

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

Subscribed and sworn to before me a Notary Public this 5<sup>th</sup> day of January, 2005.

Shirley A. Watkins  
NOTARY PUBLIC

My commission expires: 2/04/2010

