

Donna Jackson

From: Myra Story
Sent: Friday, February 17, 2006 10:52 AM
To: Donna Jackson
Subject: CONTRACT FOR SERVICES

CONTRACT FOR SERVICES

AGREEMENT, entered this 17th day of February, 2006, by and between Thomas L. Lloyd, Jr. and the City of Jonesboro, now whereas; **Thomas L. Lloyd, Jr.** is in the business of working on traffic signals as directed by the City of Jonesboro Street Superintendent, and whereas; the City of Jonesboro is desirous of obtaining such services; **KNOW THEREFORE, FOR AND IN CONSIDERATION OF** the payment of Thirty Five Dollars per hour (\$35.00/hr) for each hour worked, **Thomas L. Lloyd, Jr.** agrees to be on call when the City of Jonesboro's signal personnel are out of town for training or for such other times as deemed necessary by the Street Superintendent.

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 02-21-2007.
2. **PLACE OF PERFORMANCE.** This Contract shall be performed within the city limits of Jonesboro, Arkansas, at the request of the Street Department.
3. **AUTHORIZATION.** The duly authorized officer of the City of Jonesboro hereto does authorize Thomas L. Lloyd, Jr. to perform all necessary work to maintain proper signal operation.
4. **INDEPENDENT CONTRACTOR.** The parties hereto do understand and agree that Thomas L. Lloyd, Jr. 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. To furnish labor at a rate of Thirty Five Dollars per hour (\$35.00/hr) while working on signal problems.

11. CITY OF JONESBORO. To furnish Thomas L. Lloyd, Jr. a mobile phone and vehicle during times when services are needed.

12. NOTICES. Any necessary written notice as communications shall be directed as follows:

THOMAS L. LLOYD, JR.
2010 ROSEMOND AVE
JONESBORO, AR 72401

CITY OF JONESBORO
ATTN: Teddy Hooton
P.O. BOX 1845
628 BURKE AVENUE
JONESBORO, AR 72403

IN WITNESS WHEREAS, the parties hereto have set their hands and seals this _____ day of February, 2006.

Thomas L. Lloyd, Jr.

Teddy Hooton, Street Superintendent

*STATE OF ARKANSAS
COUNTY OF CRAIGHEAD*

Subscribed and sworn to before me a Notary Public this _____ day of February, 2006.

Notary Public

My commission expires: _____