

**CITY OF  
JONESBORO**

**CONTRACT FOR SERVICES**

**AGREEMENT**, entered this 26<sup>th</sup> day of July 2006, by and between **Joe Tomlinson** and the City of Jonesboro, now whereas: **Joe Tomlinson** is knowledgeable and qualified to review Flood Plan Management issues of the City of Jonesboro on an interim basis, and whereas; the City of Jonesboro is desirous of obtaining such services; **KNOW THEREFORE, FOR AND IN CONSIDERATION OF** the payment of \$2,411.78 per month (\$1,205.89 per pay period) for an indefinite interim period to be determined by the Mayor, **Joe Tomlinson** agrees to perform these services at the rate of 20 plus hours per week 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 to be determined by the Mayor of the City of Jonesboro.
2. **PLACE OF PERFORMANCE.** This contract shall be performed within the city limits of Jonesboro.
3. **AUTHORIZATION.** The duly authorized officer of the City of Jonesboro hereto does authorize Joe Tomlinson to perform all necessary services in reviewing flood plan management issues as needed on an interim basis.
4. **INDEPENDENT CONTRACTOR.** The parties hereto do understand and agree that Joe Tomlinson 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. **REPORTING STRUCTURE.** Independent Contractor Joe Tomlinson shall report directly to the Public Works Director/City Engineer. Any special needs or requests for approval of projects as well as requests for support staff shall be directed to the Public Works Director/City Engineer.
6. **ASSIGNMENT.** This contract is only assignable with the written consent of the parties hereto.
7. **GOVERNING LAW.** This contract shall be governed by the Laws of the State of Arkansas.

8. TOTAL INCORPORATION. This agreement is the entire agreement between the parties and may only be modified by mutual agreement in writing.
9. 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.
10. WITHDRAWAL. Either party may withdraw from the contract at any time, for any reason.
11. NOTICES. Any necessary written notice as communications shall be directed as follows:

JOE TOMLINSON  
207 Hillpoint Cove  
Jonesboro, AR 72401

CITY OF JONESBORO  
Attn: Mayor Doug Formon  
515 West Washington  
Jonesboro, AR 72401

In Witness Whereas, the parties hereto have set their hands and seals this 26<sup>th</sup> day of July, 2006.

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

Subscribed and sworn to before me a Notary Public this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_