

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 Zellner*
Name: *Douglas Zellner*
Title: *Director of Conservancy*