

MEMORANDUM OF AGREEMENT

This agreement is made and entered into this 22 day of May 2003, by and between the City of Jonesboro, Arkansas, party of the first part, hereinafter called the COOPERATOR and Condrey and Associates, Inc., party of the second part, hereinafter called the CONSULTANT. All obligations under this agreement will be performed by Condrey and Associates, Inc.

WITNESSETH, inasmuch as the COOPERATOR is desirous of setting up a cooperative service with Condrey and Associates and inasmuch as the CONSULTANT is willing to undertake and conduct such a cooperative service, the purpose of this agreement is to establish the terms and conditions under which such a cooperative service will be accomplished pursuant to the conditions herein set forth.

The CONSULTANT is an independent contractor. Furthermore, the parties hereto agree that any information gathered from the COOPERATOR of its employees, and the documents prepared therefrom, shall be the property of the COOPERATOR. They shall remain confidential and shall not be used by CONSULTANT other than in its duties and responsibilities hereunder.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, it is agreed as follows:

Section I

Condrey and Associates will:

a. Carry on the cooperative service onsite and in the offices of Condrey and Associates substantially as set forth in the attached outline marked "Appendix A" and made a part of this agreement.

b. Preserve all of its records bearing upon the amounts payable under this agreement, and further agrees that any specifically authorized representative of the COOPERATOR shall, until the expiration of one year after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Condrey and Associates involving transactions related to this agreement.

Section II

COOPERATOR will pay Condrey and Associates a **fixed fee** of \$37,500 upon receipt of invoices. This amount will be paid in two equal installments, within twenty (20) days of receipt of billing. The invoices should be directed to: Ms. Suzanne Hackney, Director of Human Resources, City of Jonesboro, 515 West Washington, Jonesboro, AR 72401. The billings shall occur on May 21, 2003, and August 1, 2003.

Section III

The term of this agreement shall be from May 21, 2003 through August 31, 2003. However, it may be terminated by either party by written notice of such intent submitted 90 days in advance. In the event of such termination, the COOPERATOR will pay Condrey and Associates a prorated portion of the upcoming installment consistent with the revised termination date. Condrey and Associates will continue to work on the project until the revised termination date and will provide to the COOPERATOR interim findings and summary notes that reflect the status of the project at the time of revised termination.

Section IV

This agreement may be modified at any time by mutual consent of the parties hereto.
Any modification hereto shall be in writing and signed by both parties.

Section V

Neither party to this agreement will discriminate against any person, employee or applicant for employment because of race, creed, color, religion, sex, national origin, ancestry, age, veteran status, or disability.

IN WITNESS WHEREOF, this agreement is entered into on the date first above written.

FOR CONDREY AND ASSOCIATES:

FOR THE CITY OF JONESBORO:



Stephen E. Condrey
President

Date: 5/12/03


Jan H. Hansford
Vice President/Treasurer

Date: 5/12/03

Corporate Seal