

CITY OF JONESBORO

CONTRACT FOR SERVICES

AGREEMENT, entered this 21st day of July, 2006, by and between **Aubrey Scott** and the City of Jonesboro, now whereas; **Aubrey Scott** is knowledgeable and qualified to acquire property rights and right of ways for street improvements and construction, and is knowledgeable and qualified to coordinate high priority special drainage projects for 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 \$1,400.00 twice monthly for an indefinite interim period to be determined by the Mayor, **Aubrey Scott** agrees to acquire the desired right of ways and coordinate high priority special drainage projects 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, Arkansas.
2. **PLACE OF PERFORMANCE.** This contract shall be performed within the city limits of Jonesboro, Arkansas.
3. **AUTHORIZATION.** The duly authorized officer of the City of Jonesboro hereto does authorize Aubrey Scott to acquire property rights and rights of ways for street improvements and construction, and coordinate high priority special drainage projects.
4. **INDEPENDENT CONTRACTOR.** The parties hereto do understand and agree that Aubrey Scott 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 Aubrey Scott shall report directly to the Mayor and 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 Mayor and 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 is only assignable with the written consent of the parties hereto and is governed under 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. CONTRACTOR. To furnish personal phone and vehicle, for \$450.00 per month expenses.
12. NOTICES. Any necessary written notice as communications shall be directed as follows.

AUBREY SCOTT
801 East Washington
Jonesboro, Arkansas 72401

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

In witness whereof, the parties hereto have set their hands and seals this ____ day of _____, 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: _____