



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Agenda Public Services Council Committee

Tuesday, January 11, 2011

4:00 PM

Huntington Building

Special Called Meeting

1. Call To Order

2. New Business

Resolutions To Be Introduced

RES-10:186 A RESOLUTION TO CONTRACT WITH ARKANSAS STATE UNIVERSITY FOR SPONSORSHIP OF SOCCER FIELDS AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Attachments: [Arkansas State Universtiy](#)

RES-10:187 A RESOLUTION TO CONTRACT WITH FOWLER FOODS INC. - TACO BELL / KENTUCKY FRIED CHICKEN FOR SPONSORSHIP OF A SOCCER FIELD AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Attachments: [Fowler Foods Sponsorship Contract](#)

3. Adjournment



Legislation Details (With Text)

File #:	RES-10:186	Version:	2	Name:	Contract with ASU for a soccer field at Joe Mack Campbell Park
Type:	Resolution	Status:		Status:	Passed
File created:	12/27/2010	In control:		In control:	Public Services Council Committee
On agenda:		Final action:		Final action:	1/18/2011
Title:	A RESOLUTION TO CONTRACT WITH ARKANSAS STATE UNIVERSITY FOR SPONSORSHIP OF SOCCER FIELDS AT JOE MACK CAMPBELL PARK				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Arkansas State Universtiy				

Date	Ver.	Action By	Action	Result
1/18/2011	2	City Council	Passed	Pass
1/11/2011	2	Public Services Council Committee	Recommended to Council	Pass

title
A RESOLUTION TO CONTRACT WITH ARKANSAS STATE UNIVERSITY FOR SPONSORSHIP OF SOCCER FIELDS AT JOE MACK CAMPBELL PARK
body
WHEREAS, the City of Jonesboro owns and maintains Joe Mack Campbell Park located at 3021 Dan Avenue;

WHEREAS, Arkansas State University is seeking sponsorship recognition on a soccer field at Joe Mack Campbell Park;

WHEREAS Arkansas State University is sponsoring the field for the sum of \$12,500 for a period of 5 years;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Arkansas State University for the sponsorship of a field at Joe Mack Campbell Park. A copy of said contract is attached as Exhibit A.

SECTION 2: The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

PASSED AND APPROVED this 18th day of January, 2011.

EXHIBIT A

SPONSORSHIP AGREEMENT FOR ATHLETIC FIELDS LOCATED AT JOE MACK CAMPBELL PARK

This Agreement is made by and between **Arkansas State University** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **1** Day of **February, 2011** (the "Effective Date").

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Joe Mack Campbell Park", and hereafter referred to as the "Facilities"; and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

I. Term

- (a) The term of this Agreement is for a period of five (5) years commencing on the Effective Date and ending at midnight on the fifth (5th) anniversary thereof.

II. Sponsorship of Facilities

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected on a designated athletic field at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **5** years for the erected sign and sponsorship the total sum of **\$12,500**.
 - A sum of **\$2,500** shall be paid on **February 1, 2011**.
 - A sum of **\$2,500** shall be paid on **February 1, 2012**.
 - A sum of **\$2,500** shall be paid on **February 1, 2013**.
 - A sum of **\$2,500** shall be paid on **February 1, 2014**.

A sum of \$2,500 shall be paid on February 1, 2015.

- 3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional five years.
- 4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- 5) It is agreed between the parties that the CITY will furnish a 3' x 6' sign to be erected for SPONSOR'S designated field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- 6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

III. Assign ability and Exclusivity

This Agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

X. Miscellaneous Provisions.

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for

any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

By: Ed Kremer
Name: Ed Kremer
Title: Vice Chancellor for Finance
Date: 12-10-10

CITY OF JONESBORO

By: _____
Name: Harold Perrin
Title: Mayor
Date: _____

OK W
over

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-10:187	Version:	2	Name:	Contract with Fowler Food for a soccer field at Joe Mack Campbell Park
Type:	Resolution	Status:		Status:	Passed
File created:	1/3/2011	In control:		In control:	Public Services Council Committee
On agenda:		Final action:		Final action:	1/18/2011
Title:	A RESOLUTION TO CONTRACT WITH FOWLER FOODS INC. - TACO BELL / KENTUCKY FRIED CHICKEN FOR SPONSORSHIP OF A SOCCER FIELD AT JOE MACK CAMPBELL PARK				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Fowler Foods Sponsorship Contract				

Date	Ver.	Action By	Action	Result
1/18/2011	2	City Council	Passed	Pass
1/11/2011	2	Public Services Council Committee	Recommended to Council	Pass

title

A RESOLUTION TO CONTRACT WITH FOWLER FOODS INC. - TACO BELL / KENTUCKY FRIED CHICKEN FOR SPONSORSHIP OF A SOCCER FIELD AT JOE MACK CAMPBELL PARK

body

WHEREAS, the City of Jonesboro owns and maintains Joe Mack Campbell Park located at 3021 Dan Avenue;

WHEREAS, Fowler Foods, Inc. - Taco Bell / Kentucky Fried Chicken is seeking sponsorship recognition on a soccer field at Joe Mack Campbell Park;

WHEREAS, Fowler Foods, Inc. - Taco Bell / Kentucky Fried Chicken is sponsoring the field for the sum of \$25,000 for a period of 10 years;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Fowler Foods, Inc. - Taco Bell / Kentucky Fried Chicken for the sponsorship of a field at Joe Mack Campbell Park. A copy of said contract is attached as Exhibit A.

SECTION 2: The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

PASSED AND APPROVED this 18th day of January, 2011.

EXHIBIT A

SPONSORSHIP AGREEMENT FOR ATHLETIC FIELDS LOCATED AT JOE MACK CAMPBELL PARK

This agreement is made by and between **Taco Bell / KFC / Fowler Foods** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 1st Day of **February, 2011** (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Joe Mack Campbell Park", and hereafter referred to as the "Facilities"; and

WHEREAS, SPONSOR and the CITY desire to renter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

I. Term

- (1) The term of this Agreement is for a period of **ten (10)** years commencing on the Effective Date and ending at midnight on the **tenth (10th)** anniversary thereof.

II. Sponsorship of Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's name shall be put on a sign to be erected on designated athletic field at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **ten (10)** years.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **ten (10)** years for the erected sign and sponsorship the total sum of **\$25,000**.
 - a. A sum of **\$2,500** shall be paid on **February 1, 2011**.
 - b. A sum of **\$2,500** shall be paid on **February 1, 2012**.

- c. A sum of \$2,500 shall be paid on February 1, 2013.
- d. A sum of \$2,500 shall be paid on February 1, 2014.
- e. A sum of \$2,500 shall be paid on February 1, 2015.
- f. A sum of \$2,500 shall be paid on February 1, 2016.
- g. A sum of \$2,500 shall be paid on February 1, 2017.
- h. A sum of \$2,500 shall be paid on February 1, 2018.
- i. A sum of \$2,500 shall be paid on February 1, 2019.
- j. A sum of \$2,500 shall be paid on February 1, 2020.

- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to negotiate the renewal of this agreement for an additional five years upon the expiration of this contract.
- (4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- (5) It is agreed between the parties that the CITY will furnish a 3' x 6' sign to be erected for SPONSOR'S designated field. However, it shall be the responsibility of the SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- (6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with the regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

III. Assign ability and Exclusivity

This agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

IV. Miscellaneous Provisions.

- (1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.

- (2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, Arkansas.
- (3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- (4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (5) Each party represent to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

By: Fowler Foods Inc. – Taco Bell / Kentucky Fried Chicken

Name: [Signature]

Title: President

Date: _____

CITY OF JONESBORO

By: _____

Name: _____

Title: _____

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC