

Construction Agreement Between The City of Jonesboro and the Rotary Clubs of Jonesboro

This Agreement is made by and between the Rotary Club of Jonesboro, Jonesboro University Rotary Club and the Jonesboro Metro Rotary Club further known as (THE ROTARY CLUBS OF JONESBORO) and the CITY OF JONESBORO PARKS AND RECREATION (CITY).

WHEREAS, THE ROTARY CLUBS OF JONESBORO are Arkansas not for profit 501 (c) 3 organizations formed to provide service to others, to promote high ethical standards, and to advance world understanding, goodwill, and peace through its fellowship of business, professional, and community leaders.; and

WHEREAS, the CITY owns and maintains Craighead Forest Park and is encouraging collaboration in facility development; and

WHEREAS, THE ROTARY CLUBS OF JONESBORO and the CITY desire to enter this agreement for the purpose of constructing a new playground and playground amenities at Craighead Forest Park Access #6, and

WHEREAS, this agreement replaces other agreements previously adopted for this project;

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

I. Term

The term of this contract is from October 21st, 2008 until the construction of a new playground and playground amenities is completed to the satisfaction of the City of Jonesboro or December 31st, 2010.

II. Description of Work

The CITY and THE ROTARY CLUBS OF JONESBORO wish to collaborate to construct the following playground and amenities at Craighead Forest Park access #6:

1. A large fort-themed playground estimated at \$352,000.00
2. Benches
3. Sidewalks

III. Obligations of the CITY

The CITY of Jonesboro shall:

1. Provide \$112,105.46 The specific funds are described below:
 - a. \$84,612.00 from Parks and Tourism Grant
 - b. \$4,398.06 from Bookout Restricted Fund

- c. \$798.06 from Ray Kidd Restricted Fund
- d. \$22,297.34 from Rotary Trail Fund
- 2. Issue a request for proposals for a \$350,000.00 fort themed playground.
- 3. Select the best playground design meeting specifications.
- 4. Contract with a playground manufacturer to install the playground equipment.
- 5. Provide any permits required for construction
- 6. Prepare the site for construction.
- 7. Oversee the construction of the playground equipment.
- 8. Install ADA compliant sidewalks from ADA parking spaces to the playground equipment.
- 9. Apply for Parks and Tourism Outdoor Recreation Grant Funds to construct a 4-hole bathroom at Access #6.
 - a. In the event that the grant is not secured for the bathroom project at Access #6 then the CITY shall put the project in its Parks Master Plan and request funding for the bathroom as a capital improvement in the 2010 CITY Budget.
- 10. Maintain the playground.

IV. Obligation of the THE ROTARY CLUBS OF JONESBORO

THE ROTARY CLUBS OF JONESBORO agree to:

- 1. Provide \$80,000 by December 31st, 2008. The funds specifically coming from the following sources.
 - a. \$25,000 from University Rotary
 - b. \$5,000 from Jonesboro Metro Rotary Club
 - c. \$50,000 from Rotary Club of Jonesboro
- 2. Provide \$160,000 by December 31st, 2010. The funds specifically coming from the following sources
 - a. \$25,000 from University Rotary
 - b. \$5,000 from Jonesboro Metro Rotary Club
 - c. \$50,000 from Rotary Club of Jonesboro
 - d. \$80,000 in additional fundraising by Rotary Clubs
- 3. Provide a playground design selection committee.
- 4. Provide sponsorship information for sponsor recognition.

V. Assignability and Exclusivity

This Agreement is a privilege for the benefit of THE ROTARY CLUBS OF JONESBORO may not be assigned in whole or in part by THE ROTARY CLUBS OF JONESBORO to any other person or entity.

VI. Miscellaneous Provisions

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

2. This Agreement shall be construed under and in accordance with the laws of the State of Arkansas, and all obligations of THE ROTARY CLUBS OF JONESBORO and the CITY created hereunder are performable in Craighead County, 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 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.

ROTARY CLUB OF JONESBORO

By: Thom E. Beasley
 Name: Thom E. Beasley
 Title: President, Rotary Club of Production
 Date: 1/11/10

JONESBORO UNIVERSITY ROTARY CLUB

By: Mark Young
 Name: Mark Young
 Title: President, Jonesboro University Rotary Club
 Date: 1/10/10

JONESBORO METRO ROTARY CLUB

By: Sharon McCarroll Keathley
 Name: Sharon Keathley
 Title: President, Jonesboro Rotary - Metro
 Date: 01/12/10