



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Agenda Public Services Council Committee

Monday, March 11, 2013

4:00 PM

Huntington Building

1. Call To Order

2. Approval of minutes

MIN-12:099 Minutes for the Public Services Committee meeting on December 10, 2012

Attachments: [Minutes](#)

MIN-13:016 Minutes for the special called Public Services Committee meeting on February 19, 2013

Attachments: [Minutes](#)

3. New Business

Resolutions To Be Introduced

RES-13:031 A RESOLUTION TO CONTRACT WITH ACADEMY SPORTS AND OUTDOORS FOR SPONSORSHIP OF A BASEBALL FIELD AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Attachments: [City of Jonesboro - Basball Field Sponsorship Agreement 02.18.13](#)

RES-13:032 A RESOLUTION TO CONTRACT WITH ACADEMY SPORTS AND OUTDOORS FOR SPONSORSHIP OF A CONCESSION STAND SIGN AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Attachments: [City of Jonesboro - Concession Stand Sponsorship Agreement clean 02.18.13](#)

RES-13:033 A RESOLUTION TO CONTRACT WITH ACADEMY SPORTS AND OUTDOORS FOR SPONSORSHIP OF 5 OUTFIELD SIGNS AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [City of Jonesboro - Southside Softball Complex Field Signs Sponsorship Agreeer](#)

RES-13:034 A RESOLUTION TO CONTRACT WITH SLEEP CHEAP FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Sleep Cheap](#)

RES-13:037 A RESOLUTION TO CONTRACT WITH FAIRFIELD INN AND SUITES FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Fairfield Inn and Suites](#)

RES-13:038 A RESOLUTION TO CONTRACT WITH SLEEP CHEAP FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Sleep Cheap](#)

RES-13:044 A RESOLUTION TO CONTRACT WITH JONESBORO GREENWAY FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

Sponsors: Parks & Recreation

Attachments: [Jonesboro Greenway](#)

4. Pending Items

5. Other Business

6. Public Comments

7. Adjournment



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-12:099 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 12/11/2012 **In control:** Public Services Council Committee
On agenda: **Final action:**
Title: Minutes for the Public Services Committee meeting on December 10, 2012
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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title
Minutes for the Public Services Committee meeting on December 10, 2012



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes Public Services Council Committee

Monday, December 10, 2012

4:00 PM

Huntington Building

1. Call To Order

Councilwoman Williams arrived late.

Mayor Perrin was unable to attend.

Present 4 - Charles Frierson; Ann Williams; Chris Gibson and Rennell Woods

Absent 1 - Tim McCall

2. Approval of minutes

MIN-12:081 Minutes for the Public Services Committee meeting on October 8, 2012

Attachments: [Minutes](#)

A motion was made by Councilman Charles Frierson, seconded by Councilman Rennell Woods, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 2 - Charles Frierson and Rennell Woods

Absent: 2 - Ann Williams and Tim McCall

3. New Business

Resolutions To Be Introduced

RES-12:213 A RESOLUTION TO CONTRACT WITH MEDIC ONE FOR SPONSORSHIP OF A BASEBALL FIELD AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Attachments: [Medic One](#)

Assistant Parks Director Wixson Huffstetler explained each field has a sponsor and that is how the fields are designated during tournaments. He added this contract is for \$50,000.

A motion was made by Councilman Charles Frierson, seconded by Councilman Rennell Woods, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 2 - Charles Frierson and Rennell Woods

Absent: 2 - Ann Williams and Tim McCall

RES-12:214 A RESOLUTION TO CONTRACT WITH ST BERNARDS FOR SPONSORSHIP OF A BASEBALL FIELD AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Attachments: [St Bernards](#)

A motion was made by Councilman Rennell Woods, seconded by Councilman Charles Frierson, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 2 - Charles Frierson and Rennell Woods

Absent: 2 - Ann Williams and Tim McCall

RES-12:215 A RESOLUTION TO CONTRACT WITH ARKANSAS STATE UNIVERSITY FOR SPONSORSHIP OF 2 BASEBALL FIELDS AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Attachments: [Arkansas State](#)

Councilman Woods questioned how long the contract period is for. Mr. Huffstetler answered all of the contracts are for five years. He further explained three of the four fields are going to be used in the upcoming World Series. He is currently working on additional deals for sponsorships with Wallace Fowler and Academy Sports. He noted they will be sponsoring baseball, soccer and softball fields. Mr. Huffstetler stated NEA Baptist Clinic will also be sponsoring a field that will be used during the World Series.

A motion was made by Councilman Rennell Woods, seconded by Councilman Charles Frierson, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 3 - Charles Frierson;Ann Williams and Rennell Woods

Absent: 1 - Tim McCall

4. Pending Items

5. Other Business

Update from JETS

JETS Director Steve Ewart stated they have been working with their board for the past year to work out some route revisions that will take place after the first of the year. Changes included adding services for ASU students. But, they are facing challenges with the routes such as traffic on Caraway Road which is where many international ASU students like to go. To make the changes happen they will have to hire four additional drivers, but due to their pay scale they are having a problem finding candidates. This may set them back three months to implement the changes. Mr. Ewart further discussed the challenges with hiring drivers. Councilman Frierson asked what else they will do to hire the new drivers. Mr. Ewart explained their current pay scale is \$9.25 per hour and he has received permission to go up to \$9.75 an

hour in 2013. He added other organizations are having a hard time finding drivers.

Update from Parks

Mr. Huffstetler stated the lighting project is about 65% done. It should be finished by the end of the year. He explained he did a lighting audit on the City parks with a result of most parks having fair to poor lighting. They have received complaints from the Police Department and parents concerning lighting not being adequate enough. They installed 250-watt LED white lightbulbs, with others being as high as 1,000 watts. This will make the areas more secure at nighttime. The main areas of focus are playgrounds and pavilions. Councilman Frierson questioned what CWL is contributing. Mr. Huffstetler answered nothing, that the City is paying for the lighting at a cost of \$9,300.

6. Public Comments

7. Adjournment

A motion was made by Councilwoman Ann Williams, seconded by Councilman Rennell Woods, that this meeting be Adjourned . The motion PASSED by a unanimous vote

Aye: 3 - Charles Frierson; Ann Williams and Rennell Woods

Absent: 1 - Tim McCall



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-13:016 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 2/20/2013 **In control:** Public Services Council Committee
On agenda: **Final action:**
Title: Minutes for the special called Public Services Committee meeting on February 19, 2013
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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title

Minutes for the special called Public Services Committee meeting on February 19, 2013



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes - Draft Public Services Council Committee

Tuesday, February 19, 2013

4:45 PM

Huntington Building

Special Called Meeting

1. Call To Order

Mayor Perrin was also in attendance. Councilwoman Williams presided over the meeting due to the absence of Chairman Gibson.

Present 2 - Charles Frierson and Ann Williams

Absent 3 - Chris Gibson; Rennell Woods and Tim McCall

2. New Business

Resolutions To Be Introduced

RES-13:008

A RESOLUTION TO CONTRACT WITH NEA BAPTIST CLINIC FOR SPONSORSHIP OF A BASEBALL FIELD AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Attachments: [Nea Baptist Clinic](#)

Parks Director Wixson Huffstetler stated this is a normal contract and is for five years.

Mayor Perrin inquired how many contracts are left. Mr. Huffstetler answered two. Mayor Perrin then asked if the amounts of those contracts were the same as this contract. Mr. Huffstetler answered yes.

Councilman Frierson motioned, seconded by Mayor Perrin, that this resolution be Recommended to Council. All voted aye.

RES-13:029

A RESOLUTION TO CONTRACT WITH THE JONESBORO BASEBALL BOOSTERS

Sponsors: Parks & Recreation

Attachments: [JBB contract](#)

Mr. Huffstetler explained this is for renewal of the contract and is for three years. He added the fee was increased by 5% for the next three years.

Councilwoman Williams asked if these resolutions need to be placed on tonight's Council agenda. Mr. Huffstetler answered RES-13:029 needs to be because it goes into effect on March 1.

Councilman Frierson motioned, seconded by Mayor Perrin, that this resolution be Recommended to Council. All voted aye.

3. Public Comments

4. Adjournment

Mayor Perrin motioned, seconded by Councilman Frierson to adjourn the meeting. All voted aye.



Legislation Details (With Text)

File #:	RES-13:031	Version:	1	Name:	Contract with Academy Sports for field sponsorship at Joe Mack
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	2/20/2013	In control:		In control:	Public Services Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH ACADEMY SPORTS AND OUTDOORS FOR SPONSORSHIP OF A BASEBALL FIELD AT JOE MACK CAMPBELL PARK				
Sponsors:	Parks & Recreation, Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	City of Jonesboro - Basball Field Sponsorship Agreement 02.18.13				

Date	Ver.	Action By	Action	Result
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title

A RESOLUTION TO CONTRACT WITH ACADEMY SPORTS AND OUTDOORS FOR SPONSORSHIP OF A BASEBALL 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, Academy Sports and Outdoors is seeking sponsorship recognition on a baseball field at Joe Mack Campbell Park;

WHEREAS, Academy Sports and Outdoors 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 Academy Sports and Outdoors 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.



This Sponsorship Summary (“Summary”), naming Academy Sports + Outdoors (“Academy”) as a Sponsor of the **City of Jonesboro’s Baseball Field Located at Joe Mack Campbell Park** (“Recipient”), is governed by that certain Sponsorship Rider (“Rider”) between Academy and Vendor executed on **February 1, 2013** (“Effective Date”).

The term of this Summary is for the period of time from the Effective Date until January 31, 2018.

Academy will provide the following to Recipient:

- Shall pay over a period of **5** years for the erected 6’ X 12’ sign and sponsorship the total sum of **\$12,500**.
 - A sum of **\$2,500** shall be paid on **March 1, 2013**.
 - A sum of **\$2,500** shall be paid on **March 1, 2014**.
 - A sum of **\$2,500** shall be paid on **March 1, 2015**.
 - A sum of **\$2,500** shall be paid on **March 1, 2016**.
 - A sum of **\$2,500** shall be paid on **March 1, 2017**.

Academy will receive the following sponsorship benefits from Recipient:

- Logo shall be put on a sign to be erected on a designated athletic field at Joe Mack Campbell Park.
 - The designated field shall be known thereafter by Academy Sports + Outdoors Field and said sign and name shall remain for a period of **five years**.
- Academy shall have an option to renew this agreement for an additional five years.
- Recipient will furnish a 6’ x 12’ sign to be erected for Academy’s designated field and will be responsible for said sign maintenance throughout the term of this agreement. It is also agreed that Academy reserves the right cease payment if said sign is not properly maintained. However, it shall be the responsibility of Academy to bear any expense made to said sign should changes be requested during the term of this agreement.
- It is agreed by Recipient and Academy that Academy shall not be responsible for the maintenance or upkeep on sponsored field and Academy shall not be responsible with regards to any liability actions which may be brought against the Recipient resulting from accidents which might occur on sponsored field.
- Academy will be prominently featured on all printed and digital forms.
- Academy will receive consideration as a tournament packet pick up location

Invoicing:

- Recipient shall submit invoice for payment processing via email to:
promotionsinvoices@academy.com

This SPONSORSHIP RIDER (“Rider”) is entered into on **February 1, 2013** (the “Effective Date”) between **Academy, Ltd., d/b/a Academy Sports + Outdoors (“Academy”)**, a Texas limited partnership located at 1800 North Mason Road, Katy, Texas 77449 and the **City of Jonesboro (“Recipient”)**, located at **515 W. Washington, Jonesboro, Arkansas 72401**. Academy and Recipient may sometimes be referenced herein individually as “Party” or collectively as the “Parties”. This Addendum is made part of the Sponsorship Summary (“Summary”) by and between the Parties dated **February 1, 2013**. This Rider, agreed to by both parties, modifies the terms and conditions of the Summary. Should any conflict arise between the Summary and this Rider, this Rider shall control and supersede all prior agreements and understandings, with respect to the subject matter hereof. Academy and Recipient agree that the following provisions shall be included as a part of the Sponsorship Agreement.

TERMS & CONDITIONS

1. PRICING AND INVOICING

- 1.1 Nothing herein shall permit an increase in the price for promotional or sponsorship rights or consideration specified in any Summary unless approved in writing and signed by Academy. All invoices will be paid within 45 days after receipt of a valid and correct invoice.
- 1.2 Academy shall have the right at any time to set-off any amount owed by Recipient to Academy under this Rider or any other agreements between the Parties from and against any amount due and owing by Academy to Recipient under this Rider.

2. REPRESENTATIONS, WARRANTIES, AND GUARANTEES

- 3.1 Each Party warrants, represents, and guarantees to the other that:
 - a. The party (i) understands all of the terms of this Rider; (ii) has had the opportunity to review this Rider with its counsel; (iii) has the full power and authority to enter and perform this Rider; (iv) has completed all necessary action to duly authorize the execution, delivery and performance of this Rider; and (v) confirms that this Rider has been duly executed and delivered on behalf of Recipient and is the valid and binding obligation of Recipient;
 - b. The Party shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives (collectively, “Laws”) at all times during the Term of this Rider; and
 - c. All services, consideration, or materials provided pursuant to the Rider do not infringe any actual or alleged patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party.

3. MARKS

- 4.1 Except for the limited license, if any, granted under this Rider or any Summary for the use of copyrights, service marks, logos, trademarks, word marks, symbols, emblems, designs, patents, or other intellectual property (collectively “Marks”), each Party’s Marks under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of the Party owning such Marks. Except as set forth herein, neither Party may use the other Party’s Marks without prior written consent. Each Party agrees that nothing in this Rider shall give one Party any right, title or interest in the other Party’s Marks and nothing contained herein shall be construed as an assignment or grant from one Party to the other of any right, title or interest in or to the other Party’s Marks.

4. INDEMNIFICATION

- 5.1 **EXCEPT TO THE EXTENT PROHIBITED BY LAW, RECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ACADEMY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND COURT COSTS (EACH A “CLAIM”), ARISING OUT OF OR RELATED TO (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY ANY ACT OR OMISSION OF RECIPIENT OR RELATED TO A PROMOTIONAL EVENT UNDER THIS RIDER; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT**

ACTION, INACTION, OMISSION OR INTENTIONAL MISCONDUCT OF RECIPIENT IN ITS PERFORMANCE OF THIS RIDER; (C) RECIPIENT'S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS RIDER, INCLUDING COMPLIANCE WITH ALL LAWS; AND/OR (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANY PRODUCT OR SERVICE DELIVERED PURSUANT TO THIS RIDER.

5. LIMITATIONS AND WAIVERS

6.1 DAMAGE LIMITATIONS. REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS RIDER, OR ANY OTHER DAMAGES (EXCEPT DIRECT DAMAGES), INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF REVENUES OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE ALLEGED BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 LIMITATION OF LIABILITY. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS RIDER, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID OR INCURRED BY ACADEMY TO RECIPIENT UNDER THIS RIDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION, THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION IS CUMULATIVE WITH ALL OF ACADEMY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THE RELIED UPON THE INCLUSION OF THE LIMITATION IN CONSIDERATION FOR ENTERING INTO THIS RIDER. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO THE INDEMNITY OBLIGATIONS THAT EACH PARTY MAY OWE TO THE OTHER UNDER THIS RIDER.

6. ASSIGNMENT

7.1 Either Party may assign this Rider to a present or future parent, subsidiary, or affiliated entity, including a future successor or party acquiring all or part of the Party's business. All other assignments, transfers, or delegations require written consent of both Parties. Any attempted assignment or transfer in contravention of this Section shall be void.

7. ENTIRE AGREEMENT/CHANGES

8.1 This Rider constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, representations or proposals or any kind, whether written, oral or otherwise. Neither Party has relied upon any statements, representations or other communications that are not contained in this Rider. This Rider may not be modified or amended except in writing executed by the duly authorized representatives of each Party to this Rider.

8. RELATIONSHIP OF THE PARTIES

9.1 The relationship of Academy and Recipient under this Rider shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership, exclusivity, or any other relationship other than that of independent contractors. Academy and Recipient acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.

9. CHOICE OF LAW AND FORUM

10.1 THE LAWS OF THE STATE OF ARKANSAS GOVERN THIS RIDER AND ANY DISPUTES RELATED TO THIS RIDER WITHOUT REFERENCE TO PRINCIPLES OF CHOICE OR CONFLICTS OF LAW. EXCEPT WHERE INJUNCTIVE OR OTHER EQUITABLE RELIEF IS SOUGHT, THE PARTIES AGREE THAT, AS A CONDITION PRECEDENT TO ANY ACTION REGARDING DISPUTES ARISING UNDER THIS RIDER, SUCH DISPUTES SHALL FIRST BE SUBMITTED TO MEDIATION BEFORE A PROFESSIONAL MEDIATOR SELECTED BY THE PARTIES, AT A MUTUALLY AGREED TIME AND PLACE, AND WITH THE MEDIATOR'S FEES SPLIT EQUALLY BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the Parties hereto have executed this Rider as of the latest date written below.

ACADEMY

CITY OF JONESBORO

ACADEMY, LTD., d/b/a
ACADEMY SPORTS + OUTDOORS

By: ACADEMY MANAGING CO., L.L.C.
It's General Partner

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Legislation Details (With Text)

File #:	RES-13:032	Version:	1	Name:	Contract with Academy Sports for concession stand sign at Joe Mack
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	2/20/2013	In control:		In control:	Public Services Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH ACADEMY SPORTS AND OUTDOORS FOR SPONSORSHIP OF A CONCESSION STAND SIGN AT JOE MACK CAMPBELL PARK				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	City of Jonesboro - Concession Stand Sponsorship Agreement clean 02.18.13				

Date	Ver.	Action By	Action	Result
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title
A RESOLUTION TO CONTRACT WITH ACADEMY SPORTS AND OUTDOORS FOR SPONSORSHIP OF A CONCESSION STAND SIGN AT JOE MACK CAMPBELL PARK

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

WHEREAS, Academy Sports and Outdoors is seeking sponsorship recognition on one concession stand sign at Joe Mack Campbell Park; and

WHEREAS, Academy Sports and Outdoors is sponsoring the concession stand sign for the sum of \$1,000 for a period of 1 year;

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 Academy Sports and Outdoors for the sponsorship of one concession stand sign 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.



This Sponsorship Summary (“Summary”), naming Academy Sports + Outdoors (“Academy”) as a Sponsor of the **City of Jonesboro’s Concession Stand Located at Joe Mack Campbell Park** (“Recipient”), is governed by that certain Sponsorship Rider (“Rider”) between Academy and Vendor executed on **February 1, 2013** (“Effective Date”).

The term of this Summary is for the period of time from the Effective Date until January 31, 2014.

Academy will provide the following to Recipient:

- Shall pay a sum of **\$1,000.00** on **March 1st, 2013** for the erected 36” X 72” sign and sponsorship

Academy will receive the following sponsorship benefits from Recipient:

- Logo shall be put on a sign to be erected on a designated concession stand at Joe Mack Campbell Park.
- Academy shall have an option to renew this agreement for an additional year.
- Recipient will furnish a 36” x 72” sign to be erected for Academy’s designated concession stand and will be responsible for said sign maintenance throughout the term of this agreement.
- It is agreed by Recipient and Academy that Academy shall not be responsible for the maintenance or upkeep on sponsored concession stand and Academy shall not be responsible with regards to any liability actions which may be brought against the Recipient resulting from accidents which might occur at sponsored concession stand.
- Academy will be prominently featured on all printed and digital forms.
- Academy will receive consideration as a tournament packet pick up location

Invoicing:

- Recipient shall submit invoice for payment processing via email to: **promotionsinvoices@academy.com**

This SPONSORSHIP RIDER (“Rider”) is entered into on **February 1, 2013** (the “Effective Date”) between **Academy, Ltd., d/b/a Academy Sports + Outdoors (“Academy”)**, a Texas limited partnership located at 1800 North Mason Road, Katy, Texas 77449 and the **City of Jonesboro (“Recipient”)**, located at **515 W. Washington, Jonesboro, Arkansas 72401**. Academy and Recipient may sometimes be referenced herein individually as “Party” or collectively as the “Parties”. This Addendum is made part of the Sponsorship Summary (“Summary”) by and between the Parties dated **February 1, 2013**. This Rider, agreed to by both parties, modifies the terms and conditions of the Summary. Should any conflict arise between the Summary and this Rider, this Rider shall control and supersede all prior agreements and understandings, with respect to the subject matter hereof. Academy and Recipient agree that the following provisions shall be included as a part of the Sponsorship Agreement.

TERMS & CONDITIONS

1. PRICING AND INVOICING

- 1.1 Nothing herein shall permit an increase in the price for promotional or sponsorship rights or consideration specified in any Summary unless approved in writing and signed by Academy. All invoices will be paid within 45 days after receipt of a valid and correct invoice.
- 1.2 Academy shall have the right at any time to set-off any amount owed by Recipient to Academy under this Rider or any other agreements between the Parties from and against any amount due and owing by Academy to Recipient under this Rider.

2. REPRESENTATIONS, WARRANTIES, AND GUARANTEES

- 3.1 Each Party warrants, represents, and guarantees to the other that:
 - a. The party (i) understands all of the terms of this Rider; (ii) has had the opportunity to review this Rider with its counsel; (iii) has the full power and authority to enter and perform this Rider; (iv) has completed all necessary action to duly authorize the execution, delivery and performance of this Rider; and (v) confirms that this Rider has been duly executed and delivered on behalf of Recipient and is the valid and binding obligation of Recipient;
 - b. The Party shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives (collectively, “Laws”) at all times during the Term of this Rider; and
 - c. All services, consideration, or materials provided pursuant to the Rider do not infringe any actual or alleged patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party.

3. MARKS

- 4.1 Except for the limited license, if any, granted under this Rider or any Summary for the use of copyrights, service marks, logos, trademarks, word marks, symbols, emblems, designs, patents, or other intellectual property (collectively “Marks”), each Party’s Marks under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of the Party owning such Marks. Except as set forth herein, neither Party may use the other Party’s Marks without prior written consent. Each Party agrees that nothing in this Rider shall give one Party any right, title or interest in the other Party’s Marks and nothing contained herein shall be construed as an assignment or grant from one Party to the other of any right, title or interest in or to the other Party’s Marks.

4. INDEMNIFICATION

- 5.1 **EXCEPT TO THE EXTENT PROHIBITED BY LAW, RECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ACADEMY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND COURT COSTS (EACH A “CLAIM”), ARISING OUT OF OR RELATED TO (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY ANY ACT OR OMISSION OF RECIPIENT OR RELATED TO A PROMOTIONAL EVENT UNDER THIS RIDER; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT**

ACTION, INACTION, OMISSION OR INTENTIONAL MISCONDUCT OF RECIPIENT IN ITS PERFORMANCE OF THIS RIDER; (C) RECIPIENT'S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS RIDER, INCLUDING COMPLIANCE WITH ALL LAWS; AND/OR (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANY PRODUCT OR SERVICE DELIVERED PURSUANT TO THIS RIDER.

5. LIMITATIONS AND WAIVERS

6.1 DAMAGE LIMITATIONS. REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS RIDER, OR ANY OTHER DAMAGES (EXCEPT DIRECT DAMAGES), INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF REVENUES OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE ALLEGED BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 LIMITATION OF LIABILITY. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS RIDER, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID OR INCURRED BY ACADEMY TO RECIPIENT UNDER THIS RIDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION, THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION IS CUMULATIVE WITH ALL OF ACADEMY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THE RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION FOR ENTERING INTO THIS RIDER. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO THE INDEMNITY OBLIGATIONS THAT EACH PARTY MAY OWE TO THE OTHER UNDER THIS RIDER.

6. ASSIGNMENT

7.1 Either Party may assign this Rider to a present or future parent, subsidiary, or affiliated entity, including a future successor or party acquiring all or part of the Party's business. All other assignments, transfers, or delegations require written consent of both Parties. Any attempted assignment or transfer in contravention of this Section shall be void.

7. ENTIRE AGREEMENT/CHANGES

8.1 This Rider constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, representations or proposals or any kind, whether written, oral or otherwise. Neither Party has relied upon any statements, representations or other communications that are not contained in this Rider. This Rider may not be modified or amended except in writing executed by the duly authorized representatives of each Party to this Rider.

8. RELATIONSHIP OF THE PARTIES

9.1 The relationship of Academy and Recipient under this Rider shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership, exclusivity, or any other relationship other than that of independent contractors. Academy and Recipient acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.

9. CHOICE OF LAW AND FORUM

10.1 THE LAWS OF THE STATE OF ARKANSAS GOVERN THIS RIDER AND ANY DISPUTES RELATED TO THIS RIDER WITHOUT REFERENCE TO PRINCIPLES OF CHOICE OR CONFLICTS OF LAW. EXCEPT WHERE INJUNCTIVE OR OTHER EQUITABLE RELIEF IS SOUGHT, THE PARTIES AGREE THAT, AS A CONDITION PRECEDENT TO ANY ACTION REGARDING DISPUTES ARISING UNDER THIS RIDER, SUCH DISPUTES SHALL FIRST BE SUBMITTED TO MEDIATION BEFORE A PROFESSIONAL MEDIATOR SELECTED BY THE PARTIES, AT A MUTUALLY AGREED TIME AND PLACE, AND WITH THE MEDIATOR'S FEES SPLIT EQUALLY BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the Parties hereto have executed this Rider as of the latest date written below.

ACADEMY

CITY OF JONESBORO

ACADEMY, LTD., d/b/a
ACADEMY SPORTS + OUTDOORS

By: ACADEMY MANAGING CO., L.L.C.
It's General Partner

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Legislation Details (With Text)

File #:	RES-13:033	Version:	1	Name:	Contract with Academy Sports for sign sponsorship at Southside
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	2/20/2013	In control:		In control:	Public Services Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH ACADEMY SPORTS AND OUTDOORS FOR SPONSORSHIP OF 5 OUTFIELD SIGNS AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	City of Jonesboro - Southside Softball Complex Field Signs Sponsorship Agreement clean 02.18.13				

Date	Ver.	Action By	Action	Result
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title

A RESOLUTION TO CONTRACT WITH ACADEMY SPORTS AND OUTDOORS FOR SPONSORSHIP OF 5 OUTFIELD SIGNS AT SOUTHSIDE SOFTBALL COMPLEX

body

WHEREAS, the City of Jonesboro owns and maintains Southside Softball Complex located at 5301 Stadium Blvd;

WHEREAS, Academy Sports and Outdoors is seeking sponsorship recognition on five outfield signs at Southside Softball Complex; and

WHEREAS, Academy Sports and Outdoors is sponsoring the outfield signs for the sum of \$300.00 per sign for a period of 3 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 Academy Sports and Outdoors for the sponsorship of 5 outfield signs at Southside Softball Complex. 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.



This Sponsorship Summary ("Summary"), naming Academy Sports + Outdoors ("Academy") as a Sponsor of the **City of Jonesboro's Field Signs Located at Southside Softball Complex** ("Recipient"), is governed by that certain Sponsorship Rider ("Rider") between Academy and Vendor executed on **February 1, 2013** ("Effective Date").

The term of this Summary is for the period of time from the Effective Date until January 31, 2016.

Academy will provide the following to Recipient:

- Shall pay over a period of **(3)** three years for the field signs and sponsorship the total sum of **\$4,500**.
 - A sum of **\$1,500.00** shall be paid on **March 1st, 2013**.
 - A sum of **\$1,500.00** shall be paid on **March 1st, 2014**.
 - A sum of **\$1,500.00** shall be paid on **March 1st, 2015**.

Academy will receive the following sponsorship benefits from Recipient:

- Logo shall be put on **(5)** five field signs to be displayed at the Southside Softball Complex fields.
- Academy shall have an option to renew this agreement for an additional three years.
- Recipient will furnish **(5)** five 4' x 6' signs to be erected at **(5)** five separate softball fields and will be responsible for said sign maintenance throughout the term of this agreement. It is also agreed that Academy reserves the right cease payment if said signs are not properly maintained. However, it shall be the responsibility of Academy to bear any expense made to said signs should changes be requested during the term of this agreement.
- It is agreed by Recipient and Academy that Academy shall not be responsible for the maintenance or upkeep on sponsored signs and Academy shall not be responsible with regards to any liability actions which may be brought against the Recipient resulting from accidents which might occur on sponsored fields.
- Academy will be prominently featured on all printed and digital forms.
- Academy will receive consideration as a tournament packet pick up location

Invoicing:

- Recipient shall submit invoice for payment processing via email to: **promotionsinvoices@academy.com**

This SPONSORSHIP RIDER (“Rider”) is entered into on **February 1, 2013** (the “Effective Date”) between **Academy, Ltd., d/b/a Academy Sports + Outdoors (“Academy”)**, a Texas limited partnership located at 1800 North Mason Road, Katy, Texas 77449 and the **City of Jonesboro (“Recipient”)**, located at **515 W. Washington, Jonesboro, Arkansas 72401**. Academy and Recipient may sometimes be referenced herein individually as “Party” or collectively as the “Parties”. This Addendum is made part of the Sponsorship Summary (“Summary”) by and between the Parties dated **February 1, 2013**. This Rider, agreed to by both parties, modifies the terms and conditions of the Summary. Should any conflict arise between the Summary and this Rider, this Rider shall control and supersede all prior agreements and understandings, with respect to the subject matter hereof. Academy and Recipient agree that the following provisions shall be included as a part of the Sponsorship Agreement.

TERMS & CONDITIONS

1. PRICING AND INVOICING

- 1.1 Nothing herein shall permit an increase in the price for promotional or sponsorship rights or consideration specified in any Summary unless approved in writing and signed by Academy. All invoices will be paid within 45 days after receipt of a valid and correct invoice.
- 1.2 Academy shall have the right at any time to set-off any amount owed by Recipient to Academy under this Rider or any other agreements between the Parties from and against any amount due and owing by Academy to Recipient under this Rider.

2. REPRESENTATIONS, WARRANTIES, AND GUARANTEES

- 3.1 Each Party warrants, represents, and guarantees to the other that:
 - a. The party (i) understands all of the terms of this Rider; (ii) has had the opportunity to review this Rider with its counsel; (iii) has the full power and authority to enter and perform this Rider; (iv) has completed all necessary action to duly authorize the execution, delivery and performance of this Rider; and (v) confirms that this Rider has been duly executed and delivered on behalf of Recipient and is the valid and binding obligation of Recipient;
 - b. The Party shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives (collectively, “Laws”) at all times during the Term of this Rider; and
 - c. All services, consideration, or materials provided pursuant to the Rider do not infringe any actual or alleged patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party.

3. MARKS

- 4.1 Except for the limited license, if any, granted under this Rider or any Summary for the use of copyrights, service marks, logos, trademarks, word marks, symbols, emblems, designs, patents, or other intellectual property (collectively “Marks”), each Party’s Marks under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of the Party owning such Marks. Except as set forth herein, neither Party may use the other Party’s Marks without prior written consent. Each Party agrees that nothing in this Rider shall give one Party any right, title or interest in the other Party’s Marks and nothing contained herein shall be construed as an assignment or grant from one Party to the other of any right, title or interest in or to the other Party’s Marks.

4. INDEMNIFICATION

- 5.1 **EXCEPT TO THE EXTENT PROHIBITED BY LAW, RECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ACADEMY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND COURT COSTS (EACH A “CLAIM”), ARISING OUT OF OR RELATED TO (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY ANY ACT OR OMISSION OF RECIPIENT OR RELATED TO A PROMOTIONAL EVENT UNDER THIS RIDER; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT**

ACTION, INACTION, OMISSION OR INTENTIONAL MISCONDUCT OF RECIPIENT IN ITS PERFORMANCE OF THIS RIDER; (C) RECIPIENT'S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS RIDER, INCLUDING COMPLIANCE WITH ALL LAWS; AND/OR (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANY PRODUCT OR SERVICE DELIVERED PURSUANT TO THIS RIDER.

5. LIMITATIONS AND WAIVERS

6.1 DAMAGE LIMITATIONS. REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS RIDER, OR ANY OTHER DAMAGES (EXCEPT DIRECT DAMAGES), INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF REVENUES OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE ALLEGED BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 LIMITATION OF LIABILITY. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS RIDER, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID OR INCURRED BY ACADEMY TO RECIPIENT UNDER THIS RIDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION, THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION IS CUMULATIVE WITH ALL OF ACADEMY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THE RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION FOR ENTERING INTO THIS RIDER. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO THE INDEMNITY OBLIGATIONS THAT EACH PARTY MAY OWE TO THE OTHER UNDER THIS RIDER.

6. ASSIGNMENT

7.1 Either Party may assign this Rider to a present or future parent, subsidiary, or affiliated entity, including a future successor or party acquiring all or part of the Party's business. All other assignments, transfers, or delegations require written consent of both Parties. Any attempted assignment or transfer in contravention of this Section shall be void.

7. ENTIRE AGREEMENT/CHANGES

8.1 This Rider constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, representations or proposals or any kind, whether written, oral or otherwise. Neither Party has relied upon any statements, representations or other communications that are not contained in this Rider. This Rider may not be modified or amended except in writing executed by the duly authorized representatives of each Party to this Rider.

8. RELATIONSHIP OF THE PARTIES

9.1 The relationship of Academy and Recipient under this Rider shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership, exclusivity, or any other relationship other than that of independent contractors. Academy and Recipient acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.

9. CHOICE OF LAW AND FORUM

10.1 THE LAWS OF THE STATE OF ARKANSAS GOVERN THIS RIDER AND ANY DISPUTES RELATED TO THIS RIDER WITHOUT REFERENCE TO PRINCIPLES OF CHOICE OR CONFLICTS OF LAW. EXCEPT WHERE INJUNCTIVE OR OTHER EQUITABLE RELIEF IS SOUGHT, THE PARTIES AGREE THAT, AS A CONDITION PRECEDENT TO ANY ACTION REGARDING DISPUTES ARISING UNDER THIS RIDER, SUCH DISPUTES SHALL FIRST BE SUBMITTED TO MEDIATION BEFORE A PROFESSIONAL MEDIATOR SELECTED BY THE PARTIES, AT A MUTUALLY AGREED TIME AND PLACE, AND WITH THE MEDIATOR'S FEES SPLIT EQUALLY BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the Parties hereto have executed this Rider as of the latest date written below.

ACADEMY

CITY OF JONESBORO

ACADEMY, LTD., d/b/a
ACADEMY SPORTS + OUTDOORS

By: ACADEMY MANAGING CO., L.L.C.
It's General Partner

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Legislation Details (With Text)

File #:	RES-13:034	Version:	1	Name:	Contract with Sleep Cheap for sign sponsorship at Southside
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	2/20/2013	In control:		In control:	Public Services Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH SLEEP CHEAP FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Sleep Cheap				

Date	Ver.	Action By	Action	Result
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title

A RESOLUTION TO CONTRACT WITH SLEEP CHEAP FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

body

WHEREAS, the City of Jonesboro owns and maintains Southside Softball Complex located at 5301 Stadium Blvd;

WHEREAS, Sleep Cheap is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Sleep Cheap is sponsoring the outfield sign for the sum of \$300.00 per year for a period of 3 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 Sleep Cheap for the sponsorship of a outfield sign at Southside Softball Complex. 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.

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between Sleep Cheap (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 19th Day of February, 2013 (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Southside Softball Complex". 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 advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at 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 **(3) three years** commencing on the effective Date and ending at midnight on the **(3rd)** third anniversary thereof.

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
 - A sum of **\$300.00** shall be paid on **March 15th, 2013**.
 - A sum of **\$300.00** shall be paid on **March 15th, 2014**.
 - A sum of **\$300.00** shall be paid on **March 15th, 2015**.

- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.
- (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 4' x 8' sign to be placed 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 of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability 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 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 represents to the other 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 Set forth below.

BY: **Sleep Cheap**
Name: Tiffany Kelly
Title: Accountant
Date: 2/12/13

CITY OF JONESBORO

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

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-13:037	Version:	1	Name:	Contract with Fairfield Inn for sign sponsorship at Southside
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	2/21/2013	In control:		In control:	Public Services Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH FAIRFIELD INN AND SUITES FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Fairfield Inn and Suites				

Date	Ver.	Action By	Action	Result
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title
A RESOLUTION TO CONTRACT WITH FAIRFIELD INN AND SUITES FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

body
WHEREAS, the City of Jonesboro owns and maintains Southside Softball Complex located at 5301 Stadium Blvd;

WHEREAS, Fairfield Inn and Suites is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Fairfield Inn and Suites is sponsoring the outfield sign for the sum of \$300.00 per year for a period of 3 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 Fairfield Inn and Suites for the sponsorship of a outfield sign at Southside Softball Complex. 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.

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between **Fairfield Inn and Suites** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this **20th** Day of **February, 2013** (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Southside Softball Complex". 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 advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at 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 **(3) three years** commencing on the effective Date and ending at midnight on the **(3rd)** third anniversary thereof.

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
 - A sum of **\$300.00** shall be paid on **March 20th, 2013**.
 - A sum of **\$300.00** shall be paid on **March 20th, 2014**.
 - A sum of **\$300.00** shall be paid on **March 20th, 2015**.

- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.
- (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 4' x 8' sign to be placed 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 of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability 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 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 represents to the other 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 Set forth below.

BY: **Fairfield Inn and Suites**
Name: Kimberly Sims
Title: Director of Sales
Date: 2-20-13

CITY OF JONESBORO

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

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-13:038	Version:	1	Name:	Contract with Sleep Cheap for sign sponsorship at Southside
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	2/21/2013	In control:		In control:	Public Services Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH SLEEP CHEAP FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Sleep Cheap				

Date	Ver.	Action By	Action	Result
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title

A RESOLUTION TO CONTRACT WITH SLEEP CHEAP FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

body

WHEREAS, the City of Jonesboro owns and maintains Southside Softball Complex located at 5301 Stadium Blvd;

WHEREAS, Sleep Cheap is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Sleep Cheap is sponsoring the outfield sign for the sum of \$300.00 per year for a period of 3 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 Sleep Cheap for the sponsorship of a outfield sign at Southside Softball Complex. 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.

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between Sleep Cheap (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 19th Day of February, 2013 (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Southside Softball Complex". 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 advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at 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 **(3) three years** commencing on the effective Date and ending at midnight on the **(3rd)** third anniversary thereof.

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
 - A sum of **\$300.00** shall be paid on **March 15th, 2013**.
 - A sum of **\$300.00** shall be paid on **March 15th, 2014**.
 - A sum of **\$300.00** shall be paid on **March 15th, 2015**.

- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.
- (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 4' x 8' sign to be placed 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 of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability 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 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 represents to the other 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 Set forth below.

BY: **Sleep Cheap**
Name: Tiffany Kelly
Title: Accountant
Date: 2/12/13

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-13:044	Version:	1	Name:	Contract with Jonesboro Greenway for Southside sign sponsorship
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	2/28/2013	In control:		In control:	Public Services Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH JONESBORO GREENWAY FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Jonesboro Greenway				

Date	Ver.	Action By	Action	Result
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title
A RESOLUTION TO CONTRACT WITH JONESBORO GREENWAY FOR SPONSORSHIP OF A OUTFIELD SIGN AT SOUTHSIDE SOFTBALL COMPLEX

body
WHEREAS, the City of Jonesboro owns and maintains Southside Softball Complex located at 5301 Stadium Blvd;

WHEREAS, Jonesboro Greenway is seeking sponsorship recognition on one outfield sign at Southside Softball Complex; and

WHEREAS, Jonesboro Greenway is sponsoring the outfield sign for the sum of \$300.00 per year for a period of 3 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 Jonesboro Greenway for the sponsorship of a outfield sign at Southside Softball Complex. 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.

EXHIBIT A

ADVERTISING AGREEMENT
FOR FIELD SIGN LOCATED AT
SOUTHSIDE SOFTBALL COMPLEX

This agreement is made by and between Jonesboro Greenway (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT (CITY), on this 28th Day of February, 2013 (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Southside Softball Complex". 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 advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at 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 **(3) three years** commencing on the effective Date and ending at midnight on the **(3rd)** third anniversary thereof.

II. Advertisement at Facilities

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.
 - A sum of **\$300.00** shall be paid on **April 1st, 2013**.
 - A sum of **\$300.00** shall be paid on **April 1st, 2014**.
 - A sum of **\$300.00** shall be paid on **April 1st, 2015**.

- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.
- (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 4' x 8' sign to be placed 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 of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

III. Assignability 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 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 represents to the other 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 Set forth below.

BY: **Jonesboro Greenway**

Name: Debra Hay

Title: Location MGR

Date: 2-28-13

CITY OF JONESBORO

By: _____

Name: Harold Perrin

Title: Mayor

Date: _____

ATTEST

Donna Jackson, City Clerk, CMC