



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Signature Copy

Resolution: R-EN-149-2024

File Number: RES-24:153

Enactment Number: R-EN-149-2024

### A RESOLUTION TO CONTRACT WITH ALLIANCE UTILITIES FOR SPONSORSHIP OF TRAP FIELD #8 AT THE JONESBORO SHOOTING SPORTS COMPLEX

WHEREAS, the City of Jonesboro, Arkansas owns and maintains The Jonesboro Shooting Sports Complex located at 3702 Moore Road; and

WHEREAS, Alliance Utilities is seeking sponsorship recognition on Trap Field #8 at the Jonesboro Shooting Sports Complex; and

WHEREAS, Alliance Utilities is sponsoring the field for the sum of \$30,000 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 Alliance Utilities for the sponsorship of Trap Field #8 at The Jonesboro Shooting Sports Complex. A copy of said contract is attached as Exhibit A.

SECTION 2: The Mayor, Harold Copenhaver and City Clerk, April Leggett 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 19TH DAY OF NOVEMBER 2024.

Date

11-20-24

Harold Copenhaver, Mayor

ATTEST:

April Leggett, City Clerk

Date

11-20-24



# EXHIBIT A

## SPONSORSHIP AGREEMENT FOR TRAP FIELD #8, LOCATED AT THE JONESBORO SHOOTING SPORTS COMPLEX

This Agreement is made by and between **Alliance Utilities** ("SPONSOR") and the City of Jonesboro Parks and Recreation Department ("CITY"), on this **1<sup>st</sup>** Day of **January 2025** ("Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as the "Jonesboro Shooting Sports Complex", hereafter referred to as "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. This agreement is for a period of **(5) years** commencing on the Effective Date and ending at midnight on the **31<sup>st</sup>** of **December 2029**.

### II. **Sponsorship of Facilities**

- a. 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 and placed on the **Trap Field #8** located at the FACILITY.
- b. It is agreed between the parties that the SPONSOR shall pay one payment for the erected sign and sponsorship the total sum of **\$30,000**.
- c. It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the option to renew this agreement for an additional **(5) years**.

- d. It 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 the SPONSOR's sign and obtain a new sponsor in the event of failure of payment on the part of the SPONSOR.
- e. It is agreed between the parties that the CITY will furnish a 3' x 6' sign to be erected for the SPONSOR's area. 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.

**III. Assign Ability and Exclusivity**

- a. 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**

- a. 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.
- b. This Agreement shall be construed under and by the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- c. 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.
- d. 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 enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.
- e. 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 of the day and year set forth below.

**Alliance Utilities**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF JONESBORO

By: \_\_\_\_\_  
Name: Harold Copenhagen  
Title: Mayor  
Date: 11-20-24

ATTEST:

\_\_\_\_\_  
April Leggett, City Clerk