

Agreement of Understanding Between The City of Jonesboro and YMCA

This Agreement is made by and between the Jonesboro YMCA further known as (YMCA) and the CITY OF JONESBORO PARKS AND RECREATION (CITY).

WHEREAS, the YMCA is an Arkansas not-for-profit Community Service Organization and

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

WHEREAS, YMCA and the CITY desire to enter this agreement for the purpose of constructing handicapped accessible parking spaces for Optimist Park;

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 agreement is from August 18th, 2009 until the construction of two handicapped parking spaces is completed to the satisfaction of the City of Jonesboro and the YMCA.

II. Description of Work

The CITY and YMCA wish to collaborate to construct the following ADA parking spaces and amenities:

1. Two ADA regulation parking spaces
2. A common access path with curb cut.
3. Two ADA parking space signs

III. Obligations of the CITY

The CITY of Jonesboro shall:

1. Identify the three parking spaces requested for conversion to ADA parking spaces.
2. Prepare the site for construction.
3. Oversee the construction of the parking spaces.
4. Install ADA compliant parking pads, walkway and signage.
5. Maintain the parking spaces to ADA standards.

IV. Obligation of the YMCA

YMCA agrees to:

1. Provide three parking spaces for conversion to ADA parking spaces.
2. Allow the City of Jonesboro to construct the parking spaces on its property.
3. Consult with the City of Jonesboro Parks and Recreation Department or Engineering Department before any parking lot modifications are made to the area near the handicapped parking spaces referred to in this agreement.

V. Assignability and Exclusivity

This Agreement is a privilege for the benefit of YMCA may not be assigned in whole or in part by YMCA 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 YMCA 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.

Jonesboro YMCA
 By: Bob Williams
 Name: Bob Williams
 Title: Executive Director
 Date: 8/5/09

CITY OF JONESBORO
 By: _____
 Name: _____
 Title: Mayor

Date: _____

By: _____

Name: _____

Title: City Clerk _____

Date: _____