



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Signature Copy

Resolution: R-EN-128-2016

File Number: RES-16:156

Enactment Number: R-EN-128-2016

RESOLUTION TO ENTER INTO A SPONSORSHIP AGREEMENT WITH HAAG BROWN  
COMMERCIAL REAL ESTATE DEVELOPMENT FOR INFORMATION TECHNOLOGY  
VAN WRAP

WHEREAS, the City of Jonesboro owns and maintains an Information Technology van; and

WHEREAS, Haag Brown Commercial Real Estate Development, Inc. is seeking sponsorship for this van wrap for a period of three (3) years commencing on the Effective Date and ending at midnight on the third (3rd) anniversary; and

WHEREAS, Haag Brown Development, Inc., known as the SPONSOR shall pay for the cost of the wrap of the Van which is estimated to be \$1,960.00 and 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 three (3) years upon the expiration of this contract.

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

SECTION 1: That the City of Jonesboro shall contract with Haag Brown Development, Inc. for a three (3) year sponsorship of the van wrap on the City of Jonesboro Information Technology Van at an estimated cost of \$1,960.00. A copy of the contract is attached.

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 6th of December, 2016.

Harold Perrin, Mayor

ATTEST:

Donna Jackson, City Clerk

## EXHIBIT A

### SPONSORSHIP AGREEMENT FOR CITY OF JONESBORO INFORMATION TECHNOLOGY VAN

This agreement is made by and between Haag Brown Commercial Real Estate Development, Inc. (SPONSOR) and the CITY OF JONESBORO (CITY), on this 12<sup>th</sup> Day of Dec, 2016 (the "Effective Date").

WHEREAS, the CITY is the owner of an information technology van, and hereafter referred to as the "Van"; and

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

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 three (3) years commencing on the Effective Date and ending at midnight on the third (3<sup>rd</sup>) anniversary thereof.

#### **II. Sponsorship of Van**

- (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 the Van and said sponsorship and name shall remain for a period of three (3) years.
- (2) It is agreed between the parties that the SPONSOR shall pay for the cost of the wrap of the Van which is estimated to be \$1,960.00.
- (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 three (3) 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.
- (5) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on the Van or the wrap on the Van.


### 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 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:   
Name: Joshua Durr  
Title: Member

Date: 12/12/2016

CITY OF JONESBORO

Name: \_\_\_\_\_

Title: Mayor.

Date: 12-12-16

ATTEST

Donna Jackson, City Clerk, CMC

