

# Construction Agreement Between The City of Jonesboro and the Jonesboro Baseball Boosters

This Agreement is made by and between Jonesboro Baseball Boosters (JBB) and the CITY OF JONESBORO PARKS AND RECREATION (CITY).

WHEREAS, JBB is an Arkansas not for profit 501 (c) 3 organization organized to promote youth sports activities through the operation of its youth baseball program; and

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Joe Mack Campbell Park", and hereafter referred to as the "Facilities"; and

WHEREAS, JBB and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to construction improvements to the Facilities by JBB and respective obligations of the parties regarding the construction by JBB at the Facilities;

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 February 1st, 2005 until the construction of batting cages is completed to the satisfaction of the City of Jonesboro or December 31<sup>st</sup>, 2005.

If either party cannot fulfill the obligations of the contract it shall give the other notice in writing at least (30) days.

## **II. Description of Work**

The Jonesboro Baseball Boosters shall pay for and construct the following improvements to Joe Mack Campbell Park:

1. Convert the west bank of tennis courts into batting cages.
2. Batting cages shall be consistent with the existing batting cages at Facilities.
3. Plans shall be pre-approved by City planning and inspection department.
4. All work shall be according to city codes, state and federal regulations
5. All work must adhere to all provisions of the American's with Disabilities Act (ADA).
6. All work shall be approved by Keith Sanders, City Maintenance Supervisor and Jason Wilkie, Parks and Recreation Director.

### **III. Obligation of the City**

CITY agrees to:

1. Provide permits required for construction.
2. Regularly inspect the work being performed.
3. Provide timely final approval of work.

### **IV. Obligations of JBB**

JBB Agrees to:

1. Confirm plans with City Parks and Recreation department.
2. Completely fund the improvements to the batting cages.
3. Provide plans for review by the planning and inspection department.
4. All work shall be according to city codes, state and federal regulations
5. All work must adhere to all provisions of the American's with Disabilities Act (ADA).
6. Finish the work to match the existing batting cages.
7. Make any changes the city requires upon inspection.

### **V. Assignability and Exclusivity**

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

### **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 JBB 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 BASEBALL BOOSTERS**

By: Brian Watis

Name: BRIAN WATIS

Title: PRESIDENT

Date: 1-26-05