

# Construction Agreement Between The City of Jonesboro and the Jonesboro Softball Association

This Agreement is made by and between JONESBORO SOFTBALL ASSOCIATION (JSA) and the CITY OF JONESBORO PARKS AND RECREATION (CITY).

WHEREAS, JSA is an Arkansas not for profit 501 (c) 3 organization organized to promote sports activities through the operation of its adult and youth softball programs; and

WHEREAS, the Board of the Developmental Disabilities Services is the owner and lessor of certain public park amenities known as the "Southside Softball Complex",

WHEREAS, the CITY is the lessee of that certain public park amenities known as the "Southside Softball Complex", and hereafter referred to as the "Facilities"; and

WHEREAS, JSA 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 JSA and respective obligations of the parties regarding the construction by JSA 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 April 6th, 2005 until the construction of a maintenance facility 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 Softball Association shall pay for and construct the following improvements to said facilities:

1. Construct a metal maintenance building between the adult and youth softball fields at facilities. (See Attachment A)
2. The metal building shall be approximately 30' x 40' with a concrete floor and shall be aesthetically consistent with the existing structures 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 JSA**

JSA Agrees to:

1. Confirm plans with City Parks and Recreation department.
2. Completely fund the improvements to the maintenance facility.
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 aesthetics of the park.
7. Make any changes the city requires upon inspection.

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

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