

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH
KINGSPORT TRIBE LACROSSE AND AUTHORIZING THE
MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE
THE PURPOSE OF THE AGREEMENT

WHEREAS, Kingsport Knights Lacrosse Club., Inc a/k/a Kingsport Tribe Lacrosse is a non-profit organization organized to provide a competitive regional travel youth lacrosse program for the citizens of Kingsport and to provide a feeder program for the future Dobyns-Bennett High School Lacrosse program; and

WHEREAS, the agreement set out below will allow the Lacrosse club to utilize various city outdoor playing facilities at no cost; and

WHEREAS, the term of the agreement is December 1, 2023 to May 31, 2024.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That an agreement with the Kingsport Knights Lacrosse Club, Inc., a/k/a Kingsport Tribe Lacrosse, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Kingsport Tribe Lacrosse to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**AGREEMENT BETWEEN
CITY OF KINGSPORT, TENNESSEE
AND
TRIBE LACROSSE**

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this _____ day of _____, 2023, by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "CITY"), and KINGSPORT TRIBE LACROSSE (hereinafter "TRIBE LACROSSE"), a Tennessee nonprofit corporation.

WITNESSETH

WHEREAS, CITY does not provide a recreational youth SPORTS program; and
WHEREAS, TRIBE LACROSSE is a non-profit organization organized; and
WHEREAS, CITY and TRIBE LACROSSE wish to formalize an agreement for the utilization of CITY facilities for the purpose of providing a recreational youth sports program; and
WHEREAS, CITY is the owner various outdoor venues hereinafter "Facilities"; and
WHEREAS, TRIBE LACROSSE and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by TRIBE LACROSSE and respective obligations contained herein;

NOW, THEREFORE, the premises considered, the parties agree as follows:

I. Term

This Agreement shall be for a term of twelve (12) months beginning on the date of the execution hereof. However, either party may terminate the agreement with, or without, cause giving sixty (60) days written notice to the other party.

II. Use of Facilities

1. TRIBE LACROSSE will be the primary youth lacrosse for CITY during the term of this Agreement. TRIBE LACROSSE shall have, as assigned by CITY, during TRIBE LACROSSE regular recreational seasons, league playoffs and make-up games, and tournaments, without assignment of any associated facility rental fees. At any time, CITY may use the facilities for its Parks and Recreation program or assign to other programs.

Special Note: The TRIBE LACROSSE agrees to work cooperatively with CITY on scheduling Special Events such as Alumni Reunions and others deemed appropriate for the benefit of the community.

2. TRIBE LACROSSE may use a meeting room located at CITY's Lynn View Community Center for official TRIBE LACROSSE monthly board meetings during the term of this Agreement. Scheduling these meetings are to be done through CITY's Parks and Recreation Program Superintendent CITY will provide space at Lynn View Community Center for one end of the year banquet. The reservation of these dates must be made two months in advance and are subject to availability.

3. TRIBE LACROSSE shall be provided space for the storage of equipment and supplies the selection of which shall be at the sole discretion of CITY.

4. TRIBE LACROSSE may not make any additions and/or alterations to the facility buildings, equipment, grounds, and/or furnishing without written consent from CITY of Kingsport.

5. TRIBE LACROSSE understands and agrees that at times weather, electrical storms, scheduled maintenance and/or field conditions may result in City denying the use of certain fields on dates for which approval has been granted. TRIBE LACROSSE shall use appropriate judgment in ensuring the safety of the participants.

6. CITY shall at all times have the right to inspect its Facilities being used by TRIBE LACROSSE and all TRIBE LACROSSE sponsored activities related to the use of such Facilities.

7. If TRIBE LACROSSE should desire to use CITY facilities for additional tournaments or special events or programs, TRIBE LACROSSE shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement but shall require a separate written agreement between the parties.

III. Obligations of City

CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields.

a. Perform general maintenance and repairs to the facilities.

b. Work with TRIBE LACROSSE on maintenance items that could improve operations. At the end of every fall football season the Parks and Recreation Program Coordinator and a representative from the Leisure Services Maintenance Division will sit down with a representative of TRIBE LACROSSE to discuss future possibilities and maintenance issues for the next year.

c. Provide TRIBE LACROSSE with contact information for after-hours and everyday needs.

d. Determine all rental fees and rules for usage of facility.

e. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.

f. Provide 1 username/password for the Musco lights at the football stadium for use during extended hours of need.

g. Establish policy for field lighting usage.

h. Provide for insurance on buildings.

i. Provide maintenance building for general items during the season. Building will be checked periodically for cleanliness. This building will be shared with City of Kingsport Parks & Recreation department.

j. Continue to pay the utilities for the 2023/2024 season. This will be reviewed again at the end of the year and a determination from year to year will be made on what best suits CITY and TRIBE LACROSSE.

2. Reserve the right to utilize the Facilities if Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no competitive play taking place on allocated field(s) during the entire term of the Agreement.

3. Assist TRIBE LACROSSE with distribution of information and refer interested parties to TRIBE LACROSSE when necessary.

4. It is understood and agreed CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to TRIBE LACROSSE for any monetary damages.

5. CITY and TRIBE LACROSSE agree to work together to identify possible revenue sources that will help pay for utilities and maintenance costs.

6. Provide reasonable staff assistance in the promotion, marketing, expansion, technical expertise, maintenance of TRIBE LACROSSE as it relates to the Tribe Sports initiative.

IV. Obligations of TRIBE LACROSSE

TRIBE LACROSSE shall:

1. Provide the following information within thirty (30) days of the effective date of this Agreement.
 - a. Current by-laws of organization.
 - b. Proposed budget for the upcoming year.
 - c. List of current officers and board members with addresses, phone numbers, and email (if applicable). CITY is to be notified of changes within two weeks of appointment.
 - d. List of officers, recreation program personnel, field coordinators, competitive coaches, and Board of Directors members.
 - e. List of designated personnel who have facility keys and access.
 - f. Proposed annual calendar including all events.
2. Provide financial reports of all expenditures and revenues within ninety (90) days after completion of each playing season.
3. Comply with Tenn. Code Ann. § 65-55-501 *et seq.* regarding concussions which shall include but not necessarily be limited to:
 - a. Inform and educate coaches, youth athletes, and their parents and require them to sign a concussion information form before competing.
 - b. Require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.
 - c. Require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.
4. Comply with state law on cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the Department of Health to inform and educate coaches, school administrators, young athletes, and their parents or guardians of the nature, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. Tenn. Code Ann. § 65-55-501 *et seq.* has six symptoms to watch for:
 - a. fainting or seizures;
 - b. unexplained shortness of breath;
 - c. chest pains;
 - d. dizziness;
 - e. racing heart; and
 - f. extreme fatigue.CITY has developed policies and procedures to ensure compliance.
5. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services.
6. Provide reasonable opportunities and methods to include indigent participants.
7. Perform background checks on all coaches who are in a leadership role and left alone with children. CITY will provide TRIBE LACROSSE with the background service that it uses for athletic programs; however, the funds to pay for this service must be provided by TRIBE LACROSSE.
8. At no expense to CITY, provide the following maintenance and repair:
 - a. Maintain all lacrosse equipment.
 - b. Line all fields for TRIBE LACROSSE league and tournament play. TRIBE LACROSSE is also responsible for provision of the necessary materials to maintain the field and field markings on a daily basis.
 - c. Mow and trim field space within the perimeter fence of the football field between December 1 and June 1 of current contract year. Monitor and clean restroom facility, stock supplies.
 - d. Adhere to City rules that pertain to field usage and provide input on overuse.
9. Furnish to the Kingsport Parks and Recreation Department a calendar of events within thirty (30) days of the effective date of this Agreement. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Notice of any changes to the calendar of events shall be provided to the Kingsport Parks and Recreation Department within thirty (30) days of the change.
10. Notify CITY's Risk Management Department, (423-229-9464) within twenty-four (24) hours of any accident or injury which occurs at Facilities.
11. Sign a usage agreement annually with CITY.
12. Report any facility maintenance problems to the Leisure Services Maintenance Division within ten (10) days of TRIBE LACROSSE's discovery of same

13. Maintain a minimum of eighty percent (80%) city residents as registered participants. Verification of residency percentages shall be made annually to CITY. CITY and TRIBE LACROSSE will utilize annual data to determine future percentage goals.
14. Provide a responsible adult to be on-site at each and every activity scheduled on Facilities.
15. Agree not to make any permanent changes to Facilities or fields without the express prior written permission of the Kingsport Parks and Recreation Department.
16. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
17. Follow all Park rules that have been established by CITY, per code and ordinance, as related to the facilities, general operating guidelines, etc.
18. Assist CITY in moving and relocating equipment within the park as necessary.
19. Conduct only TRIBE LACROSSE sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by TRIBE LACROSSE members is outside the scope of this Agreement.
20. Indemnify and hold CITY harmless from any damage or loss to TRIBE LACROSSE equipment located at Facilities.
21. Provide Kingsport Parks and Recreation statistical data pertaining to participation and attendance at CITY facility on a monthly basis.
22. Work in good faith with CITY and Kingsport City Schools:
 - a. to address concerns of CITY and/or its Kingsport City Schools as to the oversight, operation, and performance of the league; and
 - b. to coordinate a coaching clinic for league coaches and skills camp on a yearly basis.
23. Work in good faith with CITY to promote the Tribe Sports initiative and provide relevant data, resources, and support.

V. Assignment and Exclusivity

This Agreement is a privilege for the benefit of TRIBE LACROSSE only and may not be assigned in whole or part by TRIBE LACROSSE to any other person or entity. Both parties understand that TRIBE LACROSSE use of the facility is nonexclusive.

VI. Insurance and Indemnification

TRIBE LACROSSE shall at all times, during the term of this Agreement, maintain in effect general public liability insurance covering TRIBE LACROSSE program at the Facilities against claims for personal injury, death or damage to property to the limit of not less than one-million dollars (\$1,000,000.00). CITY shall be named as an additional insured on such policy and shall be entitled to thirty (30) days' notice of cancellation or changes of any kind regarding such insurance, and certificates of insurance shall be provided by TRIBE LACROSSE to CITY.

TRIBE LACROSSE shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act of TRIBE LACROSSE or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of TRIBE LACROSSE as set forth in this Agreement.

VII. 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 Tennessee, and all obligations of TRIBE LACROSSE and CITY created hereunder are performable in Sullivan County, Tennessee.
3. Nothing in this Agreement shall be construed to make 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:

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter

the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 21st day of November, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY