

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH THE LYNN VIEW PEE WEE FOOTBALL LEAGUE RELATED TO THE USE OF THE ATHLETIC FIELDS AND CONCESSION STAND OPERATIONS AT THE LYNN VIEW COMMUNITY CENTER

WHEREAS, the City of Kingsport purchased the Lynn View Community Center and athletic fields from Sullivan County in 2009; and

WHEREAS, since July 2010, the board has approved an agreement with the Lynn View Pee Wee Football League which allowed use of the center for the purpose of providing youth football programs as well as concession lease agreement for operation of the concession stand;

WHEREAS, the city again desires to enter into an agreement with the Lynn View Pee Wee Football League for use of the Lynn View Community Center facilities which includes operation of the concession stand.

Now therefore,

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

SECTION I. That the agreement with the Lynn View Pee Wee Football League for a football youth sports program 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, an agreement with the Lynn View Pee Wee Football League for the purpose of operating youth football programs at the Lynn Garden Community Center and athletic fields located at 257 Walker Street, 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
LYNN VIEW PEE WEE FOOTBALL LEAGUE**

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this _____ day of _____, 2024, by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "CITY"), and LYNN VIEW PEE WEE FOOTBALL LEAGUE (hereinafter "LVPWFL"), a Tennessee nonprofit corporation.

WITNESSETH

WHEREAS, CITY does not provide a recreational youth SPORTS program at the Lynn View Athletic Fields for the citizens of KINGSPORT; and

WHEREAS, LVPWFL is a non-profit organization organized to promote youth sports activities in the Lynn Garden community; and

WHEREAS, LVPWFL has provided for several years a youth football program; and

WHEREAS, CITY and LVPWFL 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 of the public park amenities located at 257 Walker Street, Kingsport, Tennessee and hereafter referred to as the "Facilities"; and

WHEREAS, LVPWFL 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 LVPWFL 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. LVPWFL will be the primary youth football provider in the Lynn Garden community for CITY during the period of June.1, 2024 to Dec.1, 2024. LVPWFL shall have the primary right to use CITY's Sports Facilities in the Lynn Garden community, as assigned by CITY, during LVPWFL regular summer and fall recreational seasons, league playoffs and make-up games, and one tournament, 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 LVPWFL agrees to work cooperatively with CITY on scheduling Special Events such as the Funfest Block Party, Alumni Reunions, and others deemed appropriate for the benefit of the community.

2. LVPWFL may use a meeting room located at CITY's Lynn View Community Center for official LVPWFL monthly board meetings during the term of this Agreement. Scheduling these meetings are to be done through CITY's Parks and Recreation Program Coordinator. 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. LVPWFL shall be provided space for the storage of equipment and supplies the selection of which shall be at the sole discretion of CITY.

4. LVPWFL 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. LVPWFL 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. LVPWFL 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 LVPWFL and all LVPWFL sponsored activities related to the use of such Facilities.

7. If LVPWFL should desire to use CITY facilities for additional tournaments or special events or programs, LVPWFL 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 at Lynn View.

a. Perform general maintenance and repairs to the facilities.

b. Work with LVPWFL 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 LVPWFL to discuss future possibilities and maintenance issues for the next year.

c. Provide LVPWFL with contact information for after-hour 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 a plan for and approve all capital improvements with input from LVPWFL.

i. Provide for insurance on buildings.

j. 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.

k. Continue to pay the utilities for the 2023 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 LVPWFL.

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 LVPWFL with distribution of information and refer interested parties to LVPWFL 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 LVPWFL for any monetary damages.
5. CITY and LVPWFL 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 LVPWFL as it relates to the Tribe Sports initiative.
7. Work in good faith with LVPWFL to schedule at minimum one game per LVPWFL team to be played at J. Fred Johnson Stadium. Nothing in this agreement shall supersede any Kingsport City Schools field priorities, rules, or regulations.

IV. Obligations of LVPWFL

LVPWFL 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. Perform background checks on all coaches who are in a leadership role and left alone with children. CITY will provide LVPWFL with the background service that it uses for athletic programs; however, the funds to pay for this service must be provided by LVPWFL.
7. At no expense to CITY, provide the following maintenance and repair:
 - a. Maintain all football equipment.
 - b. Line all fields for LVPWFL league and tournament play. LVPWFL 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 May.1 and Dec.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.

8. 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.
9. No later than twenty-one (21) days prior to the start of the summer football season, schedule and meet with the Kingsport Parks and Recreation Department and Leisure Services Maintenance Division prior to each football season to discuss schedules, field playability, and department guidelines and maintain regular communication with CITY staff.
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 LVPWFL's discovery of same
13. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes.
14. Maintain a minimum of fifty-one percent (51%) city residents as registered participants. Verification of residency percentages shall be made annually to CITY. CITY and LVPWFL will utilize annual data to determine future percentage goals.
15. Provide a responsible adult to be on-site at each and every activity scheduled on Facilities.
16. Agree not to make any permanent changes to Facilities or fields without the express prior written permission of the Kingsport Parks and Recreation Department.
17. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
18. Follow all Park rules that have been established by CITY, per code and ordinance, as related to the facilities, general operating guidelines, etc.
19. Assist CITY in moving and relocating equipment within the park as necessary.
20. Conduct only LVPWFL sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by LVPWFL members is outside the scope of this Agreement.
21. Indemnify and hold CITY harmless from any damage or loss to LVPWFL equipment located at Facilities.
22. Provide Kingsport Parks and Recreation statistical data pertaining to participation and attendance at CITY facility on a monthly basis.
23. 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.
24. 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 LVPWFL only and may not be assigned in whole or part by LVPWFL to any other person or entity. Both parties understand that LVPWFL use of the facility is nonexclusive.

VI. Insurance and Indemnification

LVPWFL shall at all times, during the term of this Agreement, maintain in effect general public liability insurance covering LVPWFL 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 LVPWFL to CITY.

LVPWFL 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 LVPWFL or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of LVPWFL 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 LVPWFL 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 and directed 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 agreement with the Lynn View Pee Wee Football League for operation of concessions at the football youth sports program is approved.

SECTION V. 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, a concession lease agreement with the Lynn View Pee Wee Football League for concessions at the Lynn Garden Community Center, 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:

**CONCESSION LEASE AGREEMENT BETWEEN
CITY OF KINGSPORT
and
LYNN VIEW PEE WEE FOOTBALL LEAGUE**

This Agreement made and entered into on this, the _____ day of June, 2024, by and between City of Kingsport, Tennessee, a municipal corporation of the State of Tennessee (hereinafter "City") and Lynn View Pee Wee Football League (hereinafter "Concessionaire").

WITNESSETH

That for and in consideration of its maintenance assistance and league operations, City does hereby lease unto Concessionaire for the period of June 1, 2024, through December 1, 2024, the concession rights for the sale of food, refreshments, confectionery, and beverages at the fields at 257 Walker Street, Kingsport, Tennessee. Concessionaire agrees to and shall abide by the following conditions:

1. Concessionaire will be responsible for furnishing all the equipment, food supplies, or other items offered for sale, and any other incidentals necessary for the operation of the concession.
2. Concessionaire shall be responsible for the maintenance of the equipment to ensure that it is in a safe and usable condition at all times.
3. Concessionaire shall provide, at its own cost, a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager.
4. Concessionaire agrees not to sublet or sublease, in any form, the rights as approved by City. Concessionaire has the rights to football concessions.
5. Parks and Recreation Manager shall approve all items offered under this Agreement and shall approve all prices charged to the public. Any agreement of pouring rights must receive the approval of the Parks and Recreation Manager.
6. Concessionaire shall pay 0% of sales to City.
7. Concessionaire shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.

8. Concessionaire shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly, and inviting conditions that shall be satisfactory to the Parks and Recreation Manager. This shall include the area immediately surrounding the concession area.
9. Concessionaire shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a trash container.
10. City will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of Concessionaire and upon the approval of the Parks and Recreation Manager.
11. Any alterations, repairs, or additions to the building area occupied by Concessionaire must be approved in advance by the Parks and Recreation Manager. City shall make all ordinary and reasonable repairs to preserve the building occupied by Concessionaire.
12. It shall be the obligation of Concessionaire to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise. Concessionaire shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age, or sex.
13. City shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this contract shall work a forfeiture of this contract, and City may take possession upon a twenty-four (24) hour notice.
14. Concessionaire may voluntarily terminate this Agreement upon five (5) days written notice to City.
15. Concessionaire shall furnish all owner's liability insurance, specifically naming City as co-insured, to defend, indemnify, and save harmless City from any and all claims and suits for injury to persons or property arising out of the performance of this Agreement in any way by the acts or omissions of Concessionaire or Concessionaire's agents, employees, or representatives during or in connection with this Agreement excepting bodily injury or death or property damage caused by the sole negligence of the City of Kingsport, Tennessee with the requisite certificate(s) of insurance in compliance herewith.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION VI. That the mayor is further authorized and directed 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 VII. 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 VIII. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 21st day of May, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY