

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSPORT, TENNESSEE**  
**AND**  
**BOYS AND GIRLS CLUB OF GREATER KINGSPORT INC.**

THIS AGREEMENT made and entered into as of this \_\_\_\_ day of July, 2025, by and between the City of Kingsport, hereafter called "CITY" and the Boys and Girls Club of Greater Kingsport Inc. , hereafter called "B&GC ".

**WITNESSETH:**

WHEREAS, B&GC is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide the means for the operation of competitive recreational youth basketball teams for the CITY and state the terms and conditions upon which financial assistance will be provided by CITY, to state the terms and conditions upon which financial assistance will be provided by CITY, the manner in which the services will be carried out by B&GC , and responsibilities of each party.
2. **DESCRIPTION OF THE OPERATION.** B&GC agrees as follows to undertake the following action items and responsibilities:
  - A. Operate boys competitive youth basketball teams for the CITY in the fall season.
  - B. Operate girls competitive youth basketball teams for the CITY in the fall season.
  - C. Open try-outs will be conducted in a manner that allows opportunity for all desirous and age eligible CITY residents or Kingsport City School (KCS) students to try out for the team.
    - a. Residents and KCS students shall be given priority for a position on the team(s) over non-residents and non-students.

- b. B&GC will work with CITY to schedule tryouts and post results prior to evaluations for the CITY's league.
  - c. B&GC shall create and share advertising materials with the CITY at least two weeks prior to tryouts, which will then be advertised by the CITY.
- D. B&GC will certify that background checks have been conducted on all coaches in a leadership role and have direct contact with Children. B&GC agrees that no coach shall come in direct contact with Children if the background check indicates that he or she has ever been convicted of any of the offenses listed in Tenn. Code Ann. § 49-5-413 including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:
  - a. a sexual offense or a violent sexual offense as defined in Tenn. Code Ann. § 40-39-202;
  - b. any offense in Title 39, Chapter 13 (offenses against persons);
  - c. Tenn. Code Ann. § 39-14-301 AND § 39-14-203 (arson, aggravated arson);
  - d. Tenn. Code Ann. § 39-14-401 through § 39-14-404 (definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);
  - e. Tenn. Code Ann. § 39-15-401 through § 39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment);
  - f. Tenn. Code Ann. § 39-17-417 (controlled substances offenses);
  - g. Tenn. Code Ann. § 39-17-1320 (providing handgun to juveniles); or
  - h. any other offenses in Title 39, Chapter 17, Part 13 (weapons).
  - i. B&GC shall certify to CITY in writing that all coaches coming into direct contact with children have successfully completed the required background and that such individual has none of the convictions listed above, are not registered sex offenders and have no other disqualifications.
- E. B&GC shall provide reasonable participation fees. Fees will be presented to the CITY on an annual basis prior to advertisement for

tryouts. If the CITY and B&GC cannot agree on reasonable participation fees financial support may be withheld by the CITY.

- a. B&GC will provide a process that allows for participation by indigent individuals.

**F. Comply with Tenn. Code Ann. § 68-55-501 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.
- d. 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. §68-55-501 et seq. has 6 symptoms to watch for:
  - i. fainting or seizures;
  - ii. unexplained shortness of breath;
  - iii. chest pains;
  - iv. dizziness;
  - v. racing heart; and
  - vi. extreme fatigue

- 3. MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to B&GC under this Agreement will not exceed TEN THOUSAND DOLLARS (\$10,000.00). FIVE THOUSAND DOLLARS (\$5,000) is payable for operation of boys teams and FIVE THOUSAND DOLLARS (\$5,000) is payable for operations of girls teams. B&GC may invoice the CITY after team rosters are finalized and presented to the CITY.

4. **ANNUAL REPORTS.** B&GC will submit a report to the CITY showing:
  - i. The actual net operating costs incurred by operating the teams on an annual basis.
  - ii. Number of teams, players by sex and age group, along with % of total players that are CITY residents or KCS students.
  - iii. The reports are due on January 1, 2026 and delivered in person or electronically to the City Manager's office.
5. **REIMBURSEMENT BY CITY.** CITY will review the annual reports, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allow ability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** B&GC prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
  - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization.
  - (B) A description of the program that serves the residents of the municipality; and
  - (C) The proposed use of municipal assistance.
  - (D) A listing of revenue sources detailing what percentage of the total operating budget they cover

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. B&GC will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the operation of the teams, and to audit the books, records, and accounts of B&GC with regard to the same. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** B&GC will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. B&GC further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** B&GC will not assign any rights to funds without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, B&GC will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed \$10,000.00.
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** B&GC will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the in accordance with the provisions of this Agreement.
12. **ASSURANCES.** B&GC hereby assures CITY that B&GC is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** B&GC will provide any relevant information requested by CITY concerning B&GC 'S Teams including but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **TERM.** Funds allocated by CITY to B&GC can be used to reimburse B&GC for eligible expenses beginning on July 1, 2025. In no event will CITY participate in expenses incurred after June 30, 2026.
16. **INDEPENDENT CONTRACTOR.** B&GC's relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. B&GC is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither B&GC nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by B&GC, or it employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** B&GC will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:
  - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with B&GC 'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of B&GC and third persons.
  - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to B&GC and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**KINGSPORT INC.**

**BOYS AND GIRLS CLUB OF GREATER**

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Secretary

ATTEST:

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Jessica Poore  
Executive Director

**CITY OF KINGSPORT**

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PAUL W. MONTGOMERY  
Mayor

ATTEST:

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City Recorder

APPROVED AS TO FORM;

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RODNEY B. ROWLETT, III  
City Attorney