

RESOLUTION NO. _____

A RESOLUTION APPROVING A LICENSING AGREEMENT WITH AMERICAN NATIONAL RED CROSS TO HOST AMERICAN RED CROSS INSTRUCTOR TRAINER ACADEMIES AT THE KINGSPORT AQUATIC CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Kingsport Aquatic Center has been diligently working towards becoming the host for the Water Safety Instructor Trainers Course (WSIT) and the Lifeguard Instructor Trainers (LGIT) Course; and

WHEREAS, these academies play a pivotal role in teaching and certifying Lifeguard and Water Safety Instructors.

WHEREAS, the Kingsport Aquatic Center (KAC) has not only met but has exceeded the stringent criteria set forth by the American Red Cross, and the city has the only facility in the Eastern Region of Tennessee that will be holding an academy; and

WHEREAS, it is anticipated to host academies under this agreement from 2027 through 2030; and

WHEREAS, there is no cost to the Red Cross for utilizing the facility, and KAC receives one free LGIT and WSIT spot per academy hosted.

Now therefore,

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

SECTION I. That the Standard Form of Temporary Class Space License Agreement for Use of the Aquatic Facilities with the American National Red Cross, 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 Standard Form of Temporary Class Space License Agreement for Use of the Aquatic Facilities with the American National Red Cross, 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 as set put below:

STANDARD FORM OF
TEMPORARY LICENSE AGREEMENT
FOR THE USE OF
AQUATIC FACILITIES
(POOL AND ADJACENT SPACE)
TERMS AND CONDITIONS

This Temporary License Agreement (the "Agreement") is by and between the Host and Pool User named below, effective as of the last date of signature set forth below (the "Effective Date"), for the purpose of permitting Pool User to use and occupy, on a temporary basis, the Space, as defined below.

Owner or Manager of the Facility (the "Host"):

City of Kingsport

Legal Name of the User of the Space (the "Pool User"):

The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (1998)).

Date Upon which the Pool User May Begin to Use the Space (the "Start Date"): 3/1/2027

Date Upon Which the Pool User Must Vacate the Space (the "Expiration Date"): 2/28/2030

Host's Business Address:

City of Kingsport, 1820 Meadowview Parkway, Kingsport, TN 37660

Pool User's Business Address:

431 18th Street NW, Washington, DC 20006

Street Address of the Building Where the Space is Located (the "Facility"): 1820 Meadowview Parkway Kingsport, TN 37660- Kingsport Aquatic Center

General Description of Licensed Classroom and Pool Space (the "Space"):

Legion Room – able to fit 6-8 tables with 4 chairs each, Tables and chairs can be set up in different shapes per request of ARC. TV provided with hook up for laptop. Classroom is accessible from the lobby and pools are all accessible from classroom. Room for manikins and other training equipment. The competition pool is a 50 m 8 lane pool with moveable bulkheads to convert into a 25 yard 16 lane pool. 50 m pool is 5ft in the shallow end and 13ft in the deep end. We have dive blocks on both ends of the pool and are able to put dive blocks on both bulkheads. We have two 1 meter diving boards and one 3 meter diving board in the competition pool. Additionally, it has two rock climbing walls.

The warm pool is a 25 yard pool with 4 lanes, a ramp, and steps. This pool is roughly 3ft 2in in shallow end and 6ft in the deep end. Temp of this pool sits about 89 degrees Fahrenheit.

The play pool is the last indoor pool which is 45,000 gallons with a slide attached and a small splash pad area. The water depth of the pool is 3ft. 6in and the splash pad area is roughly 5 in of water.

We also have three outdoor pools which can be used in the warmer months. The outdoor lap pool is a 25 yard pool with 3 lap lanes. It has two bench areas for individuals to sit on. This pool is roughly 3ft 2in to roughly 4ft deep. The depth goes width wise not length wise in this pool.

We have a leisure pool outside that is 0 depth entry to about 6ft deep. It has a play feature, 2 slides and lily pad crossing.

The last pool we have is the outdoor lazy river which is 900ft long. It has moving current and is roughly 3ft deep.

1. Grant of License. Host grants Pool User the right to use the Space for the purpose of teaching aquatic classes. Pool User shall have the non-exclusive right to use, in common with Host and the other users, all exterior and interior, if any, common and public areas and facilities benefitting the Facility, including, without limitation, as applicable, all lobbies, bathrooms, locker rooms, stairwells, freight and passenger elevators, hallways, beneficial easements, driveways, sidewalks, parking, loading areas, and landscaped areas benefitting the Facility. This Agreement is not a lease and Pool User is granted no leasehold interest in the Space.

2. Term. Pool User's right to use and occupy the Space shall begin on the Start Date and shall end on the Expiration Date. On or before the Expiration Date, Pool User shall vacate the Space.

3. License Fee. Pool User shall pay, as a license fee, the amount of \$ 0.00 to Host.

4. Pool User's Conduct. Pool User will not disrupt, adversely affect, or interfere with other occupants of the Space and Facility, and agrees to keep the Space in clean and neat condition.

5. Condition of Space and Facility. Host shall comply with all legal codes, requirements, rules and regulations regarding the cleanliness, maintenance and safety conditions of the Space and the Facility, and pursuant to those requirements of the Aquatics Facility Checklist, as attached. If Host shall know or shall have reason to know of a latent danger either existing as of the Effective Date or as reasonably anticipated, Host will notify Pool User promptly and offer a reasonable, proportionate and timely remedy. Host will address any concerns regarding safety immediately.

6. Indemnification. To the extent permitted by Tennessee law, including but not limited to Article II, Section 29 of the Tennessee Constitution and the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), Host agrees to defend, indemnify, and hold harmless Pool User, its governors, employees, and representatives, from any and all legal liability, including reasonable attorneys' fees, with respect to bodily injury, death, and property damage arising from Host's negligence in its responsibilities in performance of this Agreement.

7. Warranties.

a. Space. Host represents and warrants that the Space is in compliance with the attached Aquatics Facility Checklist, and agrees to maintain the Space and to provide and actively manage certified lifeguards at the Space, in compliance with all applicable local, state and federal rules and regulations.

b. Limit of Liability. Host is a sovereign governmental entity chartered under the laws of the State of Tennessee and as such its ability to indemnify, hold harmless, and its limits of liability are governed by Tennessee state law which cannot be waived except by an act of the Tennessee General Assembly.

8. Insurance. Host is self-insured through Public Entity Partners for general liability insurance and automobile insurance. However, any and all claims against Host and/or its employees are governed by the provision of the Tennessee Governmental Tort Liability Act with statutory limits of liability of \$300,000.00 for bodily injury or death of any one person in any one accidents, occurrence or act, \$700,000.00 for bodily injury or death of all persons in any one accident, occurrence or act, and \$100,000.00 for injury or destruction of property of others in any one accident, occurrence or act. Host does not have the authority to waive its governmental immunity which can only be waived through an act of the Tennessee General Assembly. Additionally, Host is self-insured under Tennessee law for Workers' Compensation and which covers all Hosts employees. Host retains its right provided under Tennessee law, currently Tennessee Code Annotated § 50-6-106(6) to withdraw from coverage under the Workers' Compensation law, either in whole or be departments or divisions.

9. No Assignment. Pool User shall not have any right to assign, transfer, or sublicense this Agreement.

10. Casualty or Condemnation Affection Space. Notwithstanding anything in this Agreement to the contrary, in the event that damage or casualty to all or a part of the Space, this License shall terminate as of the date of the event.

11. Termination for Convenience. This license agreement may be terminated by Host upon 180 days written notice to Red Cross. Such termination will not be deemed a breach of this license agreement by Host. Upon such termination, Red Cross will not have any right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

12. Notice. Notice shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, or upon receipt if delivered by hand or recognized overnight delivery service, to the receiving party's address listed on this Agreement's first page. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.

13. Governing Law and Binding Effect. This Agreement shall be governed by the laws of the state of Tennessee, without regard to its conflict of laws principles. This Agreement shall be binding on the parties and their respective, successors, transferees and assigns.

14. Authority. Each party represents and warrants that it has the full power and authority to execute, deliver and perform under this Agreement.

15. Entire Agreement. This Agreement, together with the attached Aquatics Facility Checklist, constitutes the entire agreement between Host and Pool User related to the subject matter of this Agreement, and supersedes all prior and simultaneous representations, discussions, negotiations and agreement, oral or written. This Agreement may only be amended or modified by a writing signed by Host and Pool User.

[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 1st day of September, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY