AGENDA ITEM HISTORY SHEET

ITEM TITLE	AGENDA NO. 7
Salt County Lacrosse Program Agreement	AGENDA DATE: 7/30/24

FUNDING CERTIFICATION (Finance Director) (Signature, if applicable)

MANAGEMENT STAFF REVIEW (Signature)

MAYOR (Signature)

ITEM HISTORY (Previous Council reviews, action related to this item, and other pertinent history)

Salt County Lacrosse has existed since 2023 and for the Spring season of 2024 operated under a 1-year program agreement.

ITEM COMMENTARY (Background discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

On July 9, 2024 Parks Committee made a recommendation to enter into a 5-year program agreement from 2025-2029 with Salt County Lacrosse. This would be similar to the other youth sports organizations in the city and is a commitment to SCLax to match the commitment they have made to Alcoa 40 Park as their home. Salt County Lacrosse has invested thousands of dollars and hundreds of volunteer hours into Alcoa 40 Park since their inception in January of 2023.

(This section to be completed by the Mayor)

ACTION PROPOSED (Motion for Consideration)

Motion to enter into a 5-year program agreement with Salt County Lacrosse.

Bryant Parks and Recreation Department
2025 Program Agreement

THIS AGREEMENT made and entered into on _____, 2024 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, Bryant, Arkansas (hereinafter called "THE CITY"), and Salt County Lacrosse, doing business at 6025 Lodestone Dr. Alexander, AR 72002 (hereinafter called "SCLAX").

WITNESSETH

WHEREAS, THE CITY maintains property at Alcoa 40 Park in Bryant, Arkansas; and

WHEREAS, the use of said property for the purpose of the Salt County Lacrosse program has been considered the best use of this property for recreational purposes and to better service the citizens of Bryant, Arkansas.

WHEREAS, THE CITY provides and maintains certain recreational facilities for programs and parks in Bryant, and

WHEREAS, Salt County Lacrosse provides program administration and operations of the lacrosse program in Bryant,

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant use of the Alcoa 40 Lacrosse Field between January 1, 2025 and December 31, 2029 as outlined here to SCLAX for the operation of Salt County Lacrosse Teams.

Named property will be used by SCLAX for practices on the dates and times listed on the schedules provided to THE DEPARTMENT.

The general conditions of this program agreement will be:

1. SCLAX will operate programs in accordance with nondiscrimination requirements of *Title VI* of the 1964 Civil Rights Act.
2. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.
3. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE CITY pertaining to parks and facilities.
4. It is understood that THE CITY will not be liable for any injuries incurred by participants who are participating in activities on or in THE DEPARTMENT Facility. SCLAX shall indemnify and hold the City of Bryant, its departments and all of its employees harmless against losses, claims, causes of action and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by SCLAX, its agents, employees, or program participants.
5. It is agreed that the named facility, area, or property may not be assigned, subleased, rented, reserved or loaned to any other group, business, individual, or entity by SCLAX without prior approval by THE CITY.

6. No permanent alterations, changes, or modifications to change the intended use may be made to facilities by SCLAX, without first receiving written approval from THE CITY. SCLAX must submit a detailed request in writing to THE CITY'S Park Department (hereinafter, "THE DEPARTMENT").
7. SCLAX assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by SCLAX. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill SCLAX.
8. SCLAX must inspect facilities prior to each use. If damage is discovered to equipment or a facility that poses an immediate hazard or danger, SCLAX must immediately notify THE DEPARTMENT. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. SCLAX must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day. SCLAX is permitted to keep their equipment, supplies, etc. in the storage room at the restrooms and pavilion as space allows. THE DEPARTMENT will not be responsible for any costs associated with any damage or theft to equipment being housed at a Bryant park.
9. SCLAX will control all litter by picking up litter their program creates after each time the facility is used. The litter must be placed in the proper receptacle by SCLAX.
10. SCLAX and THE DEPARTMENT will submit contact person(s) for after business hours' emergencies.
11. At the request of THE DEPARTMENT, SCLAX will remove all their equipment at the completion of this agreement period.
12. SCLAX will insure that their employees or participants do not attempt to operate equipment belonging to THE CITY or THE DEPARTMENT.
13. SCLAX agrees to pay THE DEPARTMENT $1500 each year of this agreement to cover the cost of field maintenance, labor, utilities, and other materials as needed. This amount is due by January 31st of each year. This amount may be reassessed and may be increased if the total participation for SCLAX programs surpasses 100 participants during the duration of this agreement.
14. SCLAX will be responsible for lining and painting of the field(s).
15. The Parks Master Plan for Alcoa 40 Park includes multi-purpose fields adjacent to the Lacrosse Field. If those are built during the duration of this agreement, SCLAX will also be granted space on those fields under this agreement.
16. SCLAX and THE DEPARTMENT recognize the use of the facilities during the dates and times provided by SCLAX as part of their program and will give SCLAX first access to use of the facilities. However, SCLAX recognizes that the facilities are tax payer constructed facilities meant for the use of the citizens of Bryant, and as such will work with THE DEPARTMENT to provide a realistic schedule that maximizes SCLAX's use of the facilities while maximizing citizen access to the facilities.
17. THE DEPARTMENT agrees to the following specific conditions and assurances:
    A. Alcoa 40 Park Lacrosse field will be maintained on a regular schedule. Maintenance includes mowing and weedeating on and around the field(s). SCLAX agrees to assist with mowing of game field when able.
    B. THE DEPARTMENT will attempt to repair damage to facilities in a timely manner, according to repairs needed.
    C. Permanent improvements to facilities and fields will become property of THE CITY.

D. Non-permanent improvements will be retained by SCLAX.

THE CITY or SCLAX may amend this agreement by the mutual assent of both parties. If this agreement is amended, it will be written, signed by both parties stated and attached to this original agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf on SCLAX; and supersede any and/or all previous agreements, contracts, or leases.

City of Bryant,
A municipal Corporation,

_____, Mayor

Salt County Lacrosse Authorized Agent,

_____