

CONTRACT FOR NORTHEAST MISSISSIPPI UMPIRE ASSOCIATION

THIS CONTRACT entered into this day by and between the City of Tupelo, Mississippi (hereinafter referred to as “City”), and the Northeast Mississippi Umpire Association (hereinafter referred to as (“NEMUA”).

City hereby retains the services of NEMUA to provide umpires and scorekeepers for all City of Tupelo adult and youth league softball games and all City-sponsored weekend tournament games for a term commencing on October 1, 2020 and ending on September 30, 2021.

City agrees to pay NEMUA the amount of (\$25.00) per umpire for each youth and adult slow pitch game and (\$35.00) per umpire for each youth fast pitch game, and (\$15.00) per scorekeepers for each game, this includes the assignment fee, worked during the term of this contract. If an official has to work a game by him or her self, he or she will be paid a game and a half. One check made payable to NEMUA will be issued by the City on the day after each City Council meeting during the term of this contract. NEMUA agree to provide a request for payment to the City of Tupelo Budget and Accounting office by the Tuesday preceding each regularly scheduled City Council meeting during the term of this contract.

City agrees to provide NEMUA with a schedule for league games at least one (1) week prior to season opener and one (1) week prior to any City sponsored weekend tournament. NEMUA agrees that all umpires must report for duty fifteen (15) minutes prior to game time.

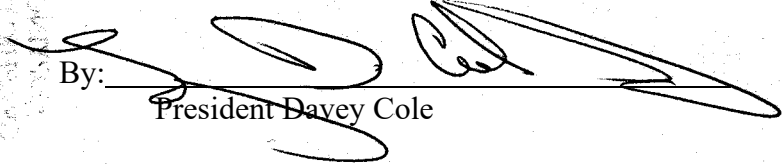
As additional consideration for this contract, NEMUA agrees to abide by all City of Tupelo ordinances, policies and safety requirements. NEMUA agrees that all officials assigned to work local league games will sign a criminal background check authorization form. NEMUA further agrees to hold harmless the City of Tupelo from any claim for damages or injuries

resulting from said provision of professional services. Dated this the _____ day of _____, 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordon

NORTHEAST MISSISSIPPI UMPIRE
ASSOCIATION

By:  _____
President Davey Cole

FRIENDS OF THE PARK AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the FRIENDS OF THE PARK (hereinafter “FOP”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the Association is an organization comprised of citizens who are members of FOP, provides assistance to the City through fundraising efforts and volunteer services which benefits the Parks and Recreation Department (“TPR”); and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to FOP and FOP will provide assistance to the City through fundraising efforts which benefit all the parks.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and FOP mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to FOP and FOP to provide assistance to the City through fundraising efforts which benefit all the parks.

SECTION 2. The term of this Agreement shall be from October 1, 2023, and ending on September 30, 2024.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and FOP on all issues relating to the event programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. FOP will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the parks.

SECTION 7. FOP agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by FOP.

SECTION 8. FOP may sponsor this event only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator.

Revenues derived by FOP from event will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, FOP agrees to provide volunteer support and, in exchange for such support, the City agrees that FOP will retain all revenues derived from gate receipts and vendor services.

SECTION 9. All revenues derived by FOP will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) 3 not-for-profit corporation. FOP shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide FOP with a monthly report of all deposits and expenditures. FOP will pay unto TSC an administrative fee per event. An agreement between FOP and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. FOP agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of FOP officers complete with addresses and telephone numbers.

SECTION 11. FOP shall notify City of all FOP regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 12. Each October, FOP may provide to the City a list of goals, projects and/or objectives for the coming year upon request. Any item purchased by FOP and for which FOP desires to give the City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 13. FOP may provide the City with an annual projected budget at the beginning of each new contract year (October 1) upon request. FOP agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 14. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it's option terminate this Agreement. Upon termination FOP's funds shall be returned to it by TSC and FOP\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

FRIENDS OF THE PARK

By: _____
President

FRIENDS OF THE PARK AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), FRIENDS OF THE PARK (hereinafter “FOP”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the city desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the FOP, is an organization comprised of members of FOP. FOP provides financial assistance to the City through fundraising efforts and volunteer services, which benefits all the parks; and

WHEREAS, the TSC is a 501 (c) (3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and FOP desires to use TSC as a financial administrator for all City associations’ monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, FOP and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and FOP to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2023 and ending September 30, 2024.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and FOP.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from FOP and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and FOP.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and FOP. Administrative and professional fees for these services will be shared by all City sports organizations. TSC will determine the amount FOP will pay for these services on an annual basis.

SECTION 6. TSC will provide City and FOP within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and FOP will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to FOP a percentage of marketing revenue associated with FOP programs. All marketing proposals for FOP must be approved by the City and FOP prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and special called meetings and will allow a city representative to attend such meetings. Under TSC by-laws, FOP's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

Marketing Director

\$40,000

\$10,000

October 1, 2023 to September 30, 2024

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
_____ day of _____ 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

FRIENDS OF THE PARK

By: _____
President

EXHIBIT A

October 1, 2023 to September 30, 2024

Tournament, Event and Activity Direction	\$35,000
General Administration	15,000
Travel	25,000
Training	7,500
Telephone	2,500

TUPELO AQUATIC GROUP AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO AQUATIC GROUP (hereinafter “TAG”).

WHEREAS, the city desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the city through its Parks and Recreation Department (“TPR”) operates a youth swimming program; and

WHEREAS, the TAG, is an organization comprised of parents and youth who participate in the City’s swimming program. TAG provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth swimming programs; and

WHEREAS, the City of Tupelo owns Tupelo Aquatic Center and operates a youth swimming program for the citizens of Tupelo; and

WHEREAS, both parties desire to enter into a written agreement whereby the city will provide administrative assistance to TAG and TAG will provide assistance to the City through fundraising efforts which benefit the city’s swimming programs and facilities.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this Agreement, the City, and TAG mutually agree as follows:

SECTION 1. The purpose of the Agreement is to define the terms for the City to provide administrative assistance to TAG and TAG to provide financial assistance to the City through its fundraising efforts for the benefit of the City’s swimming programs, services and facilities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2023 and ending September 30, 2024.

SECTION 3. The City shall provide supervision and administration of all City swimming activities, programs and events.

SECTION 4. A City Parks and Recreation Department Aquatics Director assigned by the Department Director shall serve as the liaison between the City and TAG on all issues relating to the City's swimming programs and activities.

SECTION 5. City will provide maintenance of Tupelo Aquatic Center.

SECTION 6. TAG will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the swim program.

SECTION 7. TAG may sponsor and schedule swim meets, practices, and clinics only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the facilities coordinator at any TAG-sponsored event.

SECTION 8. TAG will manage the registration of their aquatic programs on a yearly basis. They will be responsible for collecting applications and fee.

SECTION 9. Both parties acknowledge that TAG will pay a facilities.

SECTION 10. Revenues derived by TAG from swim meet entry fees will be used to cover expenses associated with conducting such swim meet including but not limited to: swim meet officials, fees, souvenirs, programs, security and awards. For all City-sponsored swim meets, TAG agrees to provide volunteer support and, in exchange for such support, the City agrees that TAG will retain all revenues derived from entry fees, gate receipts and vendor services.

SECTION 11. All revenues derived by TAG will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) 3 not-for-profit corporation. TAG shall deposit all funds into the TSC account. No deposits or changes of monies will be handled

through the Department of Parks and Recreation. TSC will provide FOP with a monthly report of all deposits and expenditures. TAG will pay unto TSC an administrative fee per event. An agreement between TAG and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 12. TAG is a certified affiliate of USA Swimming and shall maintain liability insurance coverage as provided to it through such affiliation and shall assure the City that at all time during which it uses the pool it will follow reasonable practices as required by USA Swimming so as to assure the safety of all participants.

SECTION 13. TAG agrees that all TAG participants will register with the city via the Tupelo Parks and Recreation Department.

SECTION 12. TAG agrees that all Board Members, Head Coaches, Assistant Coaches, and Officials will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 13. TAG agrees to provide City with a current constitution, by-laws, pertinent tax information; policies and procedures information and a list of TAG officers complete with addresses and phone numbers.

SECTION 14. Each October, TAG may provide to City upon request a list of goals, projects and/or objectives for the coming year. Any item purchased by TAG and for which TAG desires to give to the City for use at the City swimming facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 15. TAG may provide City upon request an annual projected budget at the beginning of each new contract year (October 1). TAG agrees to allow TSC to provide City with a monthly financial statement.

SECTION 16. TAG and City agree to provide approved lifeguards on deck as per the industry standard during non-pool hours.

SECTION 17. TAG shall notify City of all TAG regular meetings and a City representative may attend such meetings.

SECTION 18. TAG agrees to secure all entrances to the pool facility during non-pool hours and while using the pool for TAG activities.

SECTION 19. TAG agrees to be a member of the Tupelo Sports Council (TSC) and upon request provide an annual list of goals/objectives and a projected budget for its marketing activities to the City and TSC. TSC will pay to TAG a percentage of marketing revenue associated with TAG programs. All marketing proposals for TAG must be approved by the City prior to implementation of a marketing program.

SECTION 20. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO AQUATIC GROUP

By: _____
President

TUPELO AQUATIC GROUP AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), TUPELO AQUATIC GROUP (hereinafter “TAG”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TAG, is an organization comprised of parents and children who participate in the City’s swimming program. TAG provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth swimming programs; and

WHEREAS, the TSC is a 501 (c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TAG desires to use TSC as a financial administrator for all City sports associations’ monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TAG and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TAG to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2023 and ending September 30, 2024.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TAG.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TAG and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TAG.

SECTION 5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TAG. Professional fees for the CPA services will be shared equally by all City sports organizations.

SECTION 6. TSC, with the assistance of the CPA, will provide City and TAG within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and TAG may provide upon request an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TAG a percentage of marketing revenue associated with TAG programs. All marketing proposals for TAG must be approved by the City and TAG prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TAG's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these

services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost
Marketing Director	\$40,000	\$10,000

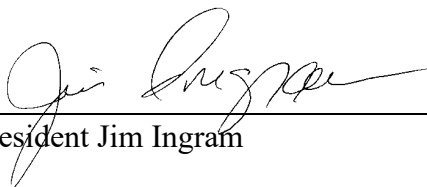
October 1, 2023 to September 30, 2024

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By:  _____
President Jim Ingram

TUPELO AQUATIC GROUP

By: _____
President

TUPELO CITY MUSEUM ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO CITY MUSEUM ASSOCIATION (hereinafter “TCMA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the Association is an organization comprised of citizens who are members of TCMA, provides assistance to the City through fundraising efforts and volunteer services which benefits the Parks and Recreation Department (“TPR”); and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to TCMA and TCMA will provide assistance to the City through fundraising efforts which benefit all the parks.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TCMA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TCMA and TCMA to provide assistance to the City through fundraising efforts which benefit all the parks.

SECTION 2. The term of this Agreement shall be from October 1, 2023, and ending on September 30, 2024.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TCMA on all issues relating to the event programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. TCMA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the parks.

SECTION 7. TCMA agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by TCMA.

SECTION 8. TCMA may sponsor this event only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator.

SECTION 9. Revenues derived by TCMA from event will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, TCMA agrees to provide volunteer support and, in exchange for such support, the City agrees that TCMA will retain all revenues derived from gate receipts and vendor services.

SECTION 10. All revenues derived by TCMA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) 3 not-for-profit corporation. TCMA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC may provide TCMA with a monthly report of all deposits and expenditures. TCMA will pay unto TSC an administrative fee per event. An agreement between TCMA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 11. TCMA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TCMA officers complete with addresses and telephone numbers.

SECTION 12. TCMA shall notify City of all TCMA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 13. Each October, TCMA may provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TCMA and for which TCMA desires to give the City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 14. TCMA may provide City with an annual projected budget at the beginning of each new contract year (October 1). TCMA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 15. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it's option terminate this Agreement. Upon termination TCMA's funds shall be returned to it by TSC and TCMA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2024.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

CITY MUSEUM ASSOCIATION

By: _____
President

TUPELO CITY MUSEUM ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), FRIENDS OF THE PARK (hereinafter “TCMA”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TCMA, is an organization comprised of members of TCMA. TCMA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits all the parks; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TCMA desires to use TSC as a financial administrator for all City associations’ monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TCMA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TCMA to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2023 and ending September 30, 2024.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TCMA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TCMA and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TCMA.

SECTION 5. TSC will perform the actual financial transactions and will provide all financial reports, documents, etc. to the City, TSC and TCMA. Administrative and professional fees for the services will be shared by all City organizations.

SECTION 6. TSC will provide City and TCMA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and TCMA may provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TCMA a percentage of marketing revenue associated with TCMA programs. All marketing proposals for TCMA must be approved by the City and TCMA prior to implementation of a marketing program.

SECTION 9. TCMA will notify TSC and City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TCMA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these

services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
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Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost
Marketing Director	\$40,000	\$10,000

October 1, 2023 to September 30, 2024

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

CITY MUSEUM ASSOCIATION

By: _____
President

TUPELO DISC GOLF ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO DISC GOLF ASSOCIATION (hereinafter “TDGA”).

WHEREAS, the city desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the city through its Parks and Recreation Department (“TPR”) operates a disc golf program; and

WHEREAS, the Association is an organization comprised of citizens who participate in the City’s Disc Golf programs, provides assistance to the city through fundraising efforts and volunteer services which benefits the Disc Golf programs; and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to TDGA and TDGA will provide assistance to the City through fundraising efforts which benefit the Disc Golf programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TDGA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the city to provide administrative assistance to TDGA and TDGA to provide assistance to the City through fundraising efforts which benefit the Disc Golf programs, facilities and activities.

SECTION 2. The term of this Agreement shall be from one (1) year beginning on October 1, 2023 and ending on September 30, 2024.

SECTION 3. The City of Tupelo will provide supervision and administration of all City Disc Golf activities and functions.

SECTION 4. A City Parks and Recreation Department Director assigned by the Department Director will serve as the liaison between the City and TDGA on all issues relating to the City Disc Golf programs and activities.

SECTION 5. The city will provide maintenance of all municipal facilities.

SECTION 6. TDGA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the Disc Golf program.

SECTION 7. TDGA agrees to operate concessions stands on City Disc Golf at events. TDGA must purchase and stock all concessions inventory and provide for staffing of each concessions stand. All revenues derived from concessions are retained by TDGA.

SECTION 8. TDGA may sponsor and schedule Disc Golf tournaments, camps, clinics and/or lessons only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator at any TDGA-sponsored tournament.

SECTION 9. Revenues derived by TDGA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City – sponsored tournaments, TDGA agrees to provide volunteer support and, in exchange for such support, the City agrees that TDGA will retain all revenues derived from gate receipts and vendor services.

SECTION 10. All revenues derived by TDGA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) 3 not-for-profit corporation.

TDGA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TDGA with a monthly report of all deposits and expenditures. TDGA will pay unto TSC an administrative fee per event. An agreement between TDGA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 11. TDGA agrees that all TDGA participants will be registered with the City via the TPR.

SECTION 12. TDGA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 13. TDGA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TDGA officers complete with addresses and telephone numbers.

SECTION 14. TDGA shall notify City of all TDGA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 15. Each October, TDGA may provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TDGA and for which TDGA desires to give the City for use at the City Disc Golf facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 16. TDGA may provide City with an annual projected budget at the beginning of each new contract year (October 1). TDGA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 17. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TDGA's funds shall be returned to it by TSC and TDGA\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO DISC GOLF ASSOCIATION

By: _____
President

TUPELO DISC GOLF ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), TUPELO DISC GOLF ASSOCIATION (hereinafter “TDGA”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TDGA, is an organization comprised of parents and children who participate in the City’s disc golf program. TDGA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth Disc Golf programs; and

WHEREAS, the TSC is a 501 (c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TDGA desires to use TSC as a financial administrator for all City sports associations’ monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TDGA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TDGA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2023 and ending September 30, 2024.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TDGA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TDGA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TDGA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TDGA. Administrative and professional fees for the services will be shared equally by all City sports organizations.

SECTION 6. TSC will provide City and TDGA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and TDGA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TDGA a percentage of marketing revenue associated with TDGA programs. All marketing proposals for TDGA may be approved by the City and TDGA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TDGA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost
Marketing Director	\$40,000	\$10,000

October 1, 2023 to September 30, 2024

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
day of _____ 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO DISC GOLF ASSOCIATION

By: _____
President

TUPELO FOURTH OF JULY CELEBRATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO FOURTH OF JULY CELEBRATION ASSOCIATION (hereinafter “TFJCA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) offers a Fourth of July Celebration event; and

WHEREAS, the Association is an organization comprised of citizens who are members of TFJCA, provides assistance to the City through fundraising efforts and volunteer services which benefits this event; and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to TFJCA and TFJCA will provide assistance to the City through fundraising efforts which benefit this event, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TFJCA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TFJCA and TFJCA to provide assistance to the City through fundraising efforts which benefit this event, facilities and activities.

SECTION 2. The term of this Agreement shall be from October 1, 2023 and ending on September 30, 2024.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TFJCA on all issues relating to the event programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. TFJCA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the event program.

SECTION 7. TFJCA agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by TFJCA.

SECTION 8. TFJCA may sponsor this event only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator.

Revenues derived by TFJCA from event will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, TFJCA agrees to provide volunteer support and, in exchange for such support, the City agrees that TFJCA will retain all revenues derived from gate receipts and vendor services.

SECTION 9. All revenues derived by TFJCA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) (3) not-for-profit corporation. TFJCA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TFJCA with a monthly report of all deposits and expenditures. TFJCA will pay unto TSC an administrative fee per event. An agreement between TFJCA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. TFJCA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TFJCA officers complete with addresses and telephone numbers.

SECTION 11. TFJCA shall notify City of all TFJCA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 12. Each October, TFJCA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TFJCA and for which TFJCA desires to give the City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 13. TFJCA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TFJCA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 14. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TFJCA's funds shall be returned to it by TSC and TFJCA\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO FOURTH OF JULY CELEBRATION
ASSOCIATION

By: _____
President

**TUPELO FOURTH OF JULY CELEBRATION ASSOCIATION AND TUPELO SPORTS
COUNCIL AGREEMENT**

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), TUPELO FOURTH OF JULY CELEBRATION ASSOCIATION (hereinafter “TFJCA”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TFJCA, is an organization comprised of members of TFJCA. TFJCA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the July Celebration; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TFJCA desires to use TSC as a financial administrator for all City associations’ monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TFJCA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TFJCA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2023 and ending September 30, 2024.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TFJCA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TFJCA and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TFJCA.

SECTION 5. TSC perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TFJCA. Administrative and professional fees will be shared by all City sports organizations.

SECTION 6. TSC will provide City and TFJCA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and TFJCA may provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TFJCA a percentage of marketing revenue associated with TFJCA programs. All marketing proposals for TFJCA must be approved by the City and TFJCA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TFJCA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost
Marketing Director	\$40,000	\$10,000
October 1, 2023 to September 30, 2024		

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
day of _____ 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO FOURTH OF JULY CELEBRATION
ASSOCIATION

By: _____
President

TUPELO PICKLEBALL ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO PICKLEBALL ASSOCIATION (hereinafter “TPA”).

WHEREAS, the city desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the city through its Parks and Recreation Department (“TPR”) operates a Pickleball program; and

WHEREAS, the Association is an organization comprised of citizens who participate in the City’s Pickleball programs, provides assistance to the city through fundraising efforts and volunteer services which benefits the Pickleball programs; and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to TPA and TPA will provide assistance to the City through fundraising efforts which benefit the Pickleball programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TPA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the city to provide administrative assistance to TPA and TPA to provide assistance to the City through fundraising efforts which benefit the Pickleball programs, facilities and activities.

SECTION 2. The term of this Agreement shall be from one (1) year beginning on October 1, 2023 and ending on September 30, 2024.

SECTION 3. The City of Tupelo will provide supervision and administration of all City Pickleball activities and functions.

SECTION 4. A City Parks and Recreation Department Director assigned by the Department Director will serve as the liaison between the City and TPA on all issues relating to the City Pickleball programs and activities.

SECTION 5. The city will provide maintenance of all municipal facilities.

SECTION 6. TPA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the Pickleball program.

SECTION 7. TPA agrees to operate concessions stands on City Pickleball at events. TPA must purchase and stock all concessions inventory and provide for staffing of each concessions stand. All revenues derived from concessions are retained by TPA.

SECTION 8. TPA may sponsor and schedule Pickleball tournaments, camps, clinics and/or lessons only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator at any TPA-sponsored tournament.

SECTION 9. Revenues derived by TPA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City – sponsored tournaments, TPA agrees to provide volunteer support and, in exchange for such support, the City agrees that TPA will retain all revenues derived from gate receipts and vendor services.

SECTION 10. All revenues derived by TPA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) 3 not-for-profit corporation. TPA

shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TPA with a monthly report of all deposits and expenditures. TPA will pay unto TSC an administrative fee per event. An agreement between TPA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 11. TPA agrees that all TPA participants will be registered with the City via the TPR.

SECTION 12. TPA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 13. TPA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TPA officers complete with addresses and telephone numbers.

SECTION 14. TPA shall notify City of all TPA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 15. Each October, TPA may provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TPA and for which TPA desires to give the City for use at the City Pickleball facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 16. TPA may provide City with an annual projected budget at the beginning of each new contract year (October 1). TPA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 17. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TPA's funds shall be returned to it by TSC and TPA\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO PICKLEBALL ASSOCIATION

By: _____
President

TUPELO PICKLEBALL ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), TUPELO PICKLEBALL ASSOCIATION (hereinafter “TPA”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TPA, is an organization comprised of parents and children who participate in the City’s Pickleball program. TPA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth Pickleball programs; and

WHEREAS, the TSC is a 501 (c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TPA desires to use TSC as a financial administrator for all City sports associations’ monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TPA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TPA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2023 and ending September 30, 2024.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TPA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TPA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TPA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TPA. Administrative and professional fees for the services will be shared equally by all City sports organizations.

SECTION 6. TSC will provide City and TPA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and TPA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TPA a percentage of marketing revenue associated with TPA programs. All marketing proposals for TPA may be approved by the City and TPA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TPA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost
Marketing Director	\$40,000	\$10,000
October 1, 2022 to September 30, 2023		

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
day of _____ 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO PICKLEBALL ASSOCIATION

By: _____
President

TUPELO SOFTBALL ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO SOFTBALL ASSOCIATION (hereinafter “TSA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) operates a youth softball program; and

WHEREAS, TSA, an organization comprised of parents of children who participate in the City’s youth softball program, provides assistance to the City through fundraising efforts and volunteer services which benefits the youth softball program; and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to TSA and TSA will provide assistance to the City through fundraising efforts which benefit the youth softball programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TSA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TSA and TSA to provide assistance to the City through fundraising efforts which benefit the youth softball programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2022 and ending September 30, 2023.

SECTION 3. The City of Tupelo will provide supervision and administration of all City youth softball activities and functions.

SECTION 4. A City Parks and Recreation Department Sports Director assigned by the Department Director will serve as the liaison between the City and TSA on all issues relating to the City softball programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities and playing fields utilized for the youth softball program.

SECTION 6. TSA/City of Tupelo will not allow outside organizations the right to use city property to run/organize/promote a program that the City of Tupelo/TSA already offers.

SECTION 7. Any organization attempting to run/operate a program that is not offered by the City of Tupelo/Tupelo Parks and Recreation Department must be approved by the Tupelo Parks Advisory Board and the Director of Tupelo Parks and Recreation.

SECTION 8. TSA agrees to obtain team sponsors for City youth softball teams.

SECTION 9. TSA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the softball program.

SECTION 10. TSA agrees to operate concessions stand on City playing field at games during the designated youth softball season and for any City-approved tournament games. TSA must purchase and stock all concessions inventory and provide for staffing each concessions stand. All revenues derived from concessions are retained by TSA.

SECTION 11. TSA may sponsor and schedule youth softball tournaments, camps and clinics only with approval of the City. The parties agree that all tournaments will have a Tournament Director approved by TPRD. The parties agree that all tournaments will have a tournament Director approved by TPR and the Director will be compensated at the rate of \$25.00 an hour not to exceed \$600.00 per tournament.

Revenues derived by TSA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game

officials, fees, souvenirs, programs, security and awards. For all City-sponsored tournaments, TSA agrees to provide volunteer support and, in exchange for such support, the City agrees that TSA will retain all revenues derived from tournament fees, gate receipts and vendor services.

SECTION 12. All revenues derived by TSA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) (3) not-for-profit corporation. TSA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TSA with a monthly report of all deposits and expenditures. TSA will pay unto TSC an administrative fee per event. An agreement between TSA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 13. TSA agrees that all TSA participants will be registered with the City via the TPR.

SECTION 14. TSA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 15. TSA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TSA officers complete with addresses and telephone numbers.

SECTION 16. TSA shall notify City of all TSA regular meetings and a City representative may attend such meetings.

SECTION 17. Each October, TSA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TSA and for which TSA desires to give

the City for use at the City softball facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 18. TSA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TSA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 19. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TSA's funds shall be returned to it by TSC and TSA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SOFTBALL ASSOCIATION

By: _____
President David Webb

TUPELO SOFTBALL ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), TUPELO SOFTBALL ASSOCIATION (hereinafter “TSA”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TSA, is an organization comprised of parents and children who participate in the City’s softball program. TSA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth softball programs; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TSA desires to use TSC as a financial administrator for all City sports associations’ monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TSA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TSA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2022 and ending September 30, 2023.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TSA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TSA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TSA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TSA. Administrative and professional fees for the services will be shared equally by all City sports organizations.

SECTION 6. TSC will provide City and TSA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and TSA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay unto TSA a percentage of marketing revenue associated with TSA programs. All marketing proposals for TSA must be approved by the City and TSA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TSA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget

Quarterly Fee

Tournament

\$35,000

\$600 per tournament

Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost
Marketing Director	\$40,000	\$10,000

October 1, 2022 to September 30, 2023

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ .

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO SOFTBALL ASSOCIATION

By: _____
President David Webb

TUPELO SKATE PARK ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO SKATE PARK ASSOCIATION (hereinafter “TSPA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) operates a skate park program; and

WHEREAS, the Association is an organization comprised of citizens who participate in the City’s skatepark programs, provides assistance to the City through fundraising efforts and volunteer services which benefits the Skate park programs; and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to TSPA and TSPA will provide assistance to the City through fundraising efforts which benefit the Skate park programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TSPA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TSPA and TSPA to provide assistance to the City through fundraising efforts which benefit the Skate park programs, facilities and activities.

SECTION 2. The term of this Agreement shall be from one (1) year beginning on October 1, 2023 and ending on September 30, 2024.

SECTION 3. The City of Tupelo will provide supervision and administration of all City skatepark activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TSPA on all issues relating to the City skatepark programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. TSPA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the skatepark program.

SECTION 7. TSPA agrees to operate concessions stands on City Skate Park at events. TSPA must purchase and stock all concessions inventory and provide for staffing of each concessions stand. All revenues derived from concessions are retained by TSPA.

SECTION 8. TSPA may sponsor and schedule skatepark tournaments, camps, clinics and/or lessons only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator at any TSPA-sponsored tournament.

Revenues derived by TSPA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City –sponsored tournaments, TSPA agrees to provide volunteer support and, in exchange for such support, the City agrees that TSPA will retain all revenues derived from tournament fees, gate receipts and vendor services.

SECTION 9. All revenues derived by TSPA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501(c) (3) not-for-profit corporation. TSPA shall deposit all funds into the TSC account. No deposits or changes of monies will be

handled through the Department of Parks and Recreation. TSC will provide TSPA with a monthly report of all deposits and expenditures. TSPA will pay unto TSC an administrative fee per event. An agreement between TSPA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. TSPA agrees that all TSPA participants will be registered with the City via the TPR.

SECTION 11. TSPA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 12. TSPA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TSPA officers complete with addresses and telephone numbers.

SECTION 13. TSPA shall notify City of all TSPA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 14. Each October, TSPA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TSPA and for which TSPA desires to give the City for use at the City skatepark facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 15. TSPA may provide City with an annual projected budget at the beginning of each new contract year (October 1). TSPA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 16. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TSPA's funds shall be returned to it by TSC and TSPA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SKATE PARK ASSOCIATION

By: _____
President

TUPELO SKATE PARK ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), TUPELO SKATE PARK ASSOCIATION (hereinafter “TSPA”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TSPA, is an organization comprised of parents and children who participate in the City’s skate program. TSPA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth skate park programs; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TSPA desires to use TSC as a financial administrator for all City associations’ monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City sports associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TSPA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TSPA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2023 and ending September 30, 2024.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TSPA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TSPA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TSPA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TSPA. Administrative and professional fees for the services will be shared by all City sports organizations.

SECTION 6. TSC, will provide City and TSPA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and TSPA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TSPA a percentage of marketing revenue associated with TSPA programs. All marketing proposals for TSPA must be approved by the City and TSPA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TSPA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost
Marketing Director	\$40,000	\$10,000

October 1, 2023 to September 30, 2024

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
day of _____ 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO SKATE PARK ASSOCIATION

By: _____
President

TUPELO TENNIS ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO TENNIS ASSOCIATION (hereinafter “TTA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) operates a tennis program; and

WHEREAS, the Association is an organization comprised of citizens who participate in the City’s tennis programs, provides assistance to the City through fundraising efforts and volunteer services which benefits the tennis programs; and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to TTA and TTA will provide assistance to the City through fundraising efforts which benefit the tennis programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TTA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TTA and TTA to provide assistance to the City through fundraising efforts which benefit the tennis programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2023 and ending on September 30, 2024.

SECTION 3. The City of Tupelo will provide supervision of all City tennis functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TTA on all issues relating to the City tennis programs and activities.

SECTION 5. The City will provide for and pay maintenance of all municipal facilities and tennis courts utilized for the tennis program.

SECTION 6. TTA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the tennis program.

SECTION 7. All revenues derived by TTA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) (3) not-for-profit corporation. TTA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TTA with a monthly report of all deposits and expenditures. TTA will pay unto TSC an administrative fee per event. An agreement between TTA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 8. TTA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 9. TTA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TTA officers complete with addresses and telephone numbers.

SECTION 10. TTA shall notify City of all TTA regular meetings and a City representative may attend such meetings.

SECTION 11. Each October, TTA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TTA and for which TTA desires to give the City for use at the City tennis facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 12. TTA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TTA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 13. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination, TTA's funds shall be returned to TSC and TTA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO TENNIS ASSOCIATION

By: _____
President

TUPELO TENNIS ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), TUPELO TENNIS ASSOCIATION (hereinafter “TTA”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TTA, is an organization comprised of parents and children who participate in the City’s tennis program. TTA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth tennis programs; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TTA desire to use TSC as a financial administrator for all City associations’ monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City sports associations.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants in this agreement, the City, TTA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TTA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2023 and ending September 30, 2024.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TTA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TTA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TTA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TTA. Administrative and professional fees for the services will be shared by all City organizations.

SECTION 6. TSC will provide City and TTA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and TTA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TTA a percentage of marketing revenue associated with FOP programs. All marketing proposals for TTA must be approved by the City and TTA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TTA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these

services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost
Marketing Director	\$40,000	\$10,000

October 1, 2023 to September 30, 2024

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of

_____ 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO TENNIS ASSOCIATION

By: _____
President

TUPELO THERAPEUTIC RECREATION ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO THERAPEUTIC RECREATION ASSOCIATION (hereinafter “TTRA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the Association is an organization which promotes and provides assistance in therapeutic recreation programs and activities carried out by City’s Department of Parks and Recreation; and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to TTRA and TTRA will provide assistance in therapeutic recreation programs, activities and Department special events which benefit special populations.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TTRA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TTRA and TTRA to provide assistance in therapeutic recreation programs, activities and Department special events for the City.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2023 and ending on September 30, 2024.

SECTION 3. The City of Tupelo will provide supervision and administration of all City-sponsored therapeutic activities and functions.

SECTION 4. A City Parks and Recreation Department Director assigned by the Department Director will serve as the liaison between the City and TTRA on all issues relating to therapeutic recreation programs, activities and Department special events.

SECTION 5. The City will provide maintenance of all municipal facilities utilized for the therapeutic recreation programs and activities.

SECTION 6. TTRA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the therapeutic recreation programs and activities.

SECTION 7. TTRA will be allowed to collect registration fees for therapeutic recreation programs, rental of the Bel Air Center and Department special events. The fees will be used for the direct cost associated with the programs. All revenues derived from Association's sponsorship and fundraising activities are retained by Association.

SECTION 8. All revenues derived by TTRA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) 3 not-for-profit corporation. TTRA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TTRA with a monthly report of all deposits and expenditures. TTRA will pay unto TSC an administrative fee per event. An agreement between TTRA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 9. TTRA agrees that all TTRA participants will be registered with the City via the TPR.

SECTION 10. TTRA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 11. TTRA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TTRA officers complete with addresses and telephone numbers.

SECTION 12. TTRA shall notify City of all TTRA regular meetings and a City representative will attend such meetings.

SECTION 13. Each October, TTRA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TTRA and for which TTRA desires to give the City for use at the City facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 14. TTRA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TTRA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 15. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TTRA's funds shall be returned to it by TSC and TTRA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO THERAPEUTIC RECREATION
ASSOCIATION

By: _____
President

**TUPELO THERAPUETIC RECREATION ASSOCIATION AND TUPELO SPORTS COUNCIL
AGREEMENT**

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), TUPELO THERAPUETIC RECREATION ASSOCIATION (hereinafter “TTRA”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TTRA, is an organization comprised of parents, children and senior citizens who participate in the City’s therapeutic program. TTRA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth therapeutic recreation; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote sports and recreation activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TTRA desires to use TSC as a financial administrator for all City associations’ monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City sports associations.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants in this agreement, the City, TTRA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TTRA to utilize TSC as a financial administrator and marketing organization for all sports and recreation associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2023 and ending September 30, 2024.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TTRA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TTRA and other sports and recreation associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TTRA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TTRA. Administrative and professional fees for the CPA services will be shared by all City sports and recreation organizations.

SECTION 6. TSC will provide City and TTRA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and TTRA may provide upon request an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TTRA a percentage of marketing revenue associated with TTRA programs. All marketing proposals for TTRA must be approved by the City and TTRA prior to implementation of a marketing program.

SECTION 9. TSC may notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TTRA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget

Quarterly Fee

Tournament

\$35,000

\$600 per tournament

Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost
Marketing Director	\$40,000	\$10,000

October 1, 2023 to September 30, 2024

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO THERAPUETIC RECREATION ASSOCIATION

By: _____
President

TUPELO YOUTH BASEBALL ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO YOUTH BASEBALL ASSOCIATION (hereinafter “TYBA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) operates a youth baseball program; and

WHEREAS, the TYBA, an organization comprised of parents of children who participate in the City’s youth baseball program, provides assistance to the City through fundraising efforts and volunteer services which benefits the youth baseball program; and

WHEREAS, both parties desire to enter into a written agreement whereby the City will provide administrative assistance to TYBA and TYBA will provide assistance to the City through fundraising efforts which benefit the youth baseball programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TYBA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TYBA and TYBA to provide assistance to the City through fundraising efforts, which benefit the youth baseball programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2023 and ending on September 30, 2024.

SECTION 3. The City will provide supervision and administration of all City youth baseball activities and functions.

SECTION 4. A City TPR Sports Director assigned by the Department Director will serve as the liaison between the City and TYBA on all issues relating to the City youth baseball programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities and playing fields utilized for the youth baseball program.

SECTION 6. TYBA/City of Tupelo will not allow outside organizations the right to use city property to run/organize/promote a program that the City of Tupelo/TYBA already offers.

SECTION 7. Any organization attempting to run/operate a program that is not offered by the City of Tupelo/Tupelo Parks and Recreation Department must be approved by the Tupelo Parks Advisory Board and the Director of Tupelo Parks and Recreation.

SECTION 8. TYBA agrees to assist Sports Director to obtain team sponsors for City youth baseball teams.

SECTION 9. TYBA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the baseball program.

SECTION 10. TYBA agrees to operate concessions stand on City playing field at games during the designated youth baseball season and for any City-approved youth tournament games. TYBA must purchase and stock all concessions inventory and provide for staffing each concessions stand. All revenues derived from concessions are retained by TYBA.

SECTION 11. TYBA may sponsor and schedule youth baseball tournaments, camps and clinics only with approval of the City. The parties agree that all tournaments will have a Tournament Director approved by Tupelo Parks and Recreation.

Revenues derived by TYBA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City approved tournaments, TYBA

agrees to provide volunteer support and, in exchange for such support, the City agrees that TYBA will retain all revenues derived from tournament fees, gate receipts and vendor services.

SECTION 12. All revenues derived by TYBA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501(c) (3) not-for-profit corporation. TYBA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TYBA with a monthly report of all deposits and expenditures. TYBA will pay unto TSC an administrative fee per event. An agreement between TYBA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 13. TYBA agrees that all TYBA participants will be registered with the City via the TPR.

SECTION 14. TYBA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 15. TYBA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TYBA officers complete with addresses and telephone numbers.

SECTION 16. TYBA shall notify City of all TYBA regular meetings and a City representative will attend such meetings.

SECTION 17. Each October, TYBA may provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TYBA and for which TYBA desires to give the City for use at the City baseball facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 18. TYBA may provide City with an annual projected budget at the beginning of each new contract year (October 1). TYBA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 19. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TYBA's funds shall be returned to it by TSC and TYBA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO YOUTH BASEBALL ASSOCIATION

By: _____
President

**TUPELO YOUTH BASEBALL ASSOCIATION AND TUPELO SPORTS COUNCIL
AGREEMENT**

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), TUPELO YOUTH BASEBALL ASSOCIATION (hereinafter “TYBA”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TYBA, is an organization comprised of parents and children who participate in the City’s baseball program. TYBA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth baseball programs; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TYBA desires to use TSC as a financial administrator for all monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for TYBA.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TYBA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TYBA to utilize TSC as a financial administrator and marketing organization for TYBA supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2023 and ending September 30, 2024.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TYBA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TYBA. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TYBA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TYBA. Administrative and professional fees for these services will be shared by all City organizations. TSC will determine the amount FOP will pay for these services on an annual basis.

SECTION 6. TSC will provide City and TYBA with procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and TYBA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TYBA a percentage of marketing revenue associated with TYBA programs. The City and TYBA must approve all marketing proposals for TYBA prior to implementation of a marketing program.

SECTION 9. TSC may notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TYBA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost

Telephone	\$2,500	Actual Cost
Marketing Director	\$40,000	\$10,000

October 1, 2023 to September 30, 2024

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
day of _____ 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO YOUTH BASEBALL ASSOCIATION

By: _____
President

TUPELO YOUTH SOCCER ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO YOUTH SOCCER ASSOCIATION (hereinafter “TYSA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) operates a youth soccer program; and

WHEREAS, the TYSA, an organization comprised of parents of children who participate in the City’s youth soccer program, provides assistance to the City through fundraising efforts and volunteer services which benefits the youth soccer program; and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to TYSA and TYSA will provide assistance to the City through fundraising efforts which benefit the youth soccer programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TYSA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TYSA and TYSA to provide assistance to the City through fundraising efforts, which benefit the youth soccer programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2023 and ending on September 30, 2024.

SECTION 3. The City of Tupelo will provide supervision and administration of all City youth soccer activities and functions.

SECTION 4. A City Parks and Recreation Department Sports Director assigned by the Department Director will serve as the liaison between the City and TYSA on all issues relating to the City soccer programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities and playing fields utilized for the youth soccer program.

SECTION 6. TYSA/City of Tupelo will not allow outside organizations the right to use city property to run/organize/promote a program that the City of Tupelo/TYSA already offers.

SECTION 7. Any organization attempting to run/operate a program that is not offered by the City of Tupelo/Tupelo Parks and Recreation Department must be approved by the Tupelo Parks Advisory Board and the Director of Tupelo Parks and Recreation.

SECTION 8. TYSA agrees to obtain team sponsors for City youth soccer teams.

SECTION 9. TYSA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the soccer program.

SECTION 10. TYSA agrees to operate concessions stand on City playing field at games during the designated youth soccer season and for any City-approved tournament games. TYSA must purchase and stock all concessions inventory and provide for staffing each concessions stand. All revenues derived from concessions are retained by TYSA.

SECTION 11. TYSA agrees to provide a Director of Coaching for all soccer programs. The City agrees to pay TYSA a fee not in excess of \$10.00 per registered soccer player per season as compensation for the Director of Coaching.

SECTION 11. TYSA may sponsor and schedule youth soccer tournaments, camps and clinics only with approval of the City. The parties agree that all tournaments will have a Tournament Director approved by TPR. The parties agree that all tournaments will have a Tournament Director approved by TPR and the Director.

Revenues derived by TYSA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City-sponsored tournaments, TYSA agrees to provide volunteer support and, in exchange for such support, the City agrees that TYSA will retain all revenues derived from tournament, gate receipts and vendor services.

SECTION 12. All revenues derived by TYSA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) (3) not-for-profit corporation. TYSA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TYSA with a monthly report of all deposits and expenditures. TYSA will pay unto TSC an administrative fee per event. An agreement between TYSA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 13. TYSA agrees that all TYSA participants will be registered with the City via the TPR.

SECTION 14. TYSA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 15. TYSA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TYSA officers complete with addresses and telephone numbers.

SECTION 16. TYSA shall notify City of all TYSA regular meetings and a City representative will attend such meetings.

SECTION 17. Each October, TYSA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TYSA and for which TYSA desires to give

the City for use at the City soccer facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 18. TYSA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TYSA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 19. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it s option terminate this Agreement. Upon termination TYSA’s funds shall be returned to it by TSC and TYSA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO YOUTH SOCCER ASSOCIATION

By: _____
President

TUPELO YOUTH SOCCER ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), TUPELO YOUTH SOCCER ASSOCIATION (hereinafter “TYSA”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TYSA, is an organization comprised of parents and children who participate in the City’s soccer program. TYSA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth soccer programs; and

WHEREAS, TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TYSA desires to use TSC as a financial administrator for all City associations’ monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TYSA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TYSA to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2023 and ending September 30, 2024.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TYSA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TYSA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TYSA.

SECTION 5. TSC will perform the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TYSA. Administrative and professional fees will be shared by all City sports organizations.

SECTION 6. TSC will provide City and TYSA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and TYSA, which will promote the activities, services and events of the TYSA as well as other associations and the City's recreational program in general.

SECTION 8. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 12 below.

SECTION 9. City and TYSA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TYSA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TYSA must be approved by the City and TYSA prior to implementation of a marketing program.

SECTION 10. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TYSA's current President will be member of TSC's board of directors.

SECTION 11. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 12. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event

General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost
Marketing Director	\$40,000	\$10,000

October 1, 2023 to September 30, 2024

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO YOUTH SOCCER ASSOCIATION

By: _____
President

VETERANS COUNCIL AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the VETERANS COUNCIL (hereinafter “VC”).

WHEREAS, the city desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the Association is an organization comprised of citizens who are members of VC, provides assistance to the city through fundraising efforts and volunteer services which benefits the Parks and Recreation Department (“TPR”); and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to VC and VC will provide assistance to the City through fundraising efforts which benefit all the parks.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and VC mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the city to provide administrative assistance to VC and VC to provide assistance to the City through fundraising efforts which benefit all the parks.

SECTION 2. The term of this Agreement shall be from October 1, 2023, and ending on September 30, 2024.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and VC on all issues relating to the event programs and activities.

SECTION 5. The city will provide maintenance of all municipal facilities.

SECTION 6. VC will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the parks.

SECTION 7. VC agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by VC.

SECTION 8. VC may sponsor events only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities coordinator.

Revenues derived by VC from any events will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, VC agrees to provide volunteer support and, in exchange for such support, the City agrees that VC will retain all revenues derived from gate receipts and vendor services.

SECTION 9. All revenues derived by VC will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) (3) not-for-profit corporation. VC shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide VC with a monthly report of all deposits and expenditures. VC will pay unto TSC an administrative fee per event. An agreement between VC and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. VC agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of VC officers complete with addresses and telephone numbers.

SECTION 11. VC shall notify City of all VC regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 12. Each October, VC will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by VC and for which VC desires to give the City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 13. VC will provide City with an annual projected budget at the beginning of each new contract year (October 1). VC agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 14. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination VC's funds shall be returned to it by TSC and VC\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

VETERANS COUNCIL

By: _____
President

VETERANS COUNCIL AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), VETERANS COUNCIL (hereinafter “VC”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the VC, is an organization comprised of members of VC. VC provides financial assistance to the City through fundraising efforts and volunteer services, which benefits all the parks; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and VC desires to use TSC as a financial administrator for all City associations’ monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, VC and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and VC to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2020 and ending September 30, 2023.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and VC.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from VC and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and VC.

SECTION 5. TSC will perform the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and VC. Administrative and professional fees will be shared by all City sports organizations.

SECTION 6. TSC will provide City and VC within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. City agrees to provide the services of a full-time Marketing Director to assist TSC and its member organization with marketing activities related to its events and activities. In exchange for these services, TSC agrees to compensate City in an amount equal to the value of those services as determined by the average hourly wage of the Marketing Director, but not less than the amount established for the services of the Marketing Director as stated in Section 11 below.

SECTION 8. City and VC will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to VC a percentage of marketing revenue associated with VC programs. All marketing proposals for VC must be approved by the City and VC prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, VC's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost

Telephone	\$2,500	Actual Cost
Marketing Director	\$40,000	\$10,000

October 1, 2023 to September 30, 2024

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
_____ day of _____ 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

VETERANS COUNCIL

By: _____
President