

TUPELO SOFTBALL ASSOCIATION 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©(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 ©(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:

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.
2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TSA.
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.
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 TSA. Professional fees for the CPA services will be shared equally by all City sports organizations.

6. TSC, with the assistance of the CPA, 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.

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

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. TSA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TSA must be approved by the City and TSA prior to implementation of a marketing program.

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.

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.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2021.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO SOFTBALL ASSOCIATION

By: _____
President David Webb

TUPELO SOFTBALL ASSOCIATION 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, 2020 and ending September 30, 2021.

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. 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.

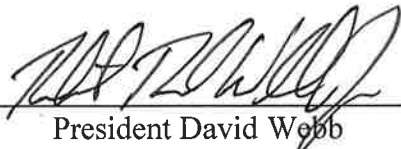
SECTION 19. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it s option terminate this Agreement. 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 _____, 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SOFTBALL ASSOCIATION

By:  _____
President David Webb

VETERANS 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©(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 ©(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:

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.

2. The term of this Agreement shall be from October 1, 2020 and ending September 30, 2021.

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

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.

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 VC. Professional fees for the CPA services will be shared equally by all City organizations.

6. TSC, with the assistance of the CPA, 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.

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

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. VC will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for VC must be approved by the City and VC prior to implementation of a marketing program.

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.

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.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2020.

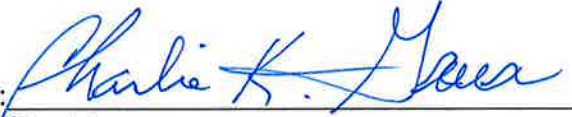
CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

VETERANS COUNCIL

By:  _____
President Charlie Greer

VETERANS COUNCIL 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, 2020, and ending on September 30, 2021.

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. 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 it's 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 _____, 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

VETERANS COUNCIL

By: 
President Charlie Greer

TUPELO DISC GOLF ASSOCIATION 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©(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 ©(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:

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.
2. The term of this Agreement shall be from October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TDGA.

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.

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 TDGA. Professional fees for the CPA services will be shared equally by all City sports organizations.

6. TSC, with the assistance of the CPA, 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.

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

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. TDGA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TDGA must be approved by the City and TDGA prior to implementation of a marketing program.

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.

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.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 20th
day of NOVEMBER 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO DISC GOLF ASSOCIATION

By: Sean Portilla
President Sean Portilla

TUPELO DISC GOLF ASSOCIATION 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, 2020 and ending on September 30, 2021.

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.

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 9. 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. An agreement between TDGA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

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

SECTION 11. 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 12. 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 13. TDGA shall notify City of all TDGA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 14. Each October, TDGA will 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 15. TDGA will 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 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 it's 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 20th day of NOVEMBER, 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO DISC GOLF ASSOCIATION

By: Sean Portilla
President Sean Portilla

TUPELO CITY MUSEUM ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the 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, 2020, and ending on September 30, 2021.

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.

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 9. 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 will provide TCMA with a monthly report of all deposits and expenditures. An agreement between TCMA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. 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 11. TCMA shall notify City of all TCMA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 12. Each October, TCMA will 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 13. TCMA will 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.

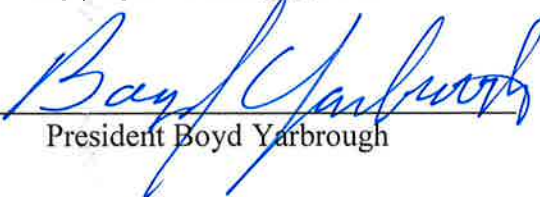
SECTION 14. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it's option terminate this Agreement. Upon termination 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 _____, 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

CITY MUSEUM ASSOCIATION

By: 
President Boyd Yarbrough

TUPELO CITY MUSEUM ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), FRIENDS OF THEPARK (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©(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 ©(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:

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.

2. The term of this Agreement shall be from October 1, 2020 and ending September 30, 2021.

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

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.

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 TCMA. Professional fees for the CPA services will be shared equally by all City organizations.

6. TSC, with the assistance of the CPA, 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.

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

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

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, TCMA's current President will be member of TSC's board of directors.

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.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2020.

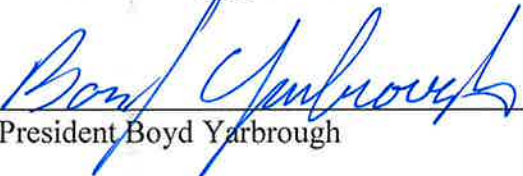
CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

CITY MUSEUM ASSOCIATION

By:  _____
President Boyd Yarbrough

TUPELO SKATE PARK ASSOCIATION 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©(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 ©(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:

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.
2. The term of this Agreement shall be from October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TSPA.

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.

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 TSPA. Professional fees for the CPA services will be shared equally by all City sports organizations.

6. TSC, with the assistance of the CPA, 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.

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

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. TSPA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TSPA must be approved by the City and TSPA prior to implementation of a marketing program.

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.

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.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 20th
day of November 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO SKATE PARK ASSOCIATION

By: Carm _____
President Carter Riley

TUPELO SKATE PARK ASSOCIATION 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 Skate park 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, 2020 and ending on September 30, 2021.

SECTION 3. The City of Tupelo will provide supervision and administration of all City Skate park 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 Skate park 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 Skate park 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 Skate park 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©(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. 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 Skate park 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 will 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 it's 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 20th day of November, 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SKATE PARK ASSOCIATION

By: Cumy
President Carter Riley

TUPELO YOUTH BASEBALL ASSOCIATION 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, 2020 and ending on September 30, 2021.

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 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 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. 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 will 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 will 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 it s 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 _____, 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO YOUTH BASEBALL ASSOCIATION

By:  _____
President Chad Brown

TUPELO YOUTH BASEBALL ASSOCIATION 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©(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 ©(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:

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.
2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TYBA.
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.
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 TYBA. All TSC associations will share professional fees for the CPA services equally.
6. TSC, with the assistance of the CPA, 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.

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

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. TYBA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. The City and TYBA must approve all marketing proposals for TYBA prior to implementation of a marketing program.

9. TSC will 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.

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.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO YOUTH BASEBALL ASSOCIATION

By:  _____
President Chad Brown

TUPELO YOUTH BASEBALL ASSOCIATION 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©(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 ©(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:

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.
2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TYBA.
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.
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 TYBA. All TSC associations will share professional fees for the CPA services equally.
6. TSC, with the assistance of the CPA, 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.

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

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. TYBA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. The City and TYBA must approve all marketing proposals for TYBA prior to implementation of a marketing program.

9. TSC will 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.

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.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2020.


CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO YOUTH BASEBALL ASSOCIATION

By:  _____
President Chad Brown

TUPELO FOURTH OF JULY CELEBRATION ASSOCIATION 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©(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 ©(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:

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.
2. The term of this Agreement shall be from October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TFJCA.

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.

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 TFJCA. Professional fees for the CPA services will be shared equally by all City sports organizations.

6. TSC, with the assistance of the CPA, 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.

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

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

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.

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.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
day of _____ 2020.


CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO FOURTH OF JULY CELEBRATION
ASSOCIATION

By:  _____
President David Dillard

TUPELO FOURTH OF JULY CELEBRATION 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, 2020 and ending on September 30, 2021.

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. 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.

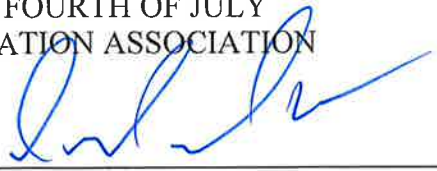
SECTION 14. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it's option terminate this Agreement. 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 _____, 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO FOURTH OF JULY
CELEBRATION ASSOCIATION

By:  _____
President David Dillard

TUPELO THERAPUETIC RECREATION ASSOCIATION 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©(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 ©(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 premised and terms, conditions and covenants in this agreement, the City, TTRA and TSC mutually agree as follows:

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.
2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TTRA.
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.
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 TTRA. Professional fees for the CPA services will be shared equally by all City sports and recreation organizations.

6. TSC, with the assistance of the CPA, 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.

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

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

9. TSC will 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.

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.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 17th day of November 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO THERAPUETIC RECREATION ASSOCIATION

By: Patricia Clark
President Pat Clark

TUPELO THERAPUETIC RECREATION ASSOCIATION 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©(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 ©(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 premised and terms, conditions and covenants in this agreement, the City, TTRA and TSC mutually agree as follows:

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.
2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TTRA.
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.
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 TTRA. Professional fees for the CPA services will be shared equally by all City sports and recreation organizations.

6. TSC, with the assistance of the CPA, 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.

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

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

9. TSC will 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.

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.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 17th day of November 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO THERAPUETIC RECREATION ASSOCIATION

By: Patricia Clark
President Pat Clark

TUPELO TENNIS ASSOCIATION 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, 2020 and ending on September 30, 2021.

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. 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 _____, 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO TENNIS ASSOCIATION

By: Daniel Pounders
President Daniel Pounders

TUPELO TENNIS ASSOCIATION 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©(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 ©(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:

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.

2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2021.

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

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.

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 TTA. Professional fees for the CPA services will be shared equally by all City organizations.

6. TSC, with the assistance of the CPA, 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.

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

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. TTA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TTA must be approved by the City and TTA prior to implementation of a marketing program.

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.

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.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO TENNIS ASSOCIATION

By: Daniel Pounders
President Daniel Pounders

TUPELO FRIENDS OF THE PARK 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, 2020, and ending on September 30, 2021.

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. 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 will provide to City a list of goals, projects and/or objectives for the coming year. 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 will provide City with an annual projected budget at the beginning of each new contract year (October 1). FOP agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

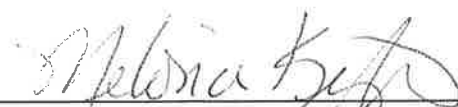
SECTION 14. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it's option terminate this Agreement. 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 _____, 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

FRIENDS OF THE PARK

By:  _____
President Melanie Kight

TUPELO FRIENDS OF THE PARK AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), FRIENDS OF THEPARK (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©(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 ©(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:

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.

2. The term of this Agreement shall be from October 1, 2020 and ending September 30, 2021.

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

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.

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 FOP. Professional fees for the CPA services will be shared equally by all City organizations.

6. TSC, with the assistance of the CPA, 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.

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

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. FOP will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for FOP must be approved by the City and FOP prior to implementation of a marketing program.

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.

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.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

FRIENDS OF THE PARK

By:  _____
President Melanie Kight

TUPELO YOUTH SOCCER ASSOCIATION 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, 2020 and ending on September 30, 2021.

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. In exchange for TYSA's operation of concessions, City agrees to pay TYSA \$10.00 per registered soccer player per season. 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 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 will be compensated at the rate of \$25.00 an hour not to exceed \$600.00 per tournament.

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. 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 _____, 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO YOUTH SOCCER ASSOCIATION
By:  _____
President Cory Fremont

TUPELO YOUTH SOCCER ASSOCIATION 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©(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 ©(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:

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.
2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2020.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TYSA.
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.
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 TYSA. Professional fees for the CPA services will be shared equally by all City sports organizations.

6. TSC, with the assistance of the CPA, 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.

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.

8. 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.

9. 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.

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.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO YOUTH SOCCER ASSOCIATION

By: _____
President Cory Fremont

TUPELO AQUATIC GROUP 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, 2020 and ending September 30, 2021.

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 fee in accordance with item 7 of the City, TAG and TSC agreement. The facility fee will be used to cover the expenses for facility maintenance and labor.

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 10. 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 11. TAG agrees that all TAG participants will registered 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 will provide to City 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 will provide City with 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 will coordinate efforts to provide approved swimming.

SECTION 17. TAG agrees to provide approved lifeguards on deck as per the industry standard during non-pool hours.

SECTION 18. TAG shall notify City of all TAG regular meetings and a City representative may attend such meetings.

SECTION 19. TAG agrees to secure all entrances to the pool facility during non-pool hours and while using the pool for TAG activities.

SECTION 20. TAG agrees to be a member of the Tupelo Sports Council (TSC) and to provide an annual list of marketing goals/objectives to the City and TSC as well as a projected budget for its marketing activities. TAG will pay a fee to TSC for marketing services based on the cost of the services provided to TAG. All marketing proposals for TAG must be approved by the City prior to implementation of a marketing program.

SECTION 21. 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 _____ 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO AQUATIC GROUP

By:  _____
President John Gaston

TUPELO AQUATIC GROUP 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©(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 ©(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:

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.
2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TAG.

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.

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.

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.

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

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

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.

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.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2021.

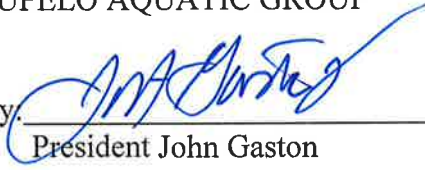
CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO AQUATIC GROUP

By:  _____
President John Gaston