

## COMMUNITY PARTNER AGREEMENT

**TENNESSEE FOOTBALL, INC. &  
THE METROPOLITAN GOVERNMENT OF NASHVILLE and DAVIDSON COUNTY  
By and through The Department of Parks and Recreation  
for the benefit of the LOOBY COMMUNITY CENTER**

This Community Partner Agreement ("Agreement") is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Tennessee Football, Inc., doing business as the Tennessee Titans ("**Titans**") and The Metropolitan Government of Nashville and Davidson County ("Metro") by and through the Department of Parks and Recreation for the benefit of the Looby Community Center ("**Looby**") (Titans and Metro each a "**Party**", and collectively the "**Parties**"), based on extensive feedback and areas of need identified by Metro Parks personnel and key stakeholders to support day-to-day operations and programming for youth and adults utilizing Looby's services.

### RECITALS

WHEREAS, the Titans have committed to establishing a program campaign to support efforts to make capital improvements to the Looby Community Center facility.; and

WHEREAS, The Department of Parks and Recreation will work to identify opportunities for Titans players, staff, and leadership to visit the facility, participate in events and support programming at the center.

NOW THEREFORE, in consideration of the above premises and mutual covenants and promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound by this written instrument, Titans and Metro do hereby agree to execute this Agreement as follows:

#### I. **Definitions**

Agreement" has the meaning set forth above.

"Community Advisory Committee" means the six-member committee responsible to quarterly review the Titans' progress with respect to the Titans' ONE Community platform and comprising two community partners, two education partners and two Titans representatives.

"Looby" is a recreational facility of the Metropolitan Government of Nashville and Davidson County operated by the Department of Parks and Recreation. It is an anchor institution in the North Nashville area having been named after the late former Metro Councilman and civil rights leader Dr. Z. Alexander Looby.

"ONE" means the Titans ONE Community platform which includes individual agreements based on opportunities to build on existing partnerships and initiatives. These agreements enhance the organization's existing commitment to serve and empower neighborhoods and communities.

“Party” or “Parties” refers to each signatory of this Agreement.

“Titans” means Tennessee Football, Inc. doing business as the Tennessee Titans, a Member Club of the NFL.

## **II. Obligations of the Titans**

The Titans will be obligated to perform the following responsibilities, to be binding on the Titans and fully enforceable by a court of law:

- a) The Titans commit to establishing a campaign to support efforts to make capital improvements to the Looby Community Center facility.
- b) The Titans commit to strengthening the organization’s existing relationship with Metro by and through the Department of Parks and Recreation for the benefit of the Looby Community Center through active engagement from players and staff. Titans and Metro will work to identify opportunities for Titans players, Titans staff, and Titans leadership to visit the facility, participate in events and support programming at the center.
- c) The Titans commit to working with Metro to address the following areas of support and/or need relative to Looby’s physical space and premises, as identified by Metro:
  - i. Updates to current kitchen and cooking space areas
  - ii. Upgrade Wi-Fi services and/or computer lab access
  - iii. Enhancements to current Game Room furnishings and décor to create a safe and calming space for youth.
  - iv. Installation of an area of the facility to be mutually agreed upon by the Parties, for the purpose of providing improvement to the facility.
  - v. The Titans will work with Metro to explore the creation of high-level storytelling content to promote the partnership and its impact on members of underserved communities.
- d) In partnership with Metro Parks, the Titans will offer Girls Flag Football to the North Nashville community and will partner with Metro by and through the Department of Parks and Recreation to promote and implement the program at the Looby Community Center..
- e) The Titans will continue to identify additional opportunities to engage with Metro for the benefit of the Looby Community Center and residents through good will and services.

## **III. Obligations of Metro**

Metro will be obligated to perform the following responsibilities:

- a) Metro will work to identify opportunities for Titans players, Titans staff, and Titans leadership to visit the facility, participate in events and support programming at the center.
- b) Metro will partner with the Titans to build on the Titans' commitment to serve and empower neighborhoods and communities.

#### **IV. Accountability, Monitoring & Reporting**

The Parties agree to be held to annual public accountability, monitoring and reporting measures to ensure their obligations under this Agreement are satisfactorily met. The Parties intend for the rights and obligations created by this Agreement to be both continuing in nature and cooperative, such that both the Titans and Metro actively participate and work together with due diligence and good faith in furtherance of the terms and conditions of this Agreement as outlined below.

The Titans will establish a Community Advisory Committee responsible to quarterly review the Parties progress with respect to this Agreement and the Titans' ONE Community platform. The Community Advisory Committee will create, publish, and submit an annual report with recommendations to the Metropolitan Council of Nashville and Davidson County, Office of the Mayor, Sports Authority, and other key stakeholders. The annual report will provide a record of accountability containing verified and validated information and will be made accessible to the public via multiple communication methods.

#### **V. Term/Termination**

##### **1) Term**

- a) Unless earlier terminated in accordance with the provisions of this Agreement, the term shall commence as of \_\_\_\_\_, and expire on December 31, 2027 ("**Term**").
- b) At the end of the Term, with mutual agreement from the Parties and/or their designated representatives, the Parties expect that this Agreement may be renewed under the same and/or subsequently modified terms and conditions.

##### **2) Termination**

- a) This Agreement will remain in full force and effect for the Term, except that it can be terminated immediately in writing under the following circumstances:
  - i. The Titans and Metro may mutually agree in writing to modify or revoke any and/or all provisions of this Agreement, or to terminate it; or
  - ii. The termination, bankruptcy, and/or insolvency of the Titans or Metro.

## **VI. Miscellaneous**

- 1) This Agreement will be binding on each of the Parties hereto and their respective personal representatives, executives, agents, attorneys, principals, and assigns.
- 2) The Parties agree that full and adequate consideration has been given by each Party hereto and each Party acknowledges the sufficiency and adequacy of said consideration.
- 3) The Parties acknowledge that no promise, agreement, statement or representation, whether oral or written, not herein expressed has been made to or relied upon by any one of them and that this Agreement contains the entire agreement between the Parties.
- 4) Should either Party allege that the other Party is in default of this Agreement, written notice of the alleged default shall be provided. The defaulting Party shall have thirty (30) days to respond and cure any such default.
- 5) If any term, provision, or clause within this Agreement will be determined by a court of competent jurisdiction to be invalid, void or unenforceable, only that particular term, provision, or clause will be nullified. The remainder of the Agreement will continue to be in full force and effect.
- 6) This Agreement will be governed by and construed in accordance with the internal laws of the State of Tennessee without regard to its conflict of laws provisions.
- 7) Any donor recognition or advertising requires prior approval of the Board of Parks and Recreation and/or Parks Department staff.
- 8) Any changes to this Agreement shall comply with Parks Board policies and the Metropolitan Code.

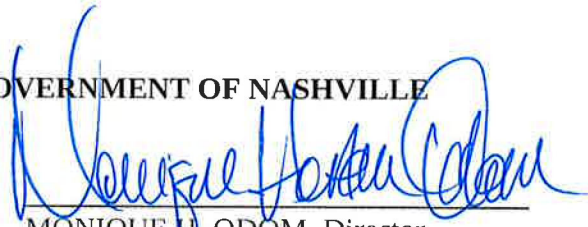
[SIGNATURE PAGE TO FOLLOW]

**TENNESSEE FOOTBALL, INC. METRO GOVERNMENT OF NASHVILLE**

  
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Contractworks

ADOLPHO A. BIRCH III  
Sr. Vice President & Chief Legal Officer  
Date: 03/03/2023

  
MONIQUE H. ODOM, Director  
Department of Parks and Recreation  
Date: 4/7/23

**APPROVED AS TO AVAILABILITY  
OF FUNDS:**

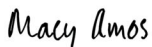
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Kelly Flannery, Director  
Finance Department

**APPROVED AS FORM AND  
LEGALITY:**

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Metropolitan Attorney