

## FACT SHEET

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<u>Title</u>	<u>Date</u>	<u>Originating Department</u>
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AN AMMENDMENT TO THE AGREMMENT WITH THE NORTHWEST LOUISIANA YOUTH GOLF & EDUCATION FOUNDATION INC. DBA FIRST TEE OF NORTHWEST LOUISIANA (FIRST TEE) AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	May 6, 2014	SPAR
		<b><u>Sponsor</u></b>
		SPAR

### **Purpose**

To authorize the Mayor to execute an amendment to the agreement with Northwest Louisiana Youth Golf and Education Foundation, Inc. dba First Tee of Northwest Louisiana.

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### **Background Information**

Northwest Louisiana Youth Golf and Education Foundation, Inc. dba First Tee of Northwest Louisiana is the local sponsor of the First Tee Junior Golf Program ("First Tee"). First Tee is a unique and innovative youth golf program that combines fundamental instruction in the game of golf with life skills training. The program is open to all youth of the City however, special effort will be made to recruit participants who may not otherwise have an opportunity to learn the sport of golf.

In 2009, the City of Shreveport entered into an agreement with First Tee of Northwest Louisiana to manage and maintain Jerry Tim Brooks Golf Course. At that time the City continue to provide and compensate two maintenance personnel. Over the last few years, it has been hard for the City to adequately manage the personnel and the operations of the golf course. After discussing with the Board Members of First Tee, we feel it would be best for them to provide, compensate, and supervise employees to maintain the golf course grounds and facilities. The amendment adds language for this change and provides \$40,000 in funding for use by First Tee for Grounds Maintenance.

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### **Timetable**

Introduction - May 13, 2013  
Final Passage - May 27, 2013

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### **Special Procedural Requirements**

None

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### **Finances**

The estimated total cost of this resolution is \$40,000.00

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**Discussion**

None

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**Alternatives**

1. Adopt the resolution as submitted.
2. Amend the resolution.
3. Deny the resolution.

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**Conclusion**

Alternative Number 1 is recommended.

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FACT SHEET PREPARED BY: Shelly Ragle, Director

RESOLUTION NO. \_\_\_\_\_ OF 2009

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMMENDMENT TO THE AGREEMENT WITH NORTHWEST LOUISIANA YOUTH GOLF AND EDUCATION FOUNDATION, INC. DBA FIRST TEE OF NORTHWEST LOUISIANA AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY:

WHEREAS, in 2009 the City and Northwest Louisiana Youth Golf and Education Foundation, Inc. dba First Tee of Northwest Louisiana entered into an Agreement for management of Jerry Tim Brooks Golf Course; and

WHEREAS, First Tee of Northwest Louisiana has operated the pro-shop and pro-shop at Jerry Tim Brooks Golf Course, a public golf course located at 2200 Milam; for the last five years; and

WHEREAS, First Tee of Northwest Louisiana has offered to partner with the City to now operate and maintain the grounds at Jerry Tim Brooks Golf Course for and on behalf of the City; and

WHEREAS, it is in the best interest of the City to accept such offer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, legal and regular session convened that the Mayor is authorized to execute an amendment to the agreement with Northwest Louisiana Youth Golf and Education Foundation, Inc. dba First Tee of Northwest Louisiana (First Tee), substantially in accordance with the draft attached hereto and filed for public inspection with the Office of the Clerk of Council on

\_\_\_\_\_.

BE IT FURTHER RESOLVED that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or applications and to this end the provisions of this resolution are hereby declared severable.

BE IT FURTHER RESOLVED that all ordinances or resolutions or parts thereof in conflict herewith are hereby repealed.

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney's Office

AMENDMENT NUMBER 1  
TO THE AGREEMENT BETWEEN THE  
CITY OF SHREVEPORT  
AND THE  
NORTHWEST LOUISIANA YOUTH GOLF AND EDUCATION FOUNDATION, INC.

THIS AMENDED AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the City of Shreveport (“City”), a municipal corporation of the State of Louisiana, represented by Cedric B. Glover, Mayor, duly authorized to act herein and Northwest Louisiana Youth Golf And Education Foundation, Inc. . Db a First Tee Of Northwest Louisiana (“First Tee”), a duly organized Louisiana non-profit corporation represented herein by \_\_\_\_\_, \_\_\_\_\_, duly authorized to act herein by virtue of a Resolution of the Board of Directors attached hereto and made a part hereof.

WITNESSETH

WHEREAS, City and Contractor entered into a Cooperative Endeavor Agreement (the “Agreement”) on March 26, 2009; and

WHEREAS City and Sci-Port now desire to amend *Section 3. Rights, Duties, and Obligations of the City and First Tee* of the Agreement to amend sub-section “3.5” and to amend sub-section “3.8” to now read as follows:

**3. RIGHTS DUTIES AND OBLIBGATIONS OF CITY AND FIRST TEE**

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**City** Agrees to:

**3.5 provide for First Tee’s use at Jerry Tim Brooks all existing grounds and facility maintenance equipment at Jerry Tim Brooks. The City also agrees to allocate to First Tee the sum of forty thousand dollars (\$40,000.00) for annual maintenance.**

**First Tee agrees to:**

**3.8 provide and compensate all staff necessary to adequately manage and operate all aspects of the grounds, except as provided herein, and facility maintenance at the Golf Course in a professional manner and commensurate with other city-owned courses. First Tee further agrees to ensure that its employees and volunteers shall at all times conduct themselves in a professional manner and in conformance with all Golf Course rules and requirements and other rules and regulations promulgated by the City.**

**\*\*\***

WHEREAS, all other terms and conditions of the Agreement between City and First Tee shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amended Agreement in the presence of the undersigned competent witnesses as of the date first written above.

WITNESSES:

CITY OF SHREVEPORT

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BY:

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CEDRIC B. GLOVER, MAYOR

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WITNESSES:

First Tee, INC.

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BY:

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