RESOLUTION NO. ____________

A RESOLUTION TO AUTHORIZE ENTRY INTO A CONTRACT WITH
THE FIRST TEE OF CENTRAL ARKANSAS TO MAINTAIN AND
OPERATE A YOUTH GOLF PROGRAM FOR THE CITY OF LITTLE
ROCK, ARKANSAS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Little Rock, Arkansas (“the City”) was fortunate to obtain one of the initial
First Tee Programs in the United States which operated at the Jack Stephens Youth Golf Facility as part of
the City Department of Parks and Recreation; and,

WHEREAS, the City wished to continue a program that helps teach youth the game of golf while at
the same time helping to build strength of character similar to the one that had been in place since 2001;
and,

WHEREAS, pursuant to Bid No. 19-50 the City sought bids from a qualified provider to maintain and
operate such a program; and,

WHEREAS, the purpose of the First Tee Program is “to enable kids to build the strength of character
that empowers them through a lifetime of new challenges”; and,

WHEREAS, The First Tee of Central Arkansas (“TFTCA”) submitted a qualified bid that was deemed
to be in the best interests of the City to pursue; and,

WHEREAS, the parties have reached an agreement as to the terms of such an agreement that will be
for an initial year which begins on January 1, 2021, to run through December 31, 2021, and which upon
mutual agreement of the City and TFTCA can be extended for up to four (4) additional one (1)-year terms
ultimately ending on December 31, 2025; and,

WHEREAS, upon the adoption of this resolution and the execution of a contract between the City and
TFTCA also ratifies all actions that have occurred since the bid was issued, TFTCA was deemed the most
qualified bidder, and execution of the agreement was complete and the effective date of this resolution had
occurred.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY
OF LITTLE ROCK, ARKANSAS:

Section 1. The Mayor, City Manager, City Clerk and any other City representatives deemed
necessary, are authorized to enter into a written agreement in substantially the same form as that attached
as Exhibit A to this resolution to permit TFTCA to operate and maintain a Youth Golf Program at the Jack
Stephens Youth Golf Course.
Section 2. The adoption of this resolution, and the execution of the Agreement, hereby ratifies all actions that have been taken by TFTCA for the City prior to the date of execution and, if necessary, extending to December 31, 2021.

Section 3. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the resolution which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the resolution.

Section 4. Repealer. All laws, ordinances, resolutions, or parts of the same, that are inconsistent with the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

ADOPTED: December 1, 2020

ATTEST:                   APPROVED:

_______________________________________   _______________________________________
Susan Langley, City Clerk        Frank Scott, Jr., Mayor

APPROVED AS TO LEGAL FORM:

________________________________ ______
Thomas M. Carpenter, City Attorney

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Exhibit A

THE FIRST TEE OF CENTRAL ARKANSAS FACILITIES AGREEMENT

THIS FACILITIES AGREEMENT (Agreement) is made and entered into as of this ___ day of December, 2020, by and between The Jack Stephens Youth Golf Academy, Inc., an Arkansas not-for-profit corporation, doing business as The First Tee of Central Arkansas (TFTCA), and the City of Little Rock, an Arkansas municipal corporation (City).

WITNESSETH:

WHEREAS, TFTCA is a licensee of the World Golf Foundation, Inc., a Florida not-for-profit corporation, to provide The First Tee Program; and,

WHEREAS, TFTCA has provided The First Tee Program at the Facility since the dedication of the Facility on April 11, 2001; and,

WHEREAS, the Facility was funded and built by Jackson T. Stephens beginning in 1999 on 110 acres of City owned property and consists of nine regulation golf holes, nine Par-3 golf holes, a sixteen (16)-acre driving range, a practice putting green, practice pitching green, equipment shed and a 7,000 square-foot Learning Center; and,

WHEREAS, in 1999 the City entered into an Agreement for the operation of the Facility, and the entity that operated the Center is now known as TFTCA, and there have been discussions and proposed modifications to the original Agreement; and,

WHEREAS, this Agreement clarifies the current and ongoing relationship between the City and TFTCA, and the parties agree that any prior Agreements or discussions for any purpose whatsoever are expired, void, or not subject to enforcement so that this is the only Agreement which represents the relationship between the parties; and,

WHEREAS, the parties agree that the First Tee Facilities Agreement will be replaced by this Agreement; and,

WHEREAS, TFTCA desires to continue to provide The First Tee Program at the Facility and the City desires to provide access to and the use of the Facility by TFTCA in accordance with the terms and provisions of this Agreement, and because TFTCA was selected as the provider who meets the best interests of the City pursuant to the terms of a competitive selection process set forth in Bid No. 19-662.

DEFINITION:

“Facility” or “Facilities.” Unless otherwise provided within the terms of this Agreement, the Facility refers to the existing 9-hole regulation golf course, the Par-3 Course, the Practice Facilities, the Driving Range, and, the Learning Center; further, unless otherwise provided in the future, any additions, modifications, or changes in these Facilities during the life of this Agreement shall be automatically
incorporated into this definition.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, TFTCA and the City hereby agree as follows:

1. TERM: The term of this Agreement (Term) will be from the date of signature until December 31, 2020, and then for one (1)-year to begin on January 1, 2021, and end on December 31, 2021, which may be renewed upon the written mutual consent of the parties for an additional one (1)-year term up to four (4) times, but in no event past December 31, 2025. Either party may terminate this Agreement by giving notice at least ninety (90) days prior to the end of any five (5)-year term.

2. TFTCA USAGE OF LEARNING CENTER:
   2.1 TFTCA will be allowed to continue to use the office space as shown in Exhibit A to this Agreement and currently being used as of the date this Agreement is executed, for the exclusive use by TFTCA Staff, so long as circumstances do not change and the City needs exclusive use of the space. If there is a modification of the location of the space, this Agreement shall be modified with a newly dated Exhibit A to illustrate the modified office space location within the Facilities. Such newly designated space shall be subject to all of the other terms and conditions of this Agreement.
   2.2 TFTCA may have exclusive use of the classroom space within the Learning Center after coordination with the City, as long as circumstances do not change and the City needs exclusive use of the space. If the City determines it is necessary for it to use the classroom space, TFTCA shall be provided appropriate classroom space within the Facilities. Such newly designated space shall be subject to all of the other terms and conditions of this Agreement.
   2.3 TFTCA will be provided adequate equipment-storage within the Learning Center which is shown on Exhibit A to this Agreement. This location will remain throughout the Agreement unless the City, after reasonable notice and because of City needs, requires relocation.
   2.4 The City will coordinate with TFTCA to make the Facilities available for TFTCA Programming. However, TFTCA shall provide at the beginning of each quarter or January 1st, April 1st, July 1st, and October 1st notice of the date of usage. If such notice is not provided, the City in its sole discretion may decide whether to make the Facilities available.

3. TFTCA USAGE OF GOLF COURSES AND PRACTICE AREAS:
   3.1 TFTCA will have free access to the Facilities to deliver The First Tee Program.
   3.2 TFTCA will be provided access to the Par-3 course in coordination with the City to deliver The First Tee Program. This coordinated access shall include:
      (a) the Middle School League (seven (7)-week program);
(b) the Life Skills Experience (five (5)-week sessions);
(c) Summer Camp (six (6)-week sessions);
(d) On-site Outreach;
(e) the PGA Junior League;
(f) TFTCA Junior Tournaments (three (3) tournaments: spring; summer; and fall);
(g) Home School classes (January to May; September to November); and,
(h) other usage agreed upon in writing by TFTCA and the City.

Unless otherwise required for the City to comply with Federal or State Law, particularly, but not limited to the Americans with Disabilities Act, or the Arkansas Civil Rights Act, the usage set forth in this subsection shall be exclusive.

3.3 Participants of TFTCA during non-programing hours may use the Facilities free of charge during the duration of a specific program when the participant presents a TFTCA Card and verifies that they are enrolled in the program being offered at that time. A major goal of this Agreement is to permit participants in TFTCA to use the Facilities. If a participant does not have a TFTCA Card, but a TFTCA representative acceptable to the City verifies the individual's participation, then access will be granted. Free access does not include a golf cart.

3.4 TFTCA Staff will have access at no additional cost up to five (5) golf carts during programming hours. It is understood that access to these carts is subject to availability. In no event will a cart being used as an accommodation pursuant to the Americans with Disabilities Act, or the Arkansas Civil Rights Act, be subject to this Subsection.

3.5 TFTCA will be permitted to have exclusive access to the Facility for two (2), one (1)-day special fundraising golf events per year; one in the spring and one in the fall. The request for such dates shall be provided to the City at least three (3) months in advance in order to assure availability. TFTCA will be permitted to have signage acceptable to the City designating the office space and the classroom space and will be permitted to have outdoor signage at the entrance of the Facility.

3.6 Upon request of the City by TFTCA, and within the sole discretion of the City, certificates for one (1) or more free rounds of golf at the Facilities, with or without the use of a cart, may be made available to TFTCA as a fundraising mechanism.

4. CITY RESPONSIBILITIES FOR THE FACILITY:

4.1 The City shall maintain the Learning Center in substantially the same condition that it exists on the date of this Agreement.
4.2 The City shall pay all operating, fire insurance, boiler insurance, and utility expenses associated with the Facility, including such expenses for the Learning Center approved by the City. Phone and internet services for TFTCA office space shall be paid by TFTCA. It is understood that TFTCA’s phone and internet service shall not interfere with similar service, or the quality of service, for the City.

4.3 The City shall maintain the Facilities to a standard acceptable to the City. If for any reason TFTCA wishes to use a different standard, and such standard increases the cost of maintenance the City provides, the additional cost shall be paid by TFTCA prior to the event.

4.4 The City shall maintain at the Driving Range an adequate number of golf balls for the use of TFTCA in providing The First Tee Program, provided that before any action can be taken as to this matter, the City and TFTCA will meet and discuss what constitutes an adequate number of golf balls at the Driving Range, and whether changes need to be made to this paragraph.

4.5 During any term of this Agreement, the City agrees not to hold any competing Junior events at the Facility. This prohibition does not place any limitation on use of the Facility for the Monk Wade Junior Classic. The parties understand that the City reserves the right to seek charity or school tournaments to be hosted at the Facility, provided the City shall take reasonable steps to coordinate such events with TFTCA.

4.6 The City shall:
   (i) Comply with any law applicable to the City, whether Federal, State, or local, and shall comply with the anti-discrimination provisions of Little Rock, Ark., Rev. Code § 2-2 (1988);
   (ii) Advise TFTCA promptly of any of the following caused by TFTCA:
        (a) property damage to the Facility;
        (b) any bodily injuries sustained by any person associated with TFTCA at the Facility;

5. ADDITIONAL PROVISIONS:

5.1 (a) Notice. Any notice, demand, consent, authorization, request, approval or other communication that any party is required or may desire to give or make upon any other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving such notice, and delivered to the other parties or sent by facsimile transmission, hand, delivery, express twenty-four (24)-hour guaranteed courier or delivery service or by Registered or Certified Mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the proper parties as follows (or to such other place as any
party may by notice to the other specify):

To TFTCA:  
Executive Director  
The First Tee of Central Arkansas  
First Tee Way  
Little Rock, AR 72204  

To City:  
Office of the City Manager  
500 West Markham Street, 2nd Floor  
Little Rock, Arkansas 72201  

And copied to:  
Director of Parks & Recreation  
500 West Markham Street, Room 108  
Little Rock, Arkansas 72201  

Notice shall be deemed given when received, but, if delivery is affirmatively rejected, then notice shall be deemed given on the earlier of the date that delivery is refused or the third day after the same is deposited with the United States Postal Service.

(b) Notwithstanding any other provision of this Agreement, the identification of the person(s) to receive notice, or the address to which notice is to be directed, may be amended by the simple attachment of an Exhibit to this Agreement which notes such change

5.2 **Assignability.** This Agreement shall not be assigned by TFTCA without the prior written consent of the City, which consent shall not be unreasonably withheld.

5.3 **Third-Party Beneficiaries.** This Agreement shall be for the sole benefit of the parties hereto, and no other person or entity shall be entitled to rely upon or receive any benefits from this Agreement or any provision hereof.

5.4 **Amendments.** Subject only to the identification of notice provisions as set forth in Subsection 5.1(b), this Agreement shall only be amended or changed in any respect whatsoever by a further Agreement in writing duly executed by the parties hereto.

5.5 **No Waiver.** No consent to or waiver of any breach of any provision of this Agreement by any party hereto shall be construed as a consent to or waiver of any other breach of the same or any other provision hereof.

5.6 **Approvals.** Each party shall use their best efforts to reasonably approve or disapprove any required document, proposal, selection, submitted to it for approval under this Agreement. Unless otherwise specifically started herein, all approvals required hereunder shall be in writing, unless subsequently ratified by written approval.

5.7 **Governing Law/Persons Bound.** This Agreement shall be construed and enforced in accordance with the laws of the State of Arkansas and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The
parties agree that for any legal action which may arise, jurisdiction and venue shall be in
Little Rock, Pulaski County, Arkansas.

5.8 **No Agency, Partnership, Joint Venture or Employment Relationship.** This Agreement
shall not be construed as in any way establishing a partnership, joint venture, express or
implied agency or employer-employee relationship between or among any of the parties
hereto.

5.9 **Section Headings.** The section headings of this Agreement are for convenience and
reference only and in no way modify, explain, enlarge or restrict any of the provisions hereof.

5.10 **Entire Understanding.** This Agreement and the documents referenced, incorporated, or
both, herein contain the complete and entire Agreement of the parties respecting the
transactions contemplated herein, and supersede all prior negotiations, Agreements,
representations and understandings, if any, among the parties respecting the matters. Further,
neither the City nor TFTCA shall be deemed to have been the drafter of this Agreement for
purposes of interpretation of any of its terms and conditions. Because each party hereto has
contributed materially in the negotiation and drafting of this Agreement, the parties agree
that it shall not be construed more strictly against any one party.

5.11 **Counterparts.** This Agreement may be executed by the parties hereto individually or in
combination, in one or more counterparts, each of which shall be deemed by the City and
TFTCA as an original and all of which shall constitute one and the same Agreement.

5.12 **Exhibits.** All recitals and all attachments and exhibits referred to in this Agreement are
incorporated herein by reference and shall be deemed part of this Agreement for all purposes
as if set forth at length herein.

5.13 **Severability.** If any provision hereof is declared or held to be invalid or unenforceable, such
declaration or holding shall not affect the remaining provisions hereof that shall remain in
full force and effect, provided that such invalidity or unenforceability does not substantially
deprive either party of the benefit of its respective bargain.

5.14 **Time of the Essence.** Time is of the essence with respect to the parties’ performance of their
respective obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above
written.

CITY OF LITTLE ROCK, ARKANSAS

_____________________
Frank Scott, Jr., Mayor
ATTEST:

___________________________________
Susan Langley, City Clerk

APPROVED AS TO LEGAL FORM

__________________________________
Thomas M. Carpenter, City Attorney

Date: __________________________

The Jack Stephens Youth Golf Academy, Inc.

_________________________________
Monica Blake, Executive Director

_________________________________
Joseph B. Hurst, Jr.,
President of the Board of Directors

Date: __________________________