AGREEMENT
THE FIRST TEE OF NORTH PUGET SOUND
CITY OF LYNWOOD MUNICIPAL GOLF COURSE

This Agreement is made and entered into by and between the Grass Roots Jr. Golf Foundation, doing business as The First Tee of North Puget Sound, a 501 (c) 3 organization, and the City of Lynnwood.

WHEREAS, The First Tee is a nationally recognized organization whose mission is to impact the lives of young people by providing learning facilities and educational programs that promote character development and life-enhancing values through the game of golf, and

WHEREAS, The First Tee of North Puget Sound seeks to provide junior golf instruction and life skills education at the Lynnwood Municipal Golf Course, and

WHEREAS, the City of Lynnwood, a municipal corporation, operates and maintains the Golf Course located at 20200 68th Avenue West in Lynnwood, and

WHEREAS, the City of Lynnwood wishes to encourage affordable access to golf for youth ages 7 to 18, who are interested in learning and playing the game, with a special emphasis on education and character development,

NOW, THEREFORE, in consideration of the terms and conditions contained herein, The First Tee of North Puget Sound ("TFTNPS") and the City of Lynnwood Municipal Golf Course ("LGC") this day agree as follows:

1. To support the mission of LGC to be professional, friendly and eager to serve its customers with the philosophy of developing long-term positive relationships with the golfer and the community, and
2. To respect and help preserve the quality playing conditions at LGC, and
3. To provide affordable access to the game of golf for youth ages 7 to 18 who are interested in learning and playing the game.

A. Project Administrator

1. TFTNPS and LGC each appoint a Project Administrator who will be responsible for administering this Agreement. At the direction of the parties, the Project Administrators shall take such action as necessary to ensure that this Agreement is implemented in accordance with its terms.

The parties hereby designate Jeff Cornish as TFTNPS Project Administrator. The City of Lynnwood designates Gary Stormo, LGC Golf Superintendent, as its Project Administrator.
2. Communications regarding The First Tee daily administrative needs shall be directed to LGC PGA Head Professional Dan Smith, 20200 68th Avenue West, Lynnwood, 98036.

B. Operation, Use and Maintenance Obligations

The First Tee of North Puget Sound shall:

1. Conduct programs, including classes, meetings, camps, skills testing, group play, individual play and tournaments, at the LGC with a minimum of 250 hours of scheduled access per year to the LGC. The hours shall be in writing, mutually approved and scheduled in coordination with the LGC Head Pro and Superintendent. Scheduling shall be done in such a way to minimize any impact to LGC public play and associated revenues.

2. Be responsible for all fees collected for the program they conduct at LGC.

3. Be responsible for all expenses incurred by its programming at LGC.

4. Provide for their own practice balls at the golf course and practice areas, either by subsidy of balls purchased by the golf course or bringing their own.

5. Terms of practice balls on the hitting area to be determined.

6. Provide payment to LCG for TFTNPS junior rounds of play.

7. Provide all TFTNPS participants with a TFTNPS Identification Card.

8. Offer the first right of refusal to LGC PGA Head Professional or PGA designee for the purpose of instructing TFTNPS camps and/or classes. If LGC declines the offer to instruct, TFTNPS may use their own PGA instructor(s).

9. Provide payment to the LGC golf professionals in which case payment would be to LGC, for PGA instruction for TFTNPS youth at the conclusion of each camp or class session. In the event that lessons are taught while the LGC golf professionals are being paid by LGC for their time, then no extra payment from TFTNPS will be made.

10. Agree to review the fee structure by February 28th of each year with LGC.

11. Gain written approval in advance from LGC for all advertising, marketing, and promotional materials associated with using LGC, prior to printing and distribution.
12. Agree to release, defend, indemnify and hold harmless the City of Lynnwood, its elected and appointed officials, officers, directors, managers, employees, and agents from any and all claims (including but not limited to claims for property damage, personal injury and death), costs, liabilities, damages and expenses (including, but not limited to reasonable attorney’s fees) arising out of or in connection with TFTNPS’s provision of services and other actions under this Agreement. However, this shall not require TFTNPS to indemnify LGC against any liability for damages arising out of bodily injury or property damages caused by or resulting from sole negligence of Lynnwood. In the case of concurrent negligence of TFTNPS and LGC, TFTNPS shall release, defend, indemnify and hold harmless LGC from all such claims.

13. Agree maintain a Commercial General Liability policy using Insurance Services Office form CG0001(12-07) or the equivalent with limits not less than $1,000,000 each occurrence and $2,000,000 annual aggregate. Such policy shall include the City of Lynnwood as additional insured using Insurance Services Office form CG2026(07-04) or the equivalent. In addition, such policy shall be primary over any self-insurance or insurance policy maintained by the City. TFTNPS agrees to maintain an Umbrella or Excess liability policy to provide limits in excess of the above with limits not less than $4,000,000 each occurrence and $4,000,000 aggregate. TFTNPS also agrees that liability coverage arising from Sexual Abuse or Molestation will be maintained with limits not less than $1,000,000 each occurrence and $1,000,000 aggregate. The TFTNPS shall maintain this coverage in force, and agrees to have its insurance carrier provide the City with a Certificate of Insurance and copies of all applicable endorsements. Certificates of Insurance and a copy of the Additional Insured endorsement shall be filed with the City and is subject to approval by the City. Failure of TFTNPS to comply with the requirements is material breach of the Agreement and cause for immediate Agreement termination and of any and all obligations regarding the same.

Lynnwood Golf Course shall:

1. LGC shall provide a minimum of 250 hours of access per year to TFTNPS for education and character development classes, meetings, camps, skills testing, group play, individual play and tournaments. The hours shall be scheduled in writing and mutually approved ninety (90) days in advance and in coordination with the LGC Head Pro and Superintendent and TFTNPS.

2. Maintain the golf course, facilities, utilities, maintenance, taxes and insurance for their golf operations at no cost to TFTNPS, other than what
is incorporated in the existing fee structure outlined in this agreement,
Paragraphs C and D.

3. Maintain turf grass, practice areas, and driving range at no cost to
TFTNPS, other than what is already incorporated into the existing fee
structure outlined in this agreement, Paragraph C.

4. Consider all offers from TFTNPS to instruct camps and/or classes using
LGC PGA Head Pro or PGA designee.

5. Agree to review the fee structure by February 28th of each year with
TFTNPS.

6. Maintain a Point of Sale tracking system for pre-paid junior rounds and
deposits.

7. Refer any and all inquiries about TFTNPS programming to the designated
Project Administrator or designee at no cost.

C. Capital Improvements

1. TFTNPS shall have the option to propose capital improvements to the
LGC on an annual basis. This will occur concurrently with the annual fee
structure review. Only those capital improvements that provide positive
instructional benefit to the TFTNPS program, and are in the best interest
of the LGC, will be eligible for consideration by LGC.

2. Any TFTNPS proposed capital improvement projects shall have prior
written approval of specifications and designs from LGC before
fundraising toward those projects is initiated by TFTNPS. All capital
improvements proposed by TFTNPS shall be funded entirely by TFTNPS.
All improvements shall remain the property of the LGC. No pro-rated
portion of capital improvement expenditures shall be refunded by LGC to
TFTNPS in the event that this agreement is terminated.

3. Any significant change proposed by LGC in the course layout, practice
facilities, practice range or clubhouse shall be documented and provided
in writing thirty (30) days in advance for TFTNPS. TFTNPS will consider
all suggestions and respond back to LGC regarding its decision within
thirty (30) days from the date that the change is proposed.

4. No capital improvements shall be approved without the prior written
consent of the Mayor and the City Council.

D. Compensation
1. For purposes of this agreement, the 2012 fee structure is established as follows, and will be reviewed and mutually agreed upon in writing on an annual basis by February 28th of each year:

   9 hole junior round of golf                   $12.00
   LGC PGA Head Pro or PGA Designee $40.00 per hour
   Practice greens                           $  1.50 per hour per student

2. TFTNPS will provide compensation to LGC on a quarterly basis for practice areas and golf course use. The City Treasurer Accounts Receivable office will invoice TFTNPS directly. Each round played and hour of practice area usage per student will be deducted from that prepaid credit at the time the round is played or practice area is used. TFTNPS will continue to prepay on a quarterly basis, and keep a credit balance throughout the year to pay for the TFTNPS rounds of golf and practice area use. In the event there is a credit balance on December 15th of that year, LGC will carry the balance over for the following year or reimburse TFTNPS for the amount of the credit. If there is a balance due, TFTNPS will pay LGC on December 15th of that year for the balance due.

3. The parties mutually agree to establish the amount of deposit to LGC for TFTNPS student rounds of golf. TFTNPS students will be identified to LGC staff with the TFTNPS Identification Card. TFTNPS and LGC will jointly determine a mutually agreed Point of Sale method for transacting the pre-paid rounds, which shall be debited from the deposit at Twelve Dollars and No Cents ($12.00) per 9-hole round, tracked, and reported monthly.

E. Duration and Termination

1. The term of the Agreement shall be five (5) years and shall commence on July 1, 2012 and shall end on July 1, 2017.

2. Both parties shall review this Agreement annually. All terms of the agreement shall remain intact unless terms are revised and mutually agreed upon in writing by both parties.

3. Both parties shall have the option to terminate this Agreement for any reason, so long as written notice is provided to the other party at least ninety (90) days prior to the termination date.

4. Any fees owed to LGC will be paid before the expiration day of the agreement. Any unused balance of deposits for services will be refunded to TFTNPS by LGC before the expiration day of the agreement.
F. Miscellaneous

1. TFTNPS and LGC shall maintain records necessary to carry out the purposes of this Agreement in accordance with generally accepted accounting principles. Such records shall be available during normal working hours for review of the respective parties, their accounting representative or the State Auditor. All information is subject to State of Washington Public Record Laws.

2. In the event that a dispute arises between the parties under this Agreement, the Director of the Parks, Recreation and Cultural Arts Department of the City and the TFTNPS Project Administrator shall meet to attempt to resolve the dispute within thirty (30) days of receiving notice from the TFTNPS Project Administrator of the existence of the dispute. In the event the Director and TFTNPS Project Administrator are unable to resolve the dispute within sixty (60) days, the parties shall agree to submit the dispute to a mutually agreed upon private arbitrator, for binding resolution.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this \underline{2nd} day of August, 2012.

CITY OF LYNNWOOD

\underline{Don Gough, Mayor}

\underline{8-2-12}

Date

GRASS ROOTS JR. GOLF FOUNDATION, D/B/A THE FIRST TEE OF NORTH PUGET SOUND

\underline{JEFF Curnish}

Signature

Printed Name

\underline{CEO}

Title

\underline{7/26/2012}

Date

Attest By:

\underline{Lorenzo Hines, Finance Director}

\underline{8-2-12}

Date

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Rev. 05.30.12
Approved as to Form:

Rosemary Larson, City Attorney

8/15/2012

Date