

**FIRST AMENDMENT TO THE
GOLF FACILITY USE AGREEMENT**

Between the City of Madison and the Madison Metro Youth Golf Initiative, Inc.

THIS AGREEMENT is entered into by and between the City of Madison, a municipal corporation (hereinafter referred to as “City”), and Madison Metro Youth Golf Initiative, Inc., a Wisconsin nonprofit corporation, doing business as The First Tee of South Central Wisconsin (the “Chapter”), and the City of Madison, a municipal corporation (the “City”), is effective as of the date by which all parties have signed hereunder.

WITNESSETH:

WHEREAS, on January 12, 2011, pursuant to the authorization granted by RES-11-00009, Legistar File ID #20672, the City and the Chapter entered into a 25-year Golf Facility Use Agreement (the “Agreement”) which Agreement set forth the terms and conditions for the Chapter’s use of the City’s Monona Golf Course to establish and operate its First Tee Program; and,

WHEREAS, Chapter wishes to expand its First Tee Program to the City’s three other golf courses (Glenway, Yahara Hills and Odana Hills), which expansion is supported by the City; and,

WHEREAS, as part of this First Tee Program expansion, both Parties wish to amend the term of the Agreement as well as terms relating to the payment of Program Participant’s subsidized greens fees;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. The term “Golf Facility” as defined in the preamble to the Agreement, which definition was limited to the City’s Monona Golf Course, is replaced by the term “Golf Facilities” and expanded to also include the following locations:

- Glenway Golf Course, 3747 Speedway Rd., Madison;
- Odana Hills Golf Course, 4635 Odana Rd., Madison; and,
- Yahara Hills Golf Course, 6701 US Highway 12 and 18, Madison.

2. The final sentence of Section 1 of the Agreement is amended to read as follows:

“All fees subsidized by the Chapter shall be paid in full on a ~~monthly basis~~ at the end of the golf season.”

3. Section 4 of the Agreement is replaced to read as follows:

“4. The term of this Agreement shall begin on January 1, 2011 and shall continue until December 31, 2019. Upon written notification no later than September 1 of any year of this Agreement, this Agreement may be terminated without cause by either party effective January 1 of the following year.”

4. Section 10 of the Agreement is amended to read as follows:

“10. Non-Discrimination. In the performance of the work under this Agreement ~~contract~~ the Chapter agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Permittee further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.”

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year first above written.

FOR MADISON METRO YOUTH GOLF INITIATIVE, INC., doing business as The First Tee of South Central Wisconsin

Bill Bissett, Chairman of the Board

Date

FOR THE CITY OF MADISON

Paul R. Soglin, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Eric Veum, Risk Manager

Date

Approved as to form:

Michael P. May, City Attorney

Date

Execution of this Agreement by the City is authorized by Resolution Enactment No. RES 17-_____,
ID No. _____, adopted by the Common Council of the City of Madison on _____, 2017.