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**DEPARTMENT OF PARKS
AND COMMUNITY SERVICES**

ROBERT P. THOMAS
DIRECTOR

G. ERLING LINGGI
ASSISTANT DIRECTOR

WALTER S. UEDA
DEPUTY DIRECTOR

**Budget and Finance Committee
Sacramento, California**

Honorable Members in Session:

SUBJECT: Hosting of the United States Golf Association 1992 Women's Amateur Public Links Championship at Haggin Oaks South Golf Course - Report Back

SUMMARY

This report provides information on the 1992 Women's Amateur Public Links Championship at Haggin Oaks Golf Course. Further, this report recommends that City Council authorize and direct the City Manager and City Clerk to execute on behalf of the City of Sacramento the attached agreement (Exhibit A) between the City and the United States Golf Association, whereby the City hosts the 1992 Women's Amateur Public Links Championship at Haggin Oaks South Golf Course.

BACKGROUND

In February 1989, City Council approved the proposal of hosting the 1992 Women's Amateur Public Links Championship and authorized staff to negotiate an agreement with the United States Golf Association. As directed by the City Council, staff negotiated the attached agreement, Exhibit A, with representatives of the USGA. The agreement details obligations of the USGA and the City in terms of preparing for and conducting the actual tournament. Key points in the agreement provide the City with:

- * Flexibility in using sponsors for specific services;
- * The option to publish an official program from which the City retains all advertising and sales revenues;
- * Retention of revenues from the sales of food and beverages;
- * The right to determine which USGA recommendations regarding course improvements or modifications are operationally and financially feasible.

The agreement has been executed by the USGA. Staff recommends that the City Council approve this agreement.

1231 I STREET
SUITE 400
SACRAMENTO, CA
95814-2977

916-449-5200

DIVISIONS:
CROCKER ART MUSEUM
GOLF
METROPOLITAN ARTS
MUSEUM AND HISTORY
PARKS
RECREATION
ZOO

The USGA Women's Amateur Public Links Championship is held annually at a selected golf course to determine the best amateur woman golfer who plays exclusively on a public golf course. One hundred twenty women earn eligibility by winning eighteen hole sectional qualifying rounds played at golf courses throughout the country. The Women's Amateur Public Links Championship is determined by semifinalists playing thirty-six holes of golf in two days. Thirty-two finalists then advance to match play to determine the champion.

Previous USGA Women's Amateur Public Links Championships were held at the following golf courses:

- 1989 - Indian Canyon Golf Club, Spokane, Washington
- 1988 - Page Belcher Golf Club, Tulsa, Oklahoma
- 1987 - Cog Hill Golf & Country Club, Lement, Illinois
- 1986 - Sentry World Golf Club, Stevens Point, Wisconsin

Golf courses selected for upcoming Public Links are:

- 1990 - Hyland Hills Country Club, Westminster, Colorado
- 1991 - Pending
- 1992 - Haggin Oaks Golf Course, Sacramento, California (pending)

FINANCIAL DATA

Hosting this tournament requires waiving green fees and charges for all tournament participants and closing the Haggin Oaks South Course to public play for four full days and portions of three additional days. Estimated loss of user fees is \$8,200 or 1,296 rounds of golf. Other related costs for hosting the event are estimated at \$8,000 for a total cost of \$16,200. Funds are available in the Golf Contingency Fund. No General Fund monies will be required.

The tournament is anticipated to generate a significant positive economic impact to the Sacramento community. Based on the Sacramento Convention Bureau multiplier of \$100 per person per day, estimated revenue to the community from visitors during the tournament is \$157,500. The tournament will also generate revenue from local residents. Since this amount is unknown, it is not included in the total financial estimate.

POLICY CONSIDERATIONS

None at this time.

MBE/WBE EFFORTS

Every effort is made to support the City's MBE\WBE goals.

RECOMMENDATION

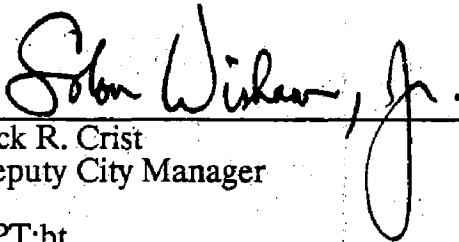
It is recommended that the Budget and Finance Committee approve this report and refer it to the full City Council for approval. Further, it is recommended that the City Council by resolution authorize and direct the City Manager and City Clerk to execute on behalf of the City of Sacramento the attached agreement, Exhibit A, between the City and United States Golf Association whereby the City hosts the 1992 Women's Amateur Public Links Championship at Haggin Oaks South Golf Course.

Respectfully submitted,



ROBERT P. THOMAS, Director
Parks and Community Services

Recommendation Approved:



Jack R. Crist
Deputy City Manager

RPT:bt

Contact Person to
Answer Questions:
DALE ACHONDO, Golf Manager
449-5329

November 8, 1989
District 2

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF SACRAMENTO AND THE UNITED STATES GOLF ASSOCIATION FOR THE CITY TO HOST THE 1992 WOMEN'S AMATEUR PUBLIC LINKS CHAMPIONSHIP

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

1. That the City Council hereby authorizes and directs the City Manager and City Clerk to execute the attached agreement (Exhibit A), between the City and the United States Golf Association, whereby the City hosts the 1992 Women's Amateur Public Links Championship at Haggin Oaks South Golf Course.

MAYOR

ATTEST:

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

**AGREEMENT
BY AND BETWEEN
UNITED STATES GOLF ASSOCIATION
AND
THE CITY OF SACRAMENTO**

AGREEMENT ("Agreement") entered into as of _____, 1989 by and between UNITED STATES GOLF ASSOCIATION, a not-for-profit corporation organized under the laws of the State of Delaware located at Golf House, Far Hills, New Jersey 07931 (the "Association") and the CITY OF SACRAMENTO, a municipal corporation (the "City"), with respect to its HAGGIN OAKS GOLF COURSE (the "Course") located at Sacramento, California.

WITNESSETH:

WHEREAS, the Association has accepted the gracious offer of the City to entertain the 1992 U.S. Women's Amateur Public Links Championship (the "Championship") on the terms set forth herein and in the Association's "USGA Golf Championship Manual" dated June 1988; and

WHEREAS, the standards for the conduct of this Championship have evolved under the direction of the Association over a long period of years in a continuing effort to stage a competition of distinction appropriate for a national Championship:

NOW THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and conditions hereinafter set forth and other good and valuable considerations, the parties hereto hereby agree as follows:

1. **TITLE OF COMPETITION**

The competition shall be identified in any City literature or announcements as the "16th U.S. WOMEN'S AMATEUR PUBLIC LINKS CHAMPIONSHIP."[®]

2. **DATES AND PRACTICE PRIVILEGES**

A. The dates of the Championship are June 24 through June 28, 1992 and such succeeding day or days as may be occasioned by a play-off or postponement of any round or rounds.

B. During the first three days of the Championship, the course will be open for play only to players in the Championship. For the remainder of the Championship, the City may open the course to others after the last Championship match of the day has started. Players will have clubhouse privileges throughout the Championship. The City will also extend to players the privilege of the clubhouse, grounds and course for practice on the days immediately preceding the competition as follows:

- (1) Non-exclusive use of the course on June 21, 1992;
- (2) Exclusive use of the course on June 22 & 23, 1992.

3. PRIMARY RESPONSIBILITIES

The City will provide the Course, facilities and equipment as indicated in Section 5 of this agreement for the competition, and the Association will conduct the competition.

4. CERTAIN OBLIGATIONS OF THE ASSOCIATION

The Association agrees, at its expense, to do the following:

- A. Process all entries;
- B. Provide Rules of Golf books, bag tags and identification badges for players;
- C. Provide official scorecards and scoresheets and supervise scoring;
- D. Provide all prizes;
- E. Provide paint for marking specific areas on the course, such as water hazards, ground under repair, etc.;
- F. Make available to the City the advisory services of its Green Section staff;
- G. Consult regularly with City officials on any and all aspects of the Championship;
- H. Provide standards to show the status of semifinal and final matches and instructions for the standard bearers.

5. CERTAIN OBLIGATIONS OF THE CITY

The City agrees, at its own expense, to do the following:

- A. Where the City deems it feasible, the City agrees to prepare the course following the Association's recommendations contained in the USGA Golf Championship Manual, dated June 1988;
- B. Provide adequate practice facilities, including good quality driving range balls;
- C. Register players;
- D. Provide courtesy car services for officials as requested by the Association, and courtesy transportation for players to and from the Course and hotels/motels where rooms are reserved by players, provided the City is able to obtain sponsors to cover all costs for these services and that the City agrees to make every effort possible to obtain such sponsors;

E. Reserve in advance accommodations in a number to be specified by the Association. Players and officials will be responsible for making their own reservations.

F. Provide a press facility in accordance with Association specifications;

G. Provide a public address system for the presentation of prizes;

H. Provide forecaddies at such holes and at such times as are specified by the Association;

I. Provide a Red Cross tent or first-aid station staffed by qualified personnel or alternatively, arrange for a physician to be readily available to deal with medical emergencies;

J. Provide three comfort stations;

K. Provide a headquarters room, for the Association's exclusive use, with a typewriter and a telephone with a direct outside line, the installation and use of the telephone to be paid for by the Association;

L. Provide and install ropes and stakes for gallery control near the clubhouse;

M. Provide the Association with access to a photocopying machine;

N. Provide standard bearers to carry the standards in accordance with Association instructions;

O. Provide a scoreboard in accordance with Association specifications and one person, whose compensation will be paid by the Association, to operate the scoreboard;

P. Provide personnel to assist the scorer and to copy the official scorecards after nine holes of each round and deliver them to the scorer;

Q. Provide a sign for each tee indicating the hole number, yardage and par;

R. Provide stakes for marking specific areas on the course, such as out of bounds and water hazards;

S. Provide, without charge, at least eight (8) and no more than fifteen (15) gas powered golf carts for the Association's use in conducting the competition.

6. ADMISSIONS REVENUES AND ENTRY FEES

The City shall not charge admission to spectators. The Association will retain all revenues from entry fees charged to players.

7. OFFICIAL PROGRAM AND DRAW SHEETS

The City may publish an official Championship program. If a program is published, it shall include the conditions of the competition and, if the program consists of eight or more pages, a free, one-page advertisement for USGA Associates. The Association will provide editorial assistance with respect to Association related material to be published in the program. The City shall retain all the advertising and sales revenues from the official program. On each day of the Championship, the City will provide draw sheets to be compiled from information supplied by the Association.

The contents, including articles, editorial matter and advertising, of the program and draw sheets and the price of the program shall be subject to prior approval of the Association. The City shall submit the proposed contents of the program and draw sheets (except for material supplied by the Association) for review and approval by the Association prior to printing.

8. FOOD AND BEVERAGES

All revenues from the sale of food and beverages shall be retained by the City. The Association acknowledges that food and beverage prices are predetermined by food concession contracts and are not subject to Association approval. The City agrees to submit to the Association concession food and beverage prices at least twelve weeks prior to the first day of the Championship.

The City may not sell or permit the sale of alcoholic beverages (other than beer) anywhere on the grounds other than in the areas prescribed in the concessionaire's contract without the prior written approval of the Association.

9. PLAYING CONDITIONS

The City and the Association agree to cooperate in determining what the playing conditions of the golf course, including speed, firmness and grass height of playing surfaces and other matters affecting play, shall be during the Championship.

10. COURSE EXPENDITURES

Representatives of the Association will consult with and may make recommendations to the City with respect to course improvements or modifications; however, the City will not make any improvements or modifications which the City does not consider financially and operationally feasible.

11. AUTOMOBILE PARKING

The City shall not charge for automobile parking space. Forty (40) parking spaces closest to the clubhouse will be reserved for contestants and Association officials. The Association will establish priorities with respect to such forty parking spaces.

12. RADIO AND TELEVISION BROADCASTING

The Association, as owner of all the commercial rights, including without being limited to the rights to radio and television broadcasting, production of motion pictures, making of photographs or any mechanical reproduction in the form of phonograph records, cassettes or tapes or any other form of copying, will have the sole authority to grant the privilege of broadcasting, telecasting and filming motion pictures on the grounds and in the clubhouse from the first day designated for practice through the final day of the Championship, including any play-off or postponement. During this period, the City will not allow equipment of any broadcasting company or motion picture producer in the clubhouse, the press headquarters or elsewhere on the grounds except with the prior written authorization of the Association. Such approval with respect to local radio rights and television news shall not be unreasonably withheld.

13. INDEMNITY

The Association does not assume and in fact disclaims any liability for personal injuries or death of competitors, caddies, spectators or workers employed in connection with care of the golf course or the grounds surrounding the course, or any employees of the City, and also for any property damage which may occur during the Championship or the practice days prior thereto or any play-off or postponement except for such injuries, death, or damage as may arise from the active negligence or willful misconduct of the Association or its employees or agents. The City agrees to indemnify, defend and hold harmless the Association and its agents and employees from and against all claims, liabilities, losses, damages, expenses, accidents and occurrences (including all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents, or occurrences) for injury to or death of any person or for loss of or damage to property in or upon the City premises and including the person and property of the City, its employees, agents, vendors, invitees, licensees and others, arising out of the Championship (including practice rounds, postponed play and play-offs) or the conduct thereof except for such claims, liabilities, losses, damages, expenses, accidents, and occurrences as may arise from the active negligence or willful misconduct of the Association or its employees or agents.

The City's self-insurance shall provide the Association with coverage of the following risks in such amounts as are reasonable in the circumstances:

1. Comprehensive General Liability

Premises Operations
 Explosion and Collapse Hazard
 Underground Hazard
 Products/Completed Operations Hazard
 Contractual Insurance
 Broad Form Property Damage
 Independent Contractors
 Personal Injury
 Liquor Law Liability

Owned Vehicles
Hired Vehicles
Non-Owned Vehicles

3. Excess Liability

Umbrella Form

4. Workers' Compensation

Statutory

The Association warrants that it maintains broad form comprehension liability insurance in an amount not less than ten million dollars (\$10,000,000).

14. COMMERCIAL REVENUES

The City shall be entitled to revenues from commercial activities specifically reserved to the City in the Agreement. The rights to all other revenue producing activities of any kind are reserved to the Association, provided, however, that the City shall not bear any cost related thereto. Except as expressly provided herein, therefore, the City shall not directly or indirectly exploit or authorize the exploitation by others of the Championship, persons competing in the Championship, the grounds or clubhouse or any element, names, events or incidents of the Championship except on terms and in a manner satisfactory to the Association and in accordance with prior written approval from the Association. The term "exploit" and "exploitation" as used herein shall include but not be limited to any activity or matter which produces or is intended to produce revenue or any other consideration or advantage in any form.

The City will not authorize placement on the course of any advertising billboard or other commercial display, or permit any commercial announcement or other mention of any advertiser or supplier, or the products of same, to be made over any public address system, without express written permission of Association.

In accordance with the Association's ownership of the service marks described in Paragraph 15 of the Agreement and in the Exhibit attached hereto (hereinafter collectively referred to the "Marks"), the Association reserves the exclusive right, in accordance with properly executed contracts to be entered into with the City by the Association or by the Association's representative, to permit sale and display of articles of apparel and merchandise bearing any elements, names, events or incidents of the Championship and the use of the Course's name, logo and facilities as provided in Paragraph 16. The Association may assign its rights and obligations hereunder to a representative and the City agrees to cooperate with the Association's representative in the preparation and execution of all necessary contracts.

15. LICENSE FOR USE OF ASSOCIATION SERVICE MARKS

The City acknowledges that the Association is owner of the service marks described in the Exhibit attached hereto. Subject to the terms and conditions set forth below and in Paragraph 14 hereof, the Association grants to the City the nonexclusive, nontransferable right to use the Marks in connection with the sale of first quality products which refer to the year of the Championship, the Championship and the name of the Course, provided, however, that:

- (1) Use of the USGA seal is not permitted.
- (2) The Association's grant of the use of the Marks for the advertisement and sale of products is limited to the right to sell to retail customers on the premises of the course. Under no circumstances nor at any time is the City permitted to sell or distribute said products off the premises or by mail order or catalog sales or to sell its products on the premises for the purpose of resale. The City agrees promptly to notify the Association if it should learn that any such product is being distributed or sold at any other place.
- (3) The City agrees that nothing in this Agreement shall give the City any right, title, or interest in the Marks except as specifically provided herein and that any and all use of the Marks by the City shall inure to the benefit of the Association.
- (4) The City acknowledges that the Association shall have continuing control over the manner in which the Marks are used and shall have the right to approve the quality, style, and design of each product, which approval shall not be unreasonably withheld, upon which its Marks will be used. The Association will not permit the sale of golf clubs bearing its Marks. Accordingly, the City agrees to submit samples or descriptions of each product sufficient to indicate such product's quality, style and design to the Association for written approval in advance of such product's sale and not sell any product which is not so approved.
- (5) The City warrants that neither it nor the City's golf professional, pro shop or any other person, organization or facility located on the Course's premises (other "Entities") will either buy from, take consignment from or enter into any contract with any manufacturer, manufacturer's representative, distributor or supplier for any product to be sold in connection with the Championship, as provided in subparagraph (2) above, without first being assured by Association in writing that Association has granted the manufacturer, manufacturer's representative, distributor or supplier a written license to use Association's Mark on said product. The Association reserves the right to prohibit the Course and other Entities from selling such product unless said license has been granted. In this connection, the City shall notify Association in writing of the name, address and products of each manufacturer with whom it or any other Entity proposes to contract. Such notification shall provide Association sufficient time to execute a license agreement in advance of the City's projected contract date.

(6) The City further agrees that any contract for the consignment or purchase of such product entered into with any manufacturer, manufacturer's representative, distributor or supplier shall (i) permit the Association to purchase such product for resale from the manufacturer, manufacturer's representative, distributor or supplier at the same price as such product is sold to the City and (ii) prohibit the sale of such product to any person or organization other than the City or the Association without the prior written approval of the Association. Should the Association at any time decide to apply for a federal or state trademark registration on any of the Marks for any such product, the City agrees to render the Association all reasonable assistance towards obtaining such registration, including the execution of documents deemed necessary or desirable by the Association, which documents shall be prepared at Association's expense.

16. LICENSE FOR USE OF THE NAME AND LOGO OF THE COURSE

The City grants to the Association the right to use the name and the logo of the Course in connection with the advertisement and sale of first quality articles of apparel and other merchandise which refer to the Championship. The City agrees that such products may be advertised and sold by the Association in any manner which the Association chooses to employ, except that such products may not be sold by the Association on the premises of the course, and further provided, that all distribution agreements entered into by the Association will prohibit sales by such distributing to pro shops located within a 100-mile radius of the Course. The Association may enter into any arrangements which it deems desirable for the manufacture and distribution of such products and may assign its rights and obligations hereunder to one or more representatives. The City agrees to cooperate with the Association or the Association's representative in arranging for the manufacture and distribution of such products and, should the Association at any time decide to apply for a federal or state trademark registration for any of the service marks for any product, the City agrees to cooperate with the Association's representative in the preparation and execution of all necessary contracts, which documents shall be prepared at Association's expense.

17. ACCOUNTING

The City shall maintain complete records and accounts of all receipts and expenditures related to the Championship and, not later than November 1 of the year of the Championship, shall submit to the Association a final accounting of all such receipts and expenditures.

18. MISCELLANEOUS PROVISIONS

A. Automotive transportation, including golf carts, shall not be permitted on the course during practice rounds or during the competition, with exception of vehicles required for maintenance or service needs of the City.

B. The prices charged for the following shall be subject to the Association's prior approval:

- (1) Programs

(2) Caddies

The City agrees to submit to the Association its proposed charges for the above at least twelve (12) weeks prior to the first day of the Championship.

C. Both parties agree to focus on the administrative, physical, financial and other arrangements which require resolution at the earliest possible date. The City will ascertain and will inform the Association whether there are any local laws which would restrict play on Sunday.

D. Formal notices between the parties shall be addressed as follows:

If to the Association:

Kendra Ann Beard, Manager
Rules & Competition
United States Golf Association
Golf House
Far Hills, NJ 07931

If to the City:

Robert P. Thomas
Director Parks and Community Services
City of Sacramento
1231 I Street, Suite 400
Sacramento, CA 95814-2977

E. The Course's name and location, for purposes of identification in Association literature and public notices, is:

Haggin Oaks Golf Course
3645 Fulton Avenue
Sacramento, CA 95821

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and duly executed as of the day and year first written above.

UNITED STATES GOLF ASSOCIATION

By 
Charles W. Smith
Director, Administration and Services

CITY OF SACRAMENTO

By _____
Walter J. Slipe
City Manager

Approved as to form:


Diane Balter
Deputy City Attorney

EXHIBIT

UNITED STATES FEDERAL SERVICE MARK REGISTRATION

The following Federal service marks are registered in the name of the United States Golf Association:

USGA®

UNITED STATES GOLF ASSOCIATION®

U. S. AMATEUR PUBLIC LINKS CHAMPIONSHIP®