

1 [Management Agreement for Harding Park Golf Course]

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3 **Resolution authorizing the Recreation and Park Department General Manager to enter**
4 **into an agreement with Tournament Players Club of California, Inc., for management of**
5 **clubhouse and golf operations at the Harding Park and Fleming Golf Courses,**
6 **excluding course maintenance operations (Management Agreement), from October 1,**
7 **2010, to December 31, 2019, pursuant to San Francisco Charter Section 9.118, with the**
8 **right to extend the term to coincide with any extension of the Master Tournament**
9 **Agreement between the City and County of San Francisco and PGA Tour, Inc.**

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11 WHEREAS, The City owns the land and improvements commonly known as the
12 Harding Park Golf Course Complex, consisting of the Harding Park and Fleming Golf Courses
13 and the clubhouse and all furniture, fixtures and equipment located thereon (collectively, the
14 "Property") located at 1 Harding Park Road, in San Francisco; and

15 WHEREAS, The Harding Park Golf Course is internationally recognized as one of the
16 finest public golf courses in the world; and

17 WHEREAS, The City desires to contract with Tournament Players Club of California,
18 Inc., ("TPC"), a wholly owned subsidiary of PGA TOUR Golf Course Properties, Inc., ("GCP"),
19 to provide management and supervisory services for all clubhouse and golf operations at the
20 Property, except Course maintenance, and TPC desires to provide management services for
21 the City to operate the Property as part of its portfolio of premium managed properties; and

22 WHEREAS, The City and TPC agree that all of the TPC's services and obligations
23 under the Management Agreement shall be subject to the Approved Budget as defined in the
24 agreement; and

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1 WHEREAS, The Recreation and Park Commission (“Commission”) authorized the
2 Recreation and Park Department (the “Department”) to issue on February 18, 2010, a
3 Request for Qualifications (“RFQ”) to solicit responses from qualified entities for the provision
4 of management and supervisory services for all clubhouse and golf operations at the
5 Property, excluding Course maintenance, and on May 20, 2010, the Commission authorized
6 staff to begin negotiations with GPC; and

7 WHEREAS, On August 6, 2010, by Resolution No. 1008-013, on file with the Clerk of
8 the Board of Supervisors in File No. _____, the Commission recommended that the Board of
9 Supervisors approve the Management Agreement, on file with the Clerk of the Board of
10 Supervisors in File No. _____, between the City and TPC for the management of clubhouse
11 and golf operations at the Property, excluding Course maintenance, from October 1, 2010,
12 through December 31, 2019, which has an anticipated revenue of more than one million
13 dollars, and potential term, including extensions, of over ten years; and

14 WHEREAS, Pursuant to San Francisco Charter, Article IX, Section 9.118, Subsections
15 (a) and (b), the Board of Supervisors must approve the Management Agreement by
16 resolution; now, therefore, be it

17 RESOLVED, That the Board of Supervisors hereby approves the Management
18 Agreement dated August 10, 2010, for the management of clubhouse and golf operations at
19 the Harding Park and Fleming Golf Courses, excluding Course maintenance, commencing on
20 October 1, 2010, through December 31, 2019; and for an additional period to coincide with (i)
21 any extension of the current Master Tournament Agreement, as amended, between the City
22 and PGA TOUR, Inc. or (ii) to coincide with the term of any new agreement between the City
23 and the PGA TOUR, Inc. that may supersede the Master Tournament Agreement by providing
24 the other Party with one hundred eighty (180) days’ advance written notice prior to the
25 expiration of the Initial Term, subject to the approval of the Commission; and be it

1 FURTHER RESOLVED, That the Board of Supervisors authorizes the General
2 Manager to enter into additions, amendments, or other modifications to the Management
3 Agreement (including, without limitation, preparation and attachment of, or charges to, any or
4 all of the exhibits) that the General Manager, in consultation with the City Attorney, determines
5 are in the best interest of the City, do not materially decrease the benefits of the Management
6 Agreement to the City, do not material increase the obligations or liabilities of the City, do not
7 authorize the performance of any activities without pursuing all required regulatory and
8 environmental review and approvals, and are necessary or advisable to complete the
9 transactions which the Management Agreement contemplates and effectuate the purpose and
10 interest of this resolution, such determination to be conclusively evidenced by the executions
11 and delivery by the General Manager of the Management Agreement and any such additions,
12 amendments, or other modifications that that document; and be it

13 FURTHER RESOLVED, That the Board of Supervisors approves, confirms, and ratifies
14 all prior actions taken by the officials, employees, and agents of the City with respect to the
15 Management Agreement.

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