

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2014 Legislative Session

Legislative Day No. 03

Resolution No. 17-2014

Introduced by: The President of the Council at the request of the County Executive

A RESOLUTION APPROVING AN AGREEMENT WITH THE TOWN OF OCEAN CITY, MARYLAND ESTABLISHING THE MID-ATLANTIC AMATEUR SPORTS ALLIANCE.

WHEREAS, the County and the Town of Ocean City recognize the benefits of attracting, retaining, and building sport events, with a focus on amateur athletics, to grow the region's economy and reputation as a premier destination for amateur sports; and

WHEREAS, the County and the Town of Ocean City desire to establish a Mid-Atlantic Amateur Sports Alliance for funding and marketing sport events in both jurisdictions; and

WHEREAS, the County and the Town of Ocean City propose to memorialize the terms of the Agreement establishing the Mid-Atlantic Amateur Sports Alliance, a copy of which is attached as Exhibit "A."

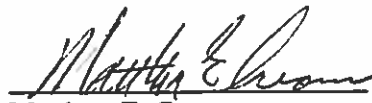
NOW, THEREFORE, BE IT RESOLVED, by the County Council of Wicomico County, Maryland as follows:

1. The County Executive of Wicomico County, Maryland is authorized to enter into an Agreement with the Town of Ocean City, Maryland establishing a Mid-Atlantic Amateur Sports Alliance.
2. The Agreement establishing the Mid-Atlantic Amateur Sports Alliance shall be in substantially the form attached hereto as Exhibit "A" and made a part hereof, and in such form the Agreement is hereby approved as to form and content.

Done at Salisbury, Maryland, this 4th day of February, 2014.

ATTEST:

COUNTY COUNCIL OF
WICOMICO COUNTY, MARYLAND


Matthew E. Creamer,
Council Administrator


Matt Holloway
Council President

CERTIFICATION

This Resolution was Adopted , Adopted with Amendments , Failed , Withdraw by the County Council on February 4, 2014.

Certified by 
Matthew E. Creamer, Council Administrator

**AGREEMENT BETWEEN THE
TOWN OF OCEAN CITY, MARYLAND AND WICOMICO COUNTY, MARYLAND
ESTABLISHING THE
MID-ATLANTIC AMATEUR SPORTS ALLIANCE (MAASA)**

An Agreement ("Agreement") made on the _____, between the Town of Ocean City, Maryland, a municipal corporation organized and existing under the laws of the State of Maryland, hereinafter referred to as the "Town", and Wicomico County, Maryland, a body corporate and politic of the State of Maryland, herein after referred to as "County," each hereinafter also individually referred to as "Party" and collectively referred to as the "Parties" to establish Mid-Atlantic Amateur Sports Alliance (MAASA).

RECITALS

Whereas, the Parties recognize the benefits of attracting, retaining, and building sports events, with a focus on amateur athletics to grow the region's economy and reputation as a premiere destination; and

Whereas, the Parties also undertake in varying degrees the promotion and support of sports events, focusing on amateur athletics; and

Whereas, the Parties find mutual benefit in the creation, operation and funding of the Alliance, they elect to enter into this Agreement for the purpose of defining the Parties' on-going roles regarding the operation and funding of the Alliance.

Therefore, the Parties mutually agree as follows:

AGREEMENT

I. PURPOSE

- A. To link and leverage the combined assets of Ocean City, Maryland, Wicomico, and Worcester Counties to attract, retain, and build sports events, with a focus on amateur athletics to grow the region's economy and reputation as a premiere destination. These events will be large in scope requiring facilities & accommodations which exceed the Parties individual inventories. This Agreement does not prohibit or restrict the ability and rights of either party to individually market their respective jurisdictions, facilities and assets. Both parties must agree to accept an event as a MAASA-funded one.
- B. To establish the duties and responsibilities of the Parties in the operation and funding of the Mid-Atlantic Amateur Sports Alliance (MAASA).

II. DURATION OF AGREEMENT

The initial term of this Agreement is through June 30, 2015, unless otherwise terminated as provided herein, and may be extended on a yearly basis thereafter upon mutual consent of the parties.

III. TERMINATION OF AGREEMENT

- A. Either Party may choose to terminate this Agreement by notifying the other Party in writing no later than March 1st of any given year, with termination to be effective June 30th of that year. Upon one Party giving notice of termination to the other Party as provided for herein, future performance obligations of the Parties shall be suspended until such time as the Parties further mutually agree to proceed or until the Agreement terminates.
- B. Termination of this Agreement or suspension of future performance under this Agreement in accordance with this Section shall not relieve the Parties of liability for any obligation previously incurred.
- C. In the event, unexpended and unencumbered funds are held within the Tourism Enterprise Fund at the time

of termination, it shall be divided equally.

- D. Upon termination, both parties covenant and agree that the name and brand of the Mid-Atlantic Amateur Sports Alliance (MAASA) shall be abandoned and will not be used by either party for marketing sports events in their respective jurisdictions.

IV. DUTIES

The Ocean City Tourism Director and Wicomico County Director of Recreation, Parks and Tourism shall:

- Develop strategic plans,
- Prepare an annual operating budget,
- Respond to requests and develop proposals,
- Provide group room blocks, rates, and
- Provide information as requested by event organizers including the availability and cost of facilities.

V. FINANCIAL

- A. The Parties will each contribute the sum of \$10,000 to fund the initial operating budget.
- B. Funds from the initial operating budget shall be used to develop a web page, provide marketing collateral, promotional material and sales.
- C. Subsequent annual operating budgets shall be submitted to the Town of Ocean City Office of Tourism and Wicomico County Department of Recreation, Parks & Tourism by November 15th of each year and shall operate on a fiscal year beginning on July 1st.
- D. Funds shall be used to market and sell this alliance to organizers of amateur sports events. This budget shall be equally funded by both jurisdictions. These funds shall be administered by Wicomico County within its Tourism Enterprise Fund.
- E. Wicomico County shall prepare financial statements quarterly and annually which will be submitted to the Town of Ocean City and Wicomico County.
- F. No property shall be acquired pursuant to this agreement that will need to be disposed of upon partial or complete termination of this Agreement.

VI. EVENT PROCUREMENT

- A. Funding required to obtain and retain events shall be shared by both parties in proportion to the hotel rooms booked within each jurisdiction
- B. Funding will come from both parties operating budgets.
- C. Funding will be estimated before submitting a proposal to the event organizer and reconciled 60 days following the event's last day. Initially, funding will be shared as follows: Wicomico County 65% and Ocean City 35%. Final reconciliation will be based on a report prepared by Wicomico County using data collected via event participant surveys and its hotel room booking service to determine the proportion of rooms booked in each jurisdiction.

VII. NO THIRD PARTY BENEFICIARY

The Parties do not intend there be any third-party beneficiary to this Agreement.

VIII. NOTICE

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

Gary Mackes
Director
Department of Recreation, Parks & Tourism

Donna Abbott, Director
Town of Ocean City Office of Tourism

The name and address to which notices shall be directed may be changed by a Party by giving the other Parties notice of such change as provided in this section.

VIX. WAIVER

No waiver by the Parties of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

X. WITHDRAWAL

A Party may withdraw at any time, upon written notice to the other Parties as provided for in Article III, Section A.

XI. AMENDMENT

The provisions of this Agreement may be amended by mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved by the governing bodies of each agency, and executed by the duly authorized official of each Party.

XII. ATTORNEYS' FEES AND COSTS

All Parties shall bear their own costs of enforcing the rights and responsibilities under the Agreement.

XIII. DOCUMENT EXECUTION AND FILING

The Parties agree that there shall be two (2) signed originals of this Agreement procured and distributed for signature by the necessary officials of each Party. Upon execution by the parties, each such signed original shall constitute an Agreement binding upon all Parties.

XIV. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

XV. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned herein, and no prior agreements shall be effective to the contrary.

XVI. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

XVII. DISPUTES

Disputes among the Parties regarding this Agreement shall be referred to mediation using a mediator agreed upon by the Parties to the dispute. If the dispute is not resolved by mediation, the Parties shall be free to pursue any remedies to which they are entitled. Venue of any disputes shall be Wicomico County, Maryland.