

## COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2016 Legislative Session

Legislative Day No. 12

### Resolution No. 76-2016

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

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE TOWN OF OCEAN CITY, MARYLAND, WICOMICO COUNTY, MARYLAND AND WORCESTER COUNTY, MARYLAND FOR THE MID-ATLANTIC AMATEUR SPORTS ALLIANCE.

WHEREAS, Wicomico County, the Town of Ocean City and Worcester County 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, Wicomico County, Worcester County and the Town of Ocean City entered into an agreement establishing the Mid-Atlantic Amateur Sports Alliance for funding and marketing sport events, as authorized by Resolution No. 43-2015 adopted on March 3, 2015; and

WHEREAS, Wicomico County, Worcester County and the Town of Ocean City desire to enter into a new Agreement for a period of one year, commencing July 1, 2016 and ending June 30, 2017, to continue the Mid-Atlantic Amateur Sports Alliance.

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 and Worcester County, Maryland for the Mid-Atlantic Amateur Sports Alliance, for a period of one year, commencing July 1, 2016 and ending June 30, 2016.
2. The Agreement for 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 21<sup>st</sup> day of June, 2016.

ATTEST:

COUNTY COUNCIL OF  
WICOMICO COUNTY, MARYLAND



Matthew E. Creamer,  
Council Administrator

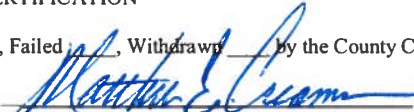


John T. Cannon,  
Council President

CERTIFICATION

This Resolution was Adopted , Adopted with Amendments , Failed , Withdrawn  by the County Council on June 21, 2016.

Certified by

  
Matthew E. Creamer, Council Administrator

AGREEMENT BETWEEN THE  
TOWN OF OCEAN CITY, MARYLAND, WICOMICO COUNTY, MARYLAND AND  
WORCESTER COUNTY, MARYLAND

MID-ATLANTIC AMATEUR SPORTS ALLIANCE (MAASA)

An Agreement ("Agreement") made on the \_\_ day of \_\_\_\_\_, 2016, 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," County Commissioners of Worcester County, Maryland, a body corporate and politic of the State of Maryland, herein after referred to as "Worcester," and Wicomico County, Maryland, a body corporate and politic of the State of Maryland, herein after referred to as "Wicomico," each hereinafter also individually referred to as "Party" and collectively referred to as the "Parties" to establish the 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 or right of any party to individually market their respective jurisdictions, facilities and assets. All 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 MAASA.

II. DURATION OF AGREEMENT

The term of this Agreement is July 1, 2016, through June 30, 2017, unless otherwise terminated as provided herein, and may be extended on a yearly basis thereafter upon written mutual consent of the Parties.

### III. TERMINATION OF AGREEMENT

- A. Either Party may choose to opt out of this Agreement by notifying the other Parties in writing no later than March 1st of any given year, with termination to be effective June 30<sup>th</sup> of that year. Upon one Party giving notice of termination to the other Parties as provided for herein, current activity and future obligations shall continue through the current contractual year.
- B. If two Parties opt out of this Agreement, activity will be suspended immediately until such time as the Parties further mutually agree to proceed or until the Agreement terminates.
- C. 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.
- D. In the event, unexpended and unencumbered MAASA operating budget funds are held within Wicomico County's Tourism Budget at the time of termination, it shall be divided and refunded in proportion to the amount contributed by each party.
- E. Upon termination of two Parties, the name and brand of the Mid-Atlantic Amateur Sports Alliance (MAASA) shall be abandoned and will not be used by any party for marketing sports events in its respective jurisdiction.

### IV. DUTIES

The Ocean City Tourism Director, Worcester County Director of Recreation and Parks 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 \$6,000 to fund the annual operating budget for FY 17.
- B. Funds from the operating budget shall be used to maintain a web page, provide marketing collateral, promotional material and sales. Such expenditures shall be approved by the

Ocean City Tourism Director, Worcester County Director of Recreation and Parks and the Wicomico County Director of Recreation, Parks and Tourism.

- C. Subsequent annual operating budgets shall be submitted to the Town of Ocean City Office of Tourism, Worcester Department of Recreation, Parks and Wicomico County Department of Recreation, Parks & Tourism by November 15th of each year and shall operate on a fiscal year beginning on July 1<sup>st</sup>.
- D. Funds shall be used to market and sell this alliance to organizers of amateur sports events. These funds shall be administered by Wicomico County within its Tourism Budget in a specific account designated for MAASA. Wicomico County shall not use these funds for any other purpose.
- E. Wicomico County shall prepare financial statements quarterly and annually, which will be submitted to each of the Parties.

#### VI. EVENT PROCUREMENT

- A. Funding required to obtain and retain events shall be shared by all Parties in proportion to the hotel rooms booked within each jurisdiction. This funding would come from the operating budget of each Party and be subject to the appropriation process of each Party. These funds would be above and beyond the annual operating budget contribution of \$6,000.
- B. Funding will be estimated before submitting a proposal to the event organizer and reconciled 60 days following the event's last day. Final reconciliation will be based upon a hotel occupancy report generated through participant surveys, Wicomico County's hotel room booking service and/or the event organizer. Funding for the United States Specialty Sports Association Eastern World Series will remain as follows: Wicomico County 60%, Ocean City 35% and Worcester County 5%. This funding formula will be followed for other events to estimate the proportional split unless parties agree to a different level of funding as the various events may require. Actual funding required by each Party will be determined and reconciled once the hotel rooms booked in each jurisdiction is known.

#### VII. THIRD PARTY BENEFICIARY

The Parties do not intend there to 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:

Steve Miller, Director  
Wicomico County Department of Recreation, Parks & Tourism  
8480 Ocean Highway  
Delmar, Maryland 21875

Donna Abbott, Director  
Town of Ocean City Office of Tourism  
4001 Coastal Highway  
Ocean City, Maryland 21842

Paige Hurley, Director  
Worcester County Department of Recreation & Parks  
6030 Public Landing Road  
Snow Hill, Maryland, 21863

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. 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.

#### XI. ATTORNEYS' FEES AND COSTS

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

#### XII. DOCUMENT EXECUTION AND FILING

The Parties agree that there shall be three (3) 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.

#### XIII. 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.

XIV. 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.

XV. 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.

XVI. DISPUTES

Disputes among the Parties regarding this Agreement shall be referred to mediation using a Maryland mediator agreed upon by the Parties to the dispute. The cost of said mediator shall be shared equally among the Parties. 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.

ATTEST:

WICOMICO COUNTY, MARYLAND

\_\_\_\_\_  
R. Wayne Strausburg,  
Director of Administration

\_\_\_\_\_  
Bob Culver,  
County Executive

TOWN OF OCEAN CITY, MARYLAND

\_\_\_\_\_  
Doug Miller  
City Manager

ATTEST:

WORCESTER COUNTY, MARYLAND

\_\_\_\_\_  
Harold Higgins  
Chief Administration Officer

\_\_\_\_\_  
Madison J. Bunting, Jr.  
President