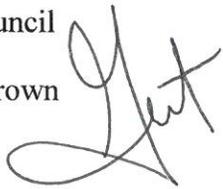




SMALL TOWN, BIG BEACH™

Memorandum

Date: April 26, 2016
To: Mayor Craft
City Council
From: Grant Brown 
Cc:
Subject: Tri-party Agreement to Host AHSAA Regional Softball Championship

BACKGROUND: For a number of years, the City of Gulf Shores and Gulf Shores and Orange Beach Tourism have hosted the AHSAA Regional Softball Championship, bringing 56 softball teams to the coast for three days of competition at the Gulf Shores Sportsplex the second weekend in May. We have been invited to continue to host this event through 2019.

RECOMMENDATION: Authorize the Mayor to sign the tri-party agreement along with the AHSAA and Gulf Shores and Orange Beach Tourism to host the AHSAA Regional Softball Championship 2016-2019

PREVIOUS COUNCIL ACTION: None

BUDGET IMPLICATIONS: This event is budgeted annually

ATTACHMENTS: Tri-party agreement

DEPARTMENT: Recreation and Cultural Affairs

STAFF CONTACT: Grant Brown



Letter of Agreement

This Agreement is entered into this _____ day of April 2016, by and between the City of Gulf Shores, the Alabama Gulf Coast Convention & Visitors Bureau d/b/a Gulf Shores & Orange Beach Sports Commission (GSOBSC) and the Alabama High School Athletic Association (AHSAA).

1. Term

- 1.1 The term of this Agreement is for a period of four (4) years, commencing on May 01, 2016 and ending on May 31, 2019.
- 1.2 The Regional Softball Championships (the Event) will be conducted for Classes 1A-7A Girls on the following dates:
 - May 12-14, 2016
 - May 11-13, 2017
 - May 10-12, 2018
 - May 09-11, 2019
- 1.3 Any and all references to the term "Parties" in this Agreement will include the City of Gulf Shores, GSOBSC and the AHSAA.

2. Responsibilities

- 2.1 The City of Gulf Shores shall provide each year at no cost to the AHSAA for the Term of Of this Agreement:
 - A. Softball Complex, staff, and use of the premises
 - B. Grounds crew
 - C. Custodial Services
 - D. Gate personnel (ticket sellers, ticket takers), personnel to assist with the AHSAA pass gate and personnel to assist with the softball events.
 - E. Uniformed Security
 - F. Press Box Personnel (scorekeepers and scoreboard operators)
 - G. Wireless internet
 - H. Media Work Area
 - I. Radio broadcast area
 - J. Concession operations
 - K. Covered space with electricity for approved merchandise vendor to market and sell AHSAA merchandise
 - L. Covered space with electricity for hospitality area
 - M. Parking for AHSAA staff, Event officials and Volunteers
- 2.2 The GSOBSC shall provide each year at no cost to the AHSAA for the term of this Agreement:
 - A. Complimentary food and beverage in the "hospitality area" each day of the Event for the AHSAA staff, officials and team coaches and GSOBSC will provide volunteers to work in the "hospitality area".



Agreement – Regional Softball Championship Site

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B. Provide up to Five (5) complimentary condominium units (2-bedroom) and Two (2) complimentary hotel rooms (double beds) for up to Four (4) nights during the Event each year at locations determined by GSOBSC for AHSAA staff and Event officials.

C. GSOBSC will secure discounted rates with area hotels and condominium facilities for the Event and these rates will be posted on the GSOBSC website so they will be easily accessible for participating teams and anyone else in need of housing for the Event. Gulf Shores & Orange Beach Tourism and the GSOBSC will work with AHSSA to promote the accommodations located within the Gulf Shores and Orange Beach lodging tax district.

D. Promote the Event through the GSOBSC website, the Gulf Shores & Orange Beach Tourism website and press releases prepared by the Gulf Shores & Orange Beach Tourism staff.

E. Provide standard GSOBSC welcome bags for all teams participating in the Event.

2.3 AHSAA shall provide each year at no cost for each year of this Agreement:

- A. Awards
- B. Balls
- C. Admission Tickets
- D. Athletic Trainers
- E. AHSAA staff member on site
- F. Pass Gate information

3. Revenue Share

3.1 Revenue shall be divided as follows:

- A. The City of Gulf Shores shall retain all concessions revenue and parking fees. Maximum allowable parking fee per vehicle is \$3.
- B. AHSAA shall retain gate and souvenir revenue.

4. Marketing

4.1 Neither Party will make any oral or written representation regarding the service of the other Party. Each Party will conduct all of its activities under its own name and will not use the other Party's name or trade name, except as expressly authorized by this Agreement, or with the other Party's prior written consent.

5. Insurance

5.1 The Parties shall maintain in effect at all times during the term of this agreement commercial general liability insurance in amounts not less than \$1 million for injury or death to one person, \$1 million for property damage.



A minimum of forty-eight (48) hours prior to commencement of the Event, a Certificate of Insurance will be provided evidencing the foregoing. AHSAA shall name the City of Gulf Shores and the GSOBSC as Additional-Insured. No material change, reduction, cancellation or non-renewal of a party's policy shall become effective until thirty (30) days from the date written notice thereof is actually received by each party. Any additional insurance required by the City of Gulf Shores and GSOBSC will be the responsibility of the parties the insurance is related to specifically.

6. Independent Contractors

6.1 It is hereby mutually agreed that all Parties are and will remain independent contractors and are not acting as partners, parties to a joint venture, employer and employee or agents for each other and none of the Parties will have the power to bind the other whatsoever, except as specifically provided by the terms of this Agreement. None of the Parties will make any oral or written representation regarding the service of the other Parties. Each Party will conduct all of its activities under its own name and will not use the other Parties' name or trade name, except as expressly authorized by this Agreement, or with the prior written consent of the other Parties.

7. Limitation of Liability

7.1 EXCEPT AS PROVIDED IN SECTION 7.1, IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS OR ANY OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF POSSIBILITY OF SUCH DAMAGES.

8. Indemnification

8.1 The AHSAA shall indemnify, defend, hold harmless the City of Gulf Shores and the GSOBSC, their respective officers, employees, and agents with respect to any claim, demand, cause of action, debt, or liability, including reasonable attorney's fees, associated with events and activities for hosting the Event, including reimbursement for damage except for normal wear and tear to the facilities provided.

9. Severability:

9.1 The terms of the Agreement are independent of and severable from each other, and neither this Agreement nor any provision contained herein shall be affected or rendered invalid or unenforceable by virtue of the fact that any other provision or provisions may be judged to be invalid or unenforceable, in whole or in part, for any reason.

10. Assignment

10.1 None of the Parties may assign their interest in the Agreement without the express written consent of the other Parties.



11. Compliance With Law:

11.1 The Parties will comply with all applicable federal, state and local laws and regulations while this Agreement is in force.

12. Entire Agreement

12.1 This Agreement constitutes the entire agreement between the Parties with respect to the written subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the Parties. It may not be released, discharged or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed By their duly authorized as of the _____ day of _____ 2016.

CITY OF GULF SHORES

ATTEST:

Robert Craft, Mayor

Wanda Parris, CMC, City Clerk

GULFSHORES & ORANGE BEACH SPORTS COMMISSION

Herb Malone
Herb Malone, President

ALABAMA HIGH SCHOOL ATHLETIC ASSOCIATION

Steve Savarese, Executive Director

Contact Information

City of Gulf Shores
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Gulf Shores, AL 36547

Gulf Shores & Orange Beach Sports Commission
PO Box 457
Gulf Shores, AL 36547

Alabama High School Athletic Association
PO Box 242367
Montgomery, AL 36124