

## Sailwinds of Cambridge, Inc.

To the Mayor and Council of the City of Cambridge:

We have been told that in order to be placed on the agenda for March 28<sup>th</sup> our Board must affirm our intention to reconstitute a larger Board of Directors, and to provide once again regular Profit and Loss statements. We are in process of doing so, and so affirm.

We have been told that we must provide written commitment to pay \$20,000 per year which was discussed as a possibility at a meeting with the City Manager, City Attorney and City Planner. At that meeting we agreed that making a payment of that size to the City might be possible if we were able to book long term again, but raised questions about the reasoning used to both justify and require such a payment. As the ultimate decision is up to the Council, we ask that you consider that every dollar spent on this would lessen the quality of services to the public. We also ask that you remember our purpose as a 501c3 is to maintain a public venue at a reasonable cost and every dollar to the City would reduce the amount spent on maintenance and/or raise the cost to the public and many charitable organizations that use the facility.

It would not be prudent to make a flat commitment to pay any amount without further discussion of the many details going forward and without hearing the Council's wishes. We look forward to the discussion on the 28<sup>th</sup>.

Board of Directors Sailwinds of Cambridge, Inc.

Bruce Reed, Vice Chairman

**MEMORANDUM OF UNDERSTANDING  
AND  
MANAGEMENT AGREEMENT**

**THIS MEMORANDUM OF UNDERSTANDING AND MANAGEMENT AGREEMENT** (hereinafter "Agreement"), made in triplicate this 16<sup>th</sup> day of July 2010, by and between the COMMISSIONERS OF CAMBRIDGE (hereinafter "City"), and SAILWINDS OF CAMBRIDGE, INC. (hereinafter "Sailwinds").

**WHEREAS**, the Commissioners of Cambridge, a Maryland Municipal Corporation, is the Tenant by Assignment of the Cambridge Terminal Property, consisting of Governor's Hall at Sailwinds and the adjoining festival grounds (hereinafter "Property"); and

**WHEREAS**, Sailwinds of Cambridge, Inc. is a Maryland Nonprofit Corporation, and said corporation desires to serve as the management body of Governor's Hall and Festival Grounds, on behalf of the Commissioners of Cambridge; and

**WHEREAS**, the parties hereby enter into this Memorandum of Understanding and Agreement for the purpose of establishing the rights and obligations of the parties; and

**WHEREAS**, this Agreement shall supersede and replace in its entirety, the prior Memorandum of Understanding between the Commissioners of Cambridge and The Governor's Hall At Sailwinds Park Management Board of the Committee of 100, Dorchester, Inc. dated October, 2001.

**NOW, THEREFORE, WITNESSETH**, that for and in consideration of the mutual promises and covenants set forth herein, the parties hereto hereby agree as follows:

1. The City hereby assigns unto Sailwinds, and Sailwinds hereby accepts, the right, responsibility and obligation to maintain this public property and manage the Property, subject to the terms of this Agreement;

2. Sailwinds agrees to manage the Property, which responsibility shall include, but not be limited to the following: maintaining the Property as a public venue for the use and enjoyment of all persons by the scheduling of events of all kinds, supervising any staff required to coordinate events, determining fee schedules for such use, advertising and promotion of the venue and events, fundraising and soliciting funds needed for the management maintenance and improvement of the Property, and contracting in the name of Sailwinds for repairs and improvements;

3. Upon written request from Sailwinds, City may provide in-kind service and assistance when available, through the Department of Public Works, including, but not limited to grass cutting and other grounds-keeping duties;

4. Sailwinds shall comply with the express terms of the Lease between Cambridge and the Maryland Port Administration for the Property, including the provision regarding prior approval for renovations to the Property.

5. Sailwinds shall provide to the City, on a monthly basis, a written summary briefly outlining the events, activities, improvements/renovations which have occurred during the prior month, and which are proposed for the up-coming month.

6. Sailwinds shall provide to the City on a quarterly basis, a statement of revenues received and expenditures/cost incurred during the period, and a clear overview of how fees charges, funds raised, and any grant monies are being used to maintain, repair, manage or improve the Property.

7. City shall maintain general liability insurance on the Property.

8. Sailwinds shall comply with all applicable Federal, State, and local laws.

9. Sailwinds shall be required to comply with the City's procurement policies only for the acquisition of capital goods, assets or services which are procured with City funds.

10. Sailwinds shall comply with all requirements set forth in any grant agreement which provides funding for projects at the Property.

This agreement may be terminated at any time, by the City upon written notice to Sailwinds.

This Agreement shall not be interpreted, in any way, as an assignment of the Lease between the City and The Maryland Port Administration of the State of Maryland.

Sailwinds hereby agrees to, and shall, defend, indemnify and hold harmless the City against and from all costs, expenses, losses, damages, injunctions, suits, actions, fines, claims and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person, party or governmental authority or other entity whatsoever incurred or suffered by it, or them and/or their servants, employees, agents, visitors or licensees, arising out of, connected or related to Sailwinds' failure to comply with each of the terms, covenants and conditions of this Agreement.

Nothing in this Agreement or in any other instrument shall cause the City, in any way to be construed as a partner or joint venture with Sailwinds in the operation or management of the Property.

Sailwinds shall operate under the definition of a charitable organization as set forth by the Internal Revenue Service under exempt purposes in the section 501(c)(3) "erecting or maintaining public buildings, monuments or works; lessening the burdens of government".

This Agreement shall be governed exclusively by its terms and the laws of the State of Maryland, without regard to principles of conflict of laws.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement, the day and year first above written.

ATTEST:

THE COMMISSIONERS OF CAMBRIDGE

Adon C. Wheeler Jr.

By: Victoria Jackson-Stanley (SEAL)  
Victoria Jackson-Stanley

ATTEST:

[Signature]

SAILWINDS OF CAMBRIDGE, INC.

By: Carlton W. Stanley (SEAL)

STATE OF MARYLAND, COUNTY OF DORCHESTER, TO WIT:

I HEREBY CERTIFY, that on this 16 day of JULY, 2010, before me, a Notary Public of the State aforesaid, personally appeared Victoria Jackson-Stanley, who acknowledged herself to be the Mayor of the City of Cambridge, a Maryland municipal corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Agreement, and acknowledged that she executed the same for the purposes therein contained as the fully authorized agent of said City of Cambridge by signing the name of the City by herself as Mayor.

IN WITNESS WHEREOF my hand and Notarial Seal.

Kathryn Foster  
Notary Public

My Commission Expires: 02-14-2014

STATE OF MARYLAND, COUNTY OF DORCHESTER, TO WIT:

I HEREBY CERTIFY, that on this 16<sup>th</sup> day of JULY, 2010, before me, a Notary Public of the State aforesaid, personally appeared Anton W. Stanley, who acknowledged herself to be the President of Sailwinds of Cambridge, Inc., a Maryland corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Agreement, and acknowledged that he executed the same for the purposes therein contained as the fully authorized agent of said Corporation by signing the name of the Corporation by himself as President.

IN WITNESS WHEREOF my hand and Notarial Seal.

My Commission Expires:  
12/1/2010

Naomi A. Robinson  
Notary Public  
Naomi A. Robinson