



MEETING of the BOARD OF DIRECTORS

AGENDA

Zoom Meeting
March 23, 2022
9:00 a.m.

Call to Order	A. Sargent
Roll Call	J. Thomas
Approval of Minutes	A. Sargent
Financial Report	L. Curry
Executive Committee	D. Spedden
a. Board Resignation	
President's Report	D. Spedden
a. ARPA Funding	
b. Washington County Day in Annapolis	
c. Clara Barton Memorial Capital Pledge	
d. Jonathan St. Cabin Documentary Film	
e. MD Great Outdoor Act	
f. Stoney Creek Farm	
CVB Staff	
Adjournment	A. Sargent

Upcoming Events:

April 27 – Executive Committee
May 1-7 – National Travel and Tourism Week
May 18 – CVB Board of Directors

The Mission of the Bureau shall be to promote Hagerstown and Washington County by increasing tourism and visitor spending through the marketing and promotion of attractions, events, accommodations, and visitor services which will contribute to economic development.

**HAGERSTOWN/WASHINGTON COUNTY CONVENTION &
VISITORS BUREAU BOARD OF DIRECTORS
February 23, 2022
9:00AM
Virtual Meeting
MINUTES**

PRESENT: Andrew Sargent, Chair; Al Martin, Treasurer; Emilie Amt, Sila Alegret-Bartel, Mary Anne Burke, Katie Clutz, Sarah Hall, Leslie Hart, Racha Iskandarani, Teri Leiter, Lauren Metz, Christine Peacock, Amanda Rankin, Julie Rohm

ABSENT: Angie Hummer, Lindsey Renner

STAFF: Dan Spedden, Tiffany Ahalt, Betsy DeVore, Jolene Thomas

ROLL CALL

TOPIC: Minutes of October 27, 2021, and December 8, 2021

MOTION: To approve the minutes of the October 27, 2021, Board of Directors Meeting and December 8, 2021, Annual Membership Meeting, as presented.

ACTION: Approved

TOPIC: Financial Report

DISCUSSION: Al Martin reviewed the Financial Statement for the period ending December 31, 2021, with the Board.

MOTION: To accept the December 31, 2021, Financial Report, as presented. 1st, Teri Leiter; 2nd Katie Clutz

ACTION: Approved

TOPIC: Board of Director and Advisory Board

DISCUSSION: The Executive Committee recommended the following appointments to the Board: Jeremy Hulse of South Mountain Recreation to serve as a Board of Director; and Brittany Wedd of Discovery Station to serv as an Advisory Board member.

MOTION: To accept the appointment of Jeremy Hulse to the Board of Directors, and Brittany Wedd to Advisory Board. 1st Al Martin; 2nd Mary Anne Burke

ACTION: Approved

TOPIC: New Members

MOTION: To approve the list of new CVB members, as presented.

1st Mary Anne Burke, 2nd Christine Peacock

ACTION: Approved

Adjournment

Andrew Sargent, Chair
Al Martin, Treasurer
Jolene Thomas, Recording Secretary

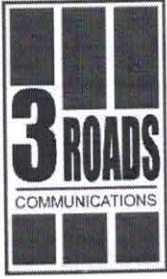
Washington County, Maryland Convention & Visitors Bureau
Statement of Financial Position
As of February 28, 2022

	Feb 28, 22	Feb 28, 21	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
104 · Cash BB&T - Operating	154,865.50	178,543.64	-23,678.14	-13.3%
105 · Cash BB&T - Payroll Reserve	1,296.08	1,310.96	-14.88	-1.1%
106 · Cash BB&T - PR	14,656.93	4,052.97	10,603.96	261.6%
107 · Cash BB&T - Operating Reserve	736,780.01	586,979.46	149,800.55	25.5%
109 · CNB Bank- PPP Account	0.00	74,852.45	-74,852.45	-100.0%
Total Checking/Savings	907,598.52	845,739.48	61,859.04	7.3%
Other Current Assets				
122 · Lodging Tax Receivable	71,852.66	45,066.37	26,786.29	59.4%
Total Other Current Assets	71,852.66	45,066.37	26,786.29	59.4%
Total Current Assets	979,451.18	890,805.85	88,645.33	10.0%
Fixed Assets				
153 · Office Equipment	121,755.38	121,755.38	0.00	0.0%
157 · Leasehold Improvements	33,236.38	33,236.38	0.00	0.0%
163 · Accum Depr- Office Equipment	-60,797.81	-56,458.41	-4,339.40	-7.7%
167 · Accum Depr-Leasehold Impr	-25,025.17	-23,085.25	-1,939.92	-8.4%
Total Fixed Assets	69,168.78	75,448.10	-6,279.32	-8.3%
TOTAL ASSETS	1,048,619.96	966,253.95	82,366.01	8.5%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
203 · Accounts Payable	12,438.43	7,541.51	4,896.92	64.9%
Total Accounts Payable	12,438.43	7,541.51	4,896.92	64.9%
Other Current Liabilities				
208 · Accrued Interest	2,176.00	2,176.00	0.00	0.0%
215 · Federal Unemployment Payable	217.46	0.00	217.46	100.0%
216 · State Unemployment Payable	965.91	0.00	965.91	100.0%
220 · Deferred Revenue	150,000.00	0.00	150,000.00	100.0%
221 · Sales Tax Payable	0.00	1.44	-1.44	-100.0%
222 · Accrued Salaries & Benefits	11,790.86	11,790.86	0.00	0.0%
227 · Accrued Vacation	29,239.84	29,239.84	0.00	0.0%
228 · Custodial Liability	20,000.00	20,000.00	0.00	0.0%
245 · Note Payable SBA EIDL Loan	0.00	149,900.00	-149,900.00	-100.0%
246 · N/P - CNB Bank - PPP Loan	0.00	88,038.62	-88,038.62	-100.0%
Total Other Current Liabilities	214,390.07	301,146.76	-86,756.69	-28.8%
Total Current Liabilities	226,828.50	308,688.27	-81,859.77	-26.5%
Total Liabilities	226,828.50	308,688.27	-81,859.77	-26.5%
Equity				
290 · Fund Balance	682,735.08	682,735.08	0.00	0.0%
32000 · Unrestricted Net Assets	95,238.21	0.00	95,238.21	100.0%
Net Income	43,818.17	-25,169.40	68,987.57	274.1%
Total Equity	821,791.46	657,565.68	164,225.78	25.0%
TOTAL LIABILITIES & EQUITY	1,048,619.96	966,253.95	82,366.01	8.5%



**THE CLARA BARTON MEMORIAL
THE CLAY MAQUETTE AT 1/5TH SCALE
ANTONIO TOBIAS MENDEZ SCULPTOR**





The House on Jonathan Street
Underwriting Agreement

This Underwriting Agreement (the "Agreement") dated as of March 1, 2022, is made by and between **Three Roads Communications, Inc.** ("3 Roads") with offices located at 118 East Church Street, Frederick, MD 21701, and The Hagerstown Washington County Convention and Visitors Bureau (HCWCVB) with offices located at.

Whereas, 3 Roads and HCWCVB desire to enter into this Agreement in order to set forth the terms and conditions under which HCWCVB shall underwrite the Program.

In consideration for the mutual obligations described below, the Parties hereby agree as follows:

1. Television Documentary (the "Program")

- (a) Title of the Program: "*The House on Jonathan Street*"
- (b) Approximate length of program: Sixty minutes (60:00).
- (c) Broadcast distribution: The House on Jonathan Street is made available by 3 Roads Communications for broadcast to Public Television member stations in the United States for unlimited broadcasts for a period of one year from initial distribution beginning no later than June 1, 2023.
- (d) Number of episodes: 1.

2. National Underwriting Credit

- (a) 3 Roads and HCWCVB agree that HCWCVB will receive a fifteen second audio and video underwriting credit appearing before and after each broadcast of the Program on Public Television (the "Billboard"). HCWCVB's Billboard(s) shall be identified, potentially along with the Billboards of other underwriters, as the underwriters of the Program. 3 Roads reserves the right to approve the content and form of HCWCVB's Billboards. All aspects of HCWCVB's underwriting of the Program, including the Billboard, shall be in accordance with the Communications Act, rules and regulations of the Federal Communications Commission ("FCC") and Public Television sponsorship guidelines and policies in force at the time of broadcast. HCWCVB will produce and deliver its Billboard to 3 Roads according to a mutually agreed upon schedule.
- (b) Parties agree that HCWCVB will be recognized as an underwriter and sponsor of the Program on all publicity materials for the Program.

foregoing.

5. Termination

- (a) 3 Roads and HCWCVB shall have the right to terminate this Agreement if the other party breaches any of its material obligations and fails to cure such breach within thirty (30) days of written notice of the breach. In the event that the termination is due to a material breach by HCWCVB, all payments not yet made shall become due and payable to 3 Roads within thirty (30) days of the termination date.
- (b) Both parties will immediately discontinue using any material referring to HCWCVB sponsorship of the Program and return all such materials belonging to either party.

6. No Sublicensing or Assignment

- (a) Neither 3 Roads nor HCWCVB may sublicense or assign any of its rights or obligations under the Agreement without the prior written consent of the other parties. Notwithstanding the foregoing, HCWCVB may assign its rights, duties and obligations hereunder to an affiliate or subsidiary company without consent.

7. Representations, Warranties, and Indemnities

- (a) 3 Roads represents and warrants that it has the legal right and authority to enter into this Agreement and to observe and perform fully its obligations set forth herein, and that its performance hereunder will not conflict with or violate any commitment, agreement, or understanding it has or will have to and with any other person or entity and that no legal proceedings have been threatened or brought against 3 Roads which could otherwise threaten performance of this Agreement and that entering into this Agreement is not prohibited by any contract, applicable law, rule, regulation, government directive or judicial order or decree.
- (b) 3 Roads shall pay and indemnify and hold harmless HCWCVB, and its officers, assignees, directors, agents, licensees, and employees from and against all claims, losses, costs, expenses, settlements, demands and liabilities of every kind, including reasonable attorneys' fees and expenses arising out of (i) any inaccuracy, alleged breach, or actual breach of any representation, warranty, covenant, agreement, or undertaking made by 3 Roads herein, (ii) any matter in connection with or caused by the Program or under 3 Roads control, (iii) any claim by a third party that the Program infringes upon the patent, copyright, trademark, trade secret or other intellectual property rights of any third party, (iv) any claim arising out of the disclosure or use of Confidential Information and (v) any amounts including taxes, interest, and penalties assessed against HCWCVB which are obligations of 3 Roads; provided, however, that if any claim shall be made or action taken which, if true, would constitute a breach of any representation, warranty, covenant, agreement, or undertaking made by 3 Roads herein, HCWCVB agrees to give 3 Roads prompt notice thereof and HCWCVB shall have the right to contest or join in the contest of such claim or action and may be represented by counsel chosen by HCWCVB .
- (c) HCWCVB represents and warrants that it has the legal right and authority to enter into this Agreement and to observe and fully perform its obligations set forth herein, and that HCWCVB 's performance hereunder will not conflict with or violate any commitment, agreement, or understanding it has or will have to or with any other person or entity.

award rendered by the arbitrators may be entered in any court having jurisdiction. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY and agree that if the foregoing binding arbitration provision is determined for any reason to be unenforceable or inapplicable to a particular dispute, then such dispute shall be decided solely by a judge without the use of a jury, sitting in a court of competent jurisdiction. This binding arbitration and jury trial waiver provision shall survive termination of this Agreement. Nothing in this Agreement will prevent either party from applying for injunctive relief in any court of competent jurisdiction.

11. Miscellaneous

- (a) The parties shall notify each other in writing in the event that either deems this Agreement to be breached and shall give the other party thirty (30) days to cure such breach before taking action or making a claim on the basis of such breach.
- (b) This Agreement is complete and embraces the entire understanding between the parties. All prior and contemporaneous understandings in connection with the subject matter herein contained, either oral or written, are null and void unless expressly set forth herein. No alteration, modification, or waiver, in whole or in part, of any provision of this Agreement shall be of any effect unless set forth in writing and signed by both parties hereto.
- (c) Whenever notice is required to be given or may appropriately be given hereunder, such notice shall be in writing and shall be delivered to the person or parties to whom intended at their addresses first stated above.
- (d) This Agreement is entered into within the State of Maryland and shall be governed and construed in accordance with Maryland law as if this Agreement were to be fully performed within the State of Maryland, without giving effect to principles of conflicts of laws. The parties agree to submit solely and exclusively to the jurisdiction of the state and federal courts of the State of Maryland to resolve any disputes arising hereunder.
- (e) Upon reasonable prior notice from HCWCVB, 3 Roads shall provide HCWCVB and its auditors and investigators reasonable access during normal business days and hours to 3 Roads' (i) facilities that are actually performing the duties hereunder and (ii) business records reflecting 3 Roads' compliance with this Agreement. In the event access to 3 Roads' confidential information is required, access will be provided in such a way as to preserve the confidentiality of such information.

ACCEPTED AND AGREED

Three Roads Communications, Inc.

By _____
Name: Russell Hodge
Title: President

HCWCVB

By _____
Name: _____
Title: _____