



May 12, 2021

Sarah Dresser
 Manager of Cultural Affairs
 City of Columbia Office of Cultural Affairs
 P.O. Box 6015, 701 East Broadway
 Columbia, MO 65205-6015

Dear Sarah:

Thank you for expressing interest in joining *Arts & Economic Prosperity® 6*, Americans for the Arts' sixth national study of the economic impact of spending by nonprofit arts and cultural organizations and their audiences. **It is our pleasure to invite the City of Columbia Office of Cultural Affairs to join this study as an OFFICIAL LOCAL PARTNER.**

Please read this entire document. It includes an overview of the project, a detailed description of the responsibilities that we share, important contractual clauses, and a statement of agreement that warrants and represents that the person signing this Agreement has authority to bind the Office of Cultural Affairs into this Agreement. **Once this document is filled out entirely by a representative of the City of Columbia Office of Cultural Affairs and signed by both parties, this will serve as a contract between Americans for the Arts and the City of Columbia, Missouri for the period beginning on the date of signature and ending July 31, 2023.**

INTRODUCTION TO *ARTS & ECONOMIC PROSPERITY 6*

The purpose of this research study is to measure the economic impact of spending by the nation's nonprofit arts and cultural organizations and the event-related spending by their audiences during fiscal year 2020. This new study will build on our five previous national economic impact efforts (about fiscal years 1992, 2000, 2005, 2010, and 2015) to document in unprecedented scope and detail the key role played by the nonprofit arts industry in strengthening local and statewide economies. Our highly regarded research methodology has repeatedly proven to be credible and trustworthy. Legislators, business leaders, government officials, arts administrators, and the media regularly use our data to demonstrate the economic power that the arts and culture wield in their communities. During the past 25 years we have conducted more than 500 economic impact studies on communities across all 50 states and the District of Columbia—communities ranging in geography (Alaska to Florida to Maine to Hawaii), population (1,400 to 4 million), and population density (rural to large urban). We fully anticipate that the AEP6 study will once again be the largest and most comprehensive research effort of its kind ever conducted.

BENEFITS: WHY JOIN THIS STUDY AS A LOCAL PARTNER?

The City of Columbia Office of Cultural Affairs will receive **valuable benefits and deliverables** as a result of joining the *Arts & Economic Prosperity 6* study as a local study partner, including:

- A customized report on the unique economic impact findings for the City of Columbia. This detailed report will provide the impacts of direct spending by the universe of nonprofit arts and cultural organizations as well as the impacts of event-related expenditures made by arts/cultural audiences. It will also analyze the differences in spending between resident attendees and cultural tourists. The final report will be approximately 30 pages in length and will include descriptive text, data tables, quotes from selected elected officials and national business leaders, a glossary of economic impact terminology, a list of frequently asked questions (and their answers), and a thorough description of the study methodology.
- ***NEW for AEP6*** Improved economic modeling techniques will provide deeper and more specific findings about the industries supported by—and the sources of government revenue generated by—the arts and cultural industry and its audiences.
- The ability to compare the detailed study findings for the City of Columbia with the study findings for all other participating local study partners.
- Participation in Americans for the Arts’ strategic national marketing and public relations campaign to release and promote the study findings, including validation of the findings from the national governing and service organizations that partner with Americans for the Arts to help public and private sector leaders understand the economic and social benefits that the arts bring to communities, states, and the nation.
- ***NEW for AEP6*** The AEP6 Playbook, a calendar of prescribed monthly actions for each study partner to undertake during the study timeline (and beyond) in order to encourage participation and promote the findings. The Playbook will include templates, examples, and step-by-step instructions that will allow all of the study partners to take coordinated actions in communities throughout the country.
- One staff member from the Office of Cultural Affairs will receive an invitation to attend and participate in a complimentary one-day media training session to take place in June 2023 (as a precursor to the Americans for the Arts’ annual convention). The media training session will be dedicated to the AEP6 study and attendance will be limited to study partners only. *Travel expenses/registration fees are not included in this contract and will be the responsibility of the attendee.*

CUSTOMIZATION FOR YOUR COMMUNITY

As a local study partner, the City of Columbia Office of Cultural Affairs will assist Americans for the Arts by collecting data from arts and cultural organizations as well as individual arts attendees in your community. These data will enable us to measure in a reliable and affordable manner the economic impact of the City of Columbia's nonprofit arts and cultural industry in terms of four key areas of the economy:

1. Full-time-equivalent jobs supported within the City of Columbia
2. Personal income paid to residents of the City of Columbia
3. Revenue generated for local governments in the City of Columbia
4. Revenue generated for the state government

There are two areas that we study: (1) the economic impact of spending by eligible arts and cultural organizations, and (2) the economic impact of event-related spending by their audiences.

1. **Measuring the Impact of Spending by Arts and Cultural Organizations**

Expenditures by eligible arts, cultural, humanities, and heritage organizations provide a significant impact on the City of Columbia's economy. They are employers, producers, consumers, and key partners in marketing their communities and states. Spending by these organizations is far reaching; they pay their employees, purchase supplies, contract for services, and acquire assets. These actions, in turn, support jobs, create household income, and generate revenue to local and state governments. We will provide a detailed definition of which types of organizations, programs, agencies, and facilities are eligible to participate in the study (*for-profit businesses and individual artists are excluded from this study's methodology*).

2. **Measuring the Impact of Event-Related Spending by Arts and Cultural Audiences**

Arts, cultural, humanities, and heritage organizations—unlike most industries—leverage significant amounts of event-related spending by their audiences. Arts events that take place in the City of Columbia generate attendance-related commerce for restaurants and bars and cafes, retail stores, hotels, parking garages, and more. Just like the dollars spent by arts and cultural organizations, the event-related spending by their audiences supports jobs, creates household income, and generates revenue to local and state governments. In addition, our methodology analyzes audience data by ZIP code to differentiate spending by local attendees vs. cultural tourists.

ARTS & ECONOMIC PROSPERITY'S ECONOMIC ANALYSIS

The project researchers will build and customize an econometric input-output model to reflect the unique economy of the City of Columbia using the IMPLAN (Impact Analysis for Planning) economic impact assessment platform. An input-output model is a system of mathematical equations that combine statistical methods and economic theory in an area of study called econometrics. It is based on a matrix which tracks the dollar flows between finely detailed industries within a community and allows researchers to determine the economic impact of local spending on jobs, household income, and government revenue. **Input-output modeling is a widely accepted methodology has been the basis for two Nobel prizes in economics. The overall Arts & Economic Prosperity study methodology has been reviewed and approved previously by economists from Bank of America and by the White House Council of Economic Advisors.**

IMPLAN combines a set of extensive databases concerning economic factors (including wage, labor, and commerce data from local, state, and federal government sources) and demographic statistics with a highly refined and detailed system of modeling software. The model accomplishes this by identifying direct impacts by sector, then developing a set of indirect and induced impacts by sector through the use of industry-specific multipliers, local purchase coefficients, income-to-output ratios, and other complex factors and relationships.

The customized input-output model will calculate the economic impact resulting from the direct expenditures made by the nonprofit arts and cultural organizations and their audiences, as well as the economic impact of those dollars as they are being re-spent within the City of Columbia's economy. How can a dollar be "re-spent?" Consider the example of a theater company that purchases a five-gallon bucket of paint from its local hardware store for \$100—a very simple transaction at the outset, but one that initiates a complex sequence of income and spending by both individuals and other businesses.

Following the paint purchase, the hardware store may use a portion of the \$100 to pay the salesclerk who sold the bucket of paint. The salesclerk then spends some of the money for groceries; the grocery store uses some of the money to pay its cashier; the cashier then spends some of the money for rent; and so on.

The hardware store also uses some of the \$100 to purchase goods and services from other businesses, such as the local utility company, and then to buy a new bucket of paint from the paint factory to restock its shelf. Those businesses, in turn, spend the money they earned from the hardware store to buy goods and services from still other local businesses, and so on.

Eventually, the last of the \$100 is spent outside of the community. It is considered to have 'leaked' out of the community, and it no longer has a local economic impact.

The **total** economic impact describes this full economic effect, starting with the theater's initial paint purchase and ending when the last of the \$100 leaks out of local economy. It is composed of the **direct** economic impact (the effect of the initial expenditure by the theater), as well as the **indirect** and **induced** economic impacts, which are the effects of the subsequent rounds of spending by businesses and individuals, respectively.

Interestingly, a dollar ripples very differently through each community, which is why an **input-output model will be customized specifically for the City of Columbia**.

THE REQUIREMENTS OF STUDY PARTICIPATION

This research study will employ a national-state-local partnership strategy—one that we have used successfully for more than 25 years. This means that both Americans for the Arts and the City of Columbia Office of Cultural Affairs are required to accomplish certain tasks to ensure that the project is a success. It is also the primary reason that the project cost-sharing fee is so reasonable when compared to other sources of customized research with the same level of customization.

There are five primary requirements of each of our *Arts & Economic Prosperity 6* local study partners. Please consider their potential impact on the Office of Cultural Affairs and your arts community. **This contract is not considered complete and approved unless ALL FIVE**

REQUIREMENTS are completed and initialed. As you consider these requirements, it may be helpful to review the expected project timeline that can be found in Appendix A of this contract (Page 16).

Initial above

1. Identify a Primary Project Contact Person

The City of Columbia Office of Cultural Affairs is required to name a project manager for the data collection effort. It could be you, a member of your staff, a member of your board/commission, or a volunteer. This person will act as a single point of contact for Americans for the Arts regarding the economic impact study. He/she will be responsible for the data collection effort being completed in an accurate and timely manner.

Name of Primary Contact: Sarah Dresser
Job Title: Cultural Affairs Manager
Phone Number: 573-874-7512
E-mail Address: Sarah.dresser@como.gov

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2. Provide a Comprehensive List of Eligible Organizations

The City of Columbia Office of Cultural Affairs is required to create a comprehensive a list as possible of all eligible nonprofit arts and cultural organizations that are located within the City of Columbia (i.e., not just its members or grantees). Each listing must include:

- i. Name of the eligible organization, program, or facility
- ii. Mailing address
- iii. City
- iv. State
- v. County/parish (not country)
- vi. Name of a single primary contact person
- vii. One valid e-mail address for the primary contact person listed above
- viii. An appropriate National Taxonomy of Exempt Entities code (the NTEE classification system lists the type of organizations that are eligible to be included in the AEP6 analysis).

This list must be provided to Americans for the Arts as a Microsoft Excel spreadsheet. **Detailed instructions for how to develop the comprehensive list of eligible organizations located in the City of Columbia will be provided in the AEP6 Study Welcome Packet that all study partners will receive in December 2021. Americans for the Arts will also provide a Microsoft Excel template to ensure delivery of the list in the required format.**

- This list likely already exists. The vast majority of our past partners have used this study requirement as a method to clean and supplement their database. Additionally, most reported that they discovered a number of new eligible organizations that they did not know about previously.

- While we focus on “nonprofit” arts and cultural organizations, we know there are several types of organizations that play a substantial role in the cultural life of the community—ones whose primary purpose is to promote participation in, appreciation for, and understanding of the visual, performing, folk, and media arts. These include government-owned or government-operated cultural facilities and institutions, municipal arts agencies and councils, private community arts organizations, unincorporated arts groups, living collections (such as zoos, aquariums, and botanical gardens), university presenters, and arts programs that are embedded under the umbrella of a non-arts organization or facility (such as a community center or church). In short, if it displays the characteristics of a nonprofit arts and cultural organization and has an identifiable budget/attendance and leadership, study partners are encouraged to include them. *Only for-profit businesses and individual artists are excluded from this study.*

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3. Assist with the Data Collection from Eligible Organizations

Americans for the Arts will provide a proprietary *Arts & Economic Prosperity 6* Organizational Survey that will be distributed to all of the eligible arts and cultural organizations located in the City of Columbia. **Detailed instructions for how to assist with the survey effort will be provided in the AEP6 Study Welcome Packet that all study partners will receive in December 2021.**

- The Organizational Survey will be distributed electronically via email to all eligible organizations using Americans for the Arts’ customizable survey software and secure research server. This will be a paperless process.
- The survey is designed to capture all of the key information that is required for this study’s proprietary economic impact analyses including revenues, expenditures, attendance, in-kind contributions, staffing, and volunteerism. To put as much daylight as possible between the survey findings and COVID-19, the organizational survey will request information about each organization’s fiscal year that will end during 2022 (organizations that have not closed their FY22 financials by the time they are completing the survey will be asked to provide estimates/projections).
- The survey is programmed with logic in order to make the survey path as appropriate and seamless as possible for the responding organizations. Revenue and expense categories will be customized based on each responding organization’s budget size and legal status (e.g., nonprofit vs. government). Respondents will be able to save their answers at any time and return at a later date to finish the survey. Based on testing, the comprehensive version of the survey will take no more than 20 minutes to complete.
- Once the initial survey phase has been completed, we will activate an abbreviated version of the survey to all remaining non-participants.

Based on testing, the abbreviated version of the survey will take no more than 7 minutes to complete.

- Finally, once the abbreviated phase has been completed, we will activate a “last-ditch” version of the survey that will include only four questions (total revenues, total expenditures, total attendance, and total volunteers/volunteer hours) in a final effort to include all eligible organizations in the study analysis. Based on testing, this final version of the survey will take no more than 2 minutes to complete.
- Once all data collection from eligible organizations is complete, Americans for the Arts will provide the Office of Cultural Affairs with a status report that identifies the total operating budget and total attendance for each participating organization. The Office of Cultural Affairs will review this status report and follow up with any participating organizations for which the numbers need to be confirmed.

It is important to note that economic impact is based on the number of dollars spent in your community, and we want to capture as many of those dollars as possible. Each eligible organization located in the City of Columbia is important. We understand, however, that the full cooperation of your arts community may be unrealistic. It is likely that some of the eligible organizations in the City of Columbia will decline to participate in the *Arts & Economic Prosperity 6* Organizational Survey. **We neither anticipate nor expect a 100 percent response rate.** For the purposes of the AEP6 study, **an adequate participation rate can be characterized as having collected the required information from all of the large and mid-sized organizations on your list of eligible organizations (based on operating budget and/or total attendance), and as many of the smaller organizations as possible.**

REQUIREMENT: Upon completion of the entire web-based effort described above, it will be the responsibility of the Office of Cultural Affairs to provide the information requested by the “last-ditch” version of the survey (i.e., total revenues, total expenditures, total attendance, and total volunteers/volunteer hours) for any major and mid-sized organizations that declined to participate in the survey process. This will likely involve contacting the non-responding organizations by phone in order to solicit the required information. Alternatively, this information may be available through a secondary data source (e.g., database of grant applications, IRS Form 990s).

ESTIMATE OF THE TIME REQUIREMENT FOR TASKS 2 & 3:

We estimate that the Office of Cultural Affairs will spend approximately 5 minutes per eligible organization. That estimate includes compiling and cleaning the list of eligible organizations located in the City of Columbia as well as following up with the organizations that decline to participate in the web-based survey. As an example, if there are 100 eligible organizations in the City of Columbia, we estimate that the Office of Cultural Affairs’s staff and volunteers will spend a combined total of approximately 8 hours on this task throughout calendar year 2022. This work will take place during September 2022 to February 2023.

4. Collect at least 800 Audience-Intercept Surveys

Americans for the Arts will provide a proprietary audience-intercept survey instrument that is designed to measure the dollars spent by audience members as a direct result of their attendance to arts and cultural events that take place in the City of Columbia. The City of Columbia Office of Cultural Affairs is responsible for collecting a minimum of 800 of these surveys during calendar year 2022. ***These surveys will be gathered/collected throughout the entire year (January through December), and returned to Americans for the Arts on a quarterly basis for processing. Detailed instructions for how to collect the audience-intercept surveys will be provided in the AEP6 Study Welcome Packet that all study partners will receive in December 2021.***

The surveys are required to be audience-intercept surveys (i.e., they must be collected on-site either during the event or upon the conclusion of the event). The audience surveys may not be taken home from the event, emailed to attendees of previously completed events, or otherwise completed off-site from the performance/event/exhibit being surveyed.

Americans for the Arts will provide both a paper version of the survey as well as the link to an electronic version of the survey that can be used on a tablet computer such as an iPad. Up to half of the total sample of surveys may be collected electronically; at least one half must be collected using traditional paper surveys. In order to utilize the electronic version of the survey, the Office of Cultural Affairs will be required to provide any necessary hardware (e.g., iPads or other tablet computers), as well as Internet access for the hardware (i.e., a data plan or Wi-Fi at the facility where the surveys are being collected). Americans for the Arts will provide a link to an electronic version of the audience-intercept survey that is customized for the City of Columbia. **Americans for the Arts will not be responsible for issues with Internet connectivity.** The City of Columbia Office of Cultural Affairs should always have paper surveys available to use as a backup method in case the electronic version of the survey is not successful at a given performance/event/exhibit.

A comprehensive data collection protocol will be included in the Study Welcome Packet to help the Office of Cultural Affairs select an appropriately broad range of events at which to survey and to provide instructions on how to collect the audience-intercept surveys as efficiently and effectively as possible. In short, we expect audience surveys to be collected at a broad range of events (both paid and free activities that range across a variety of artistic disciplines).

ESTIMATE OF THE TIME REQUIREMENT FOR TASK 4:

We estimate that the Office of Cultural Affairs will spend two minutes per completed audience-intercept survey during calendar year 2022. That estimate includes selecting the events to be surveyed, organizing the staff/volunteers to undertake the surveying process, actually collecting the surveys from attendees, and then returning paper surveys to Americans for the Arts. Based on the quota of 800 audience-intercept surveys to be

collected in the City of Columbia, we estimate that the Office of Cultural Affairs's staff and volunteers will spend a combined total of approximately 27 hours on this task throughout calendar year 2022.

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5. Pay the AEP6 Cost-Sharing Participation Fee

Each *Arts & Economic Prosperity 6* study partner is required to pay a subsidized participation fee. This cost-sharing fee is calculated based on a variety of factors including the size of the region being studied, the number of organizations that are eligible to be surveyed, the number of audience-intercept surveys that are required for analysis, the complexity of the econometric modeling that is required, and more. The fee is applied to the costs associated with project management, data entry, data cleaning and analysis, the economic modeling, and the design, production, and delivery of the final reports and other ancillary resources. In addition to this cost-sharing study participation fee required of the City of Columbia Office of Cultural Affairs, it is important to note that this study for the City of Columbia is subsidized by a significant contribution by the Ruth Lilly Fund of Americans for the Arts. Finally, additional funding for this national study may be provided by other local, regional, state, and national partners and sponsors.

CAREFULLY REVIEW AND COMPLETE THE NEXT PAGE (Page 10).

1. Review the BASE PARTICIPATION FEE for the Office of Cultural Affairs.
2. Select any ADDITIONAL OPPORTUNITIES that the Office of Cultural Affairs chooses to add to this contract. Detailed descriptions of the additional opportunities can be found in Appendix B on Pages 17-20 of this contract.
3. Calculate the TOTAL CONTRACT FEE for the Office of Cultural Affairs by adding together the Base Fee plus the fees associated with any selected additional opportunities. Write the Total Contract Fee in the space provided.
4. Choose the Office of Cultural Affairs's preferred PAYMENT SCHEDULE.

A. REVIEW THE BASE STUDY PARTICIPATION FEE (required):

Standard Cost-Sharing Fee for the City of Columbia	\$9,000
Statewide Partner Discount (50% off the standard fee!)	— \$4,500
<u>Membership Discount (current membership status = Choice)</u>	<u>— \$150</u>

BASE PARTICIPATION FEE for the AEP6 STUDY **\$4,350**

B. SELECT ADDITIONAL OPPORTUNITIES (optional):

Below is a list of additional opportunities that the Office of Cultural Affairs may consider adding to this contract. *If they are not included in this contract, it will be possible to add any of these opportunities at a later date.*

<u>YES</u>	<u>NO</u>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Order a Customized Economic Impact Website Calculator	\$900
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Order a Customized Analysis/Report for a Cultural District	\$2,400
		<u>Pre-Release “Readiness and Capacity Building” Tour</u>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Virtual presentations only	\$1,200
		<u>Post-Release “On the Road to Prosperity” Tour</u>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Virtual presentations only	\$1,200
<input type="checkbox"/>	<input checked="" type="checkbox"/>	In-Person visit to your community	\$1,950

C. CALCULATE THE TOTAL CONTRACT FEE¹ (required):

Total Contract Fee for the Office of Cultural Affairs **\$ 4,350.00**

D. CHOOSE A PAYMENT SCHEDULE (required):

There are two payment options, one of which provides the opportunity to spread the cost-sharing participation fee across multiple fiscal years.

- Payment Option #1—Pay the contract fee in a lump sum.**
- Americans for the Arts will send an invoice for the entire contract fee to the Office of Cultural Affairs after the approval of this contract.
- Payment Option #2—Pay the project fee in three equal payments spread across three calendar years.**
- Americans for the Arts will send an invoice for the first installment to the Office of Cultural Affairs after the approval of this contract.
 - Americans for the Arts will send an invoice for the second installment on June 1, 2022. Payment will be due by July 31, 2022.
 - Americans for the Arts will send an invoice for the final installment on June 1, 2023. Payment will be due by July 31, 2023.

¹ The Total Contract Fee is the Sum of the Base Participation Fee (Bullet A) Plus any Additional Opportunities (Bullet B)

AMERICANS FOR THE ARTS' RESPONSIBILITIES AND REQUIREMENTS

Americans for the Arts is committed to your success and the success of the *Arts & Economic Prosperity 6* national study. We have developed a rigorous research methodology to measure the economic impact of the nonprofit arts and cultural industry—one that has repeatedly proven to be credible and valid. To increase the quality of the research and the impact of the findings, we have identified strategic national partners to support the project. For example, the U.S. Conference of Mayors and the National Association of Counties are two important partners that will amplify the research by publishing articles and disseminating reports to our nation's mayors and county commissioners.

Specifically, Americans for the Arts will provide the City of Columbia Office of Cultural Affairs with all of the following products and services:

- 1. Training, Technical Assistance, and Support**

We will provide easy-to-understand methodologies, training, step-by-step instructions, and technical assistance so you can effectively and efficiently complete the data collection requirements. We will provide written protocols on how to conduct the audience-intercept surveys as well as successful survey follow-up strategies for those organizations that decline to participate in the organizational survey.

- 2. Survey Instruments for both Organizations and Audiences**

We will provide a customized and logic-driven web-based survey instrument for eligible nonprofit arts and cultural organizations, and we will provide a proprietary survey instrument for the collection of information from attendees to arts and cultural events. These surveys have been designed in partnership with our project economists and tested in nearly 500 communities around the U.S. In fact, Americans for the Arts has successfully collected more than 400,000 audience-intercept surveys from cultural attendees during the past 20 years.

- 3. Data Entry, Data Cleaning, Authentication, Tabulation, and Analysis**

Upon receipt of the completed surveys from both organizations and audiences we will computerize, clean, authenticate, and tabulate the survey data for analysis in our economic model.

- 4. State-of-the-Art Econometric Analysis**

Input-output analysis will be used to determine the economic impact of the nonprofit arts and cultural industry. An input-output model is a series of mathematical equations that combine economic theory and statistical methods to determine how the spending impacts local jobs, household income, and government revenue. We will customize an input-output model specifically for the City of Columbia.

- 5. Customized Deliverables for the City of Columbia**

In May 2023, Americans for the Arts will deliver the following products to the Office of Cultural Affairs. All products will be delivered electronically using a private and secure web-based download folder.

- A **customized final report** on the economic impact findings for the City of Columbia (approximately 30 pages). This easy-to-use report

will describe the economic impact of the spending by nonprofit arts and cultural organizations and the induced spending by their audiences using both data tables and text. It will also include a description of the project methodology, frequently asked questions, frequently used terms, and quotes from elected officials and national business leaders. Finally, it will include an analysis of the demographic characteristics of the City of Columbia's cultural audiences. This report will be delivered as a Microsoft Word document, providing the opportunity for the Office of Cultural Affairs to customize the report with quotes from its own local and state leaders.

- Both a **two-page summary** and a **one-page flyer** of the customized findings for the City of Columbia.
- The **AEP6 Playbook**, a calendar of prescribed monthly actions for each study partner to undertake throughout the study (and beyond) in order to encourage participation and/or promote the findings.
- An invitation for one staff member to attend and participate in a **complimentary one-day media training session** to take place in June 2022 (as a precursor to the Americans for the Arts' annual convention).
- Our *Arts & Economic Prosperity 6* **national report** including the national findings, a description of the study background and methodology, and approximately 500 pages of detailed data tables listing the itemized findings for all participating cities, counties, multi-county regions, and states.
- Our **summary report** of the national findings with background and methodology (approximately 20 pages).
- Our four-fold **brochure** highlighting the national findings.
- Our customizable **PowerPoint presentation** of the national findings with talking points and quotes from influential public and private sector leaders (just drop in the results for the City of Columbia and you will be ready to meet with your community's leaders!).
- A **sample press release** for use in preparing a customized release for your local and state media outlets.
- The **AEP6 Messaging Toolkit**, a "how-to" guide to the effective use of your economic impact findings that is based on the suggestions, recommendations, and best practices of previous study partners.

IMPORTANT NOTE: All project materials will be delivered digitally. All printing and production requirements are the responsibility of the Office of Cultural Affairs and its local community partners/sponsors, if applicable.

6. Local and National Visibility and Advocacy

Americans for the Arts will publicize the results of the national study and provide national and local visibility for your state and any participating local arts agencies. We will coordinate the release of all local and statewide study partners, providing the Office of Cultural Affairs with the opportunity to capitalize on our national media messages.

CONTRACTUAL CLAUSES

- *Arts & Economic Prosperity*® is a registered trademark of Americans for the Arts.
- The Organizational Survey and Audience-Intercept Survey and economic impact modeling techniques are proprietary and will remain the sole property of Americans for the Arts. The final report and other customized deliverables provided to the City of Columbia Office of Cultural Affairs are based on data or materials owned by Americans for the Arts and will remain the sole property of Americans for the Arts.
- The City of Columbia Office of Cultural Affairs shall be granted a perpetual, royalty-free license to utilize the findings from the study and the customized deliverables provided to the City of Columbia Office of Cultural Affairs for the purposes of evaluating, supporting, and advocating for arts and cultural programming within the City of Columbia.
- The City of Columbia Office of Cultural Affairs shall be granted perpetual, royalty-free license to disseminate the results from this *Arts & Economic Prosperity 6* economic impact study and is required to credit Americans for the Arts as the source of the analysis and findings in each instance.
- Americans for the Arts will retain all copyright to the finished products of *Arts & Economic Prosperity 6* that are delivered to the the City of Columbia Office of Cultural Affairs by Americans for the Arts.
- Americans for the Arts will retain the rights to use all completed Organizational Expenditure Survey raw data, Audience Expenditure Survey raw data, data analysis, and customized findings in connection with the work of Americans for the Arts in furtherance of its nonprofit mission.
- The raw Organizational Survey data collected from eligible nonprofit arts and cultural organizations that are located in the City of Columbia for the purpose of their participation in the *Arts & Economic Prosperity 6* study will be considered sensitive. This data will be collected by and stored on Americans for the Arts' secure survey research database. This data will not be shared with other study partners, the press, or the public without written consent from the City of Columbia Office of Cultural Affairs.
- The City of Columbia Office of Cultural Affairs is prohibited from changing the title of the study to anything other than *Arts & Economic Prosperity 6: The Economic Impact of Nonprofit Arts and Cultural Organizations and Their Audiences in the City of Columbia*. This title must appear in all print and online materials that are generated to promote and market the study including without limitation media releases, brochures, flyers, posters, handbills, web sites, web buttons, widgets, blogs, e-blasts, newsletters, or any other materials distributed to or seen by the public.
- The City of Columbia Office of Cultural Affairs is required to credit Americans for the Arts as the source of the analysis and findings from the *Arts & Economic Prosperity 6* study in all print and online materials that reference the study.
- The City of Columbia Office of Cultural Affairs is required to include the Americans for the Arts logo in all print and online materials that reference the *Arts & Economic Prosperity 6* study. Americans for the Arts will provide logo files appropriate for use online and in print to study partners.

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CONTRACTUAL CLAUSES *(continued)*

- The City of Columbia Office of Cultural Affairs is required to incorporate the approved credit line naming all of *Arts & Economic Prosperity 6*'s national and regional project funders/sponsors on all online and print materials that reference the *Arts & Economic Prosperity 6* study. The logo(s) of the national sponsor(s) of the study will also be required to be featured. Americans for the Arts will supply each study partner with the official credit line language and national/regional funder logo files.
- Americans for the Arts will deliver the final report for the City of Columbia in an editable Microsoft Word format. The City of Columbia Office of Cultural Affairs is prohibited from modifying the data findings in any way. The City of Columbia Office of Cultural Affairs may, however, make edits and additions to the Acknowledgments section of the report, add an introduction page written by a representative of the City of Columbia Office of Cultural Affairs, and add additional pull-quotes (or replace national pull-quotes with pull-quotes from local or statewide leaders).
- The City of Columbia Office of Cultural Affairs is prohibited from modifying the existing design of the final report that is delivered by Americans for the Arts. The City of Columbia Office of Cultural Affairs may, however, create an entirely new report design that incorporates different covers and different imagery. If a new design is created, the title must not be changed, and the Americans for the Arts logo must be displayed.
- Americans for the Arts may terminate this arrangement, including the City of Columbia Office of Cultural Affairs's status as a Study Partner, for good reason as determined by Americans for the Arts in its reasonable judgment.
- Americans for the Arts and the City of Columbia Office of Cultural Affairs do not intend to establish, and in fact do not hereby establish a partnership, joint venture, or agency relationship. Each party is responsible for the consequences of its own actions.
- To the extent not prohibited by law and without waiving sovereign immunity, to the extent that one party (the Indemnified Party) suffers or incurs liability, damages, or expense (including reasonable attorney fees) in defense of a third-party legal proceeding arising out of the negligence or other wrongful conduct of the other party (the Indemnifying Party), the Indemnifying Party shall indemnify and hold harmless the Indemnified Party for the same.
- Notwithstanding the foregoing, either party may seek injunctive or similar relief in a court of law.
- This agreement also includes the addendum to the standard Americans for Arts agreement (on the following two pages)

Initial above

Addendum to the American for the Arts Agreement

Termination

With thirty days written notice, either Party may terminate this Agreement for convenience. Americans for the Arts may retain prorated payment for work that has already been completed.

Notices

Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:

City of Columbia
Office of Cultural Affairs
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Manager

If to Americans for the Arts:

Americans for the Arts
1000 Vermont Avenue, NW 6th Floor
Washington, DC 20005

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

Amendment

No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification, or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

Governing Law and Venue

This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

General Laws

The Parties shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

Nature of City's Obligation

All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

Missouri Sunshine Law

City is subject to the Missouri Sunshine Law. The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. Americans for the Arts shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law. Americans for the Arts shall not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential information it receives in connection with its performance of the services. Americans for the Arts shall not give any confidential or proprietary information to the City to maintain. If it is required under this Agreement or by law that the City maintain any confidential or proprietary information or documents about Americans for the Arts' business, operations, financial condition, technology, systems, no-how, products, services, suppliers, clients, marketing data, plans, and models, and personnel, the documents and information shall be clearly marked as such.

No Waiver of Immunities

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

Electronic Signature; Counterparts

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

STATEMENT OF AGREEMENT

For Americans for the Arts

On behalf of Americans for the Arts, I look forward to our partnership on *Arts and Economic Prosperity 6: The Economic Impact of Nonprofit Arts and Cultural Organizations and Their Audiences in the City of Columbia*. We agree to comply with all of our requirements set forth herein.

Name: Mara Walker

Title: Chief Operating Officer

Signature: Mara Walker

Date: 5/12/2021

For the Office of Cultural Affairs

The City of Columbia Office of Cultural Affairs acknowledges that we have retained a copy of this Letter of Agreement. We agree to comply with all of our requirements set forth herein. I acknowledge that this contract is the sole governing agreement for these services. I confirm that I am authorized to execute and am executing this document on behalf of the City of Columbia and in so doing legally bind the City of Columbia.

Name: John Glascock

Title: City Manager /JD

Signature: _____

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 11004610-504990, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Matthew Lue, Director of Finance

**APPENDIX A:
THE EXPECTED ARTS & ECONOMIC PROSPERITY 6 PROJECT TIMELINE**

DUE DATE	RESPONSIBLE PARTY	TASK REQUIRED
Spring/Summer 2021	Study Partners	Your signed project contract is due to Americans for the Arts (via DocuSign). The initial payment of one third of the cost-sharing participation fee is due to Americans for the Arts upon approval of the signed contract.
December 2021	Americans for the Arts	The Study Welcome Packet is mailed to you. It will include the survey instruments, the detailed instructions for the data collection effort, and methodology/background.
01-01-2022	Study Partners	The audience-intercept surveying commences at arts and cultural events taking place in your study region using the Audience Expenditure Survey.
04-15-2022	Study Partners	The first quarterly batch of Audience Expenditure Surveys is due to Americans for the Arts.
07-15-2022	Study Partners	The second quarterly batch of Audience Intercept Surveys is due to Americans for the Arts.
07-31-2022	Study Partners	Second payment of one third of the cost-sharing participation fee is due to Americans for the Arts.
07-31-2022	Study Partners	The comprehensive list of all eligible nonprofit arts and cultural organizations located in your study region is due to Americans for the Arts.
09-15-2022	Americans for the Arts	The comprehensive Organizational Expenditure Survey is disseminated to all eligible nonprofit arts and cultural organizations in your study region via Americans for the Arts' secure web-based survey platform.
10-15-2022	Study Partners	The third quarterly batch of Audience Expenditure Surveys is due to Americans for the Arts.
10-31-2022	Americans for the Arts	The deadline for the comprehensive Organizational Expenditure Survey to be submitted to Americans for the Art. The abbreviated version of the Organizational Expenditure Survey is distributed to organizations that did not respond.
12-01-2022	Study Partners	The deadline for the abbreviated version of the Organizational Expenditure Survey to be submitted by eligible nonprofit arts and cultural organizations. Initiation of the targeted follow-up efforts with non-responders.
01-15-2023	Study Partners	The fourth and final quarterly batch of Audience Expenditure Surveys is due to Americans for the Arts.
02-15-2023	Study Partners	The final deadline for completion of the data collection effort from the eligible nonprofit arts and cultural organizations located in your study region.
02-15-2023	Americans for the Arts	Data entry of all audience survey data is completed.
03-31-2023	Americans for the Arts	Data analysis and input-output modeling is completed.
05-31-2023	Americans for the Arts	Americans for the Arts sends a private URL to download your customized final report and other project materials.