

CONVENTION AND VISITOR'S BUREAU TOURISM
DEVELOPMENT SPONSORSHIP AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Columbia Swim Club, a nonprofit corporation organized in the State of Missouri (hereinafter "Grant Recipient") is entered into on the date of the last signatory noted below (the "Effective Date"). City and Grant Recipient are each individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Grant Recipient has submitted its application for event funding to the Columbia Convention and Visitors Bureau ("CVB"); and

WHEREAS, the event proposed by Grant Recipient (the "Event") together with the Tourism Fund funding request is more fully set forth in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the use of tourism funds proposed by Grant Recipient will further the planning and promotion of a tourist event which will have a substantial potential to generate overnight visitations.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

1. City agrees to provide tourism funding to Grant Recipient in the amount of ten thousand dollars (\$10,000.00) in exchange for Grant Recipient conducting the Event and providing the services set forth in Exhibit A. Grant Recipient agrees that it is responsible for all funds made available to Grant Recipient by this Agreement and further agrees that it will reimburse to City any funds expended in violation of city, state, or federal law or in violation of this Agreement. Should the Event be cancelled, Grant Recipient shall, within thirty (30) days, refund to the City all money paid by the City.
2. Term. The "Term" of this Agreement shall commence on the Effective Date and shall continue until the date that is one hundred twenty (120) days after the Event.
3. Grant Recipient agrees that it will make no material changes in the approved Event unless such changes are approved in writing by City prior to the Event.
4. Grant Recipient agrees that it is subject to audit and review on request by City. If Grant Recipient has a financial audit prepared, that report shall be furnished to the CVB.
5. Grant Recipient agrees that all funds received from City will be expended as approved by City Council and none of the funds shall be diverted to any other use or

purpose, except as recommended by the CVB's Advisory Board and as approved by the City Council. Full records of all expenditures and disbursements and any income from the provision of the Event described in Grant Recipient's proposal shall be kept and open to City inspection during regular business hours.

6. Grant Recipient agrees to provide the Convention and Visitors Bureau with copies of all financial documentation no later than ninety (90) days following the last day of the funded event, as outlined in the Post-Event Documentation Procedures established by the CVB. Documentation must include copies of checks issued for payment of services or items, copies of corresponding invoices and copies of any required contracts. If Grant Recipient does not provide financial documentation, Grant Recipient may not be eligible for future funding.

7. Grant Recipient agrees that the CVB and City will be recognized as outlined in Grant Recipient's proposal.

8. Termination Provisions.

- a. By Mutual Agreement. This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.
- b. By Convenience. With ten (10) days written notice, either Party may terminate this Agreement for convenience.
- c. By Default. Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement.

9. **HOLD HARMLESS AGREEMENT.** To the fullest extent not prohibited by law, Grant Recipient shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Grant Recipient, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Grant Recipient or a subcontractor for part of the services), of anyone directly or indirectly employed by Grant Recipient or by any subcontractor, or of anyone for whose acts the Grant Recipient or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Grant Recipient to indemnify, hold harmless, or defend the City of Columbia from its own negligence. This clause shall survive termination of this Agreement.

10. Miscellaneous Clauses

- a. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
- b. 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.

- c. **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.
- d. **General Laws.** Grant Recipient shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
- e. **Employment of Unauthorized Aliens Prohibited.** If this Agreement is an award of a contract or grant in excess of five thousand dollars, Grant Recipient agrees to comply with Missouri State Statute Section 285.530 in that Grant Recipient shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract or grant, Grant Recipient shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Grant Recipient shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Grant Recipient shall require each subcontractor to affirmatively state in its contract with Grant Recipient that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. Grant Recipient shall also require each subcontractor to provide Grant Recipient with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- f. **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.
- g. **Nondiscrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin, or any other protected category. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964 and Chapter 12 of the City of Columbia's Code of Ordinances.
- h. **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
Convention and Visitors Bureau
P.O. Box 6015
Columbia, MO 65205-6015
Attn: Director

If to Grant Recipient:

Columbia Swim Club
P.O. Box 269
Columbia, Missouri 65205

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.

11. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit	Description
A	Grant Recipient's Event Proposal

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

12. Entire Agreement. This Agreement represents the entire and integrated Agreement between Grant Recipient and City. All previous or contemporaneous agreements, representations, promises and conditions relating to Grant Recipient's Event and services described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement in triplicate the day and the year of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock, Interim City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor *NW*

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, account number 22904820-504990, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Director of Finance

GRANT RECIPIENT

By: _____

IRS-EIN: _____

Date: _____

ATTEST:

FY2018 TOURISM DEVELOPMENT FUNDING APPLICATION
City of Columbia – Convention & Visitors Bureau Tourism Development Fund
Festivals & Events (TDFE) and Sports Development (SDF)

Applications must be typed.

Event Name: SPEEDO SECTIONALS CENTRAL SECTION REGION VIII

Event Organizer: Columbia Swim Club (CSC)

Event Dates: March 7-10, 2019

Event Location: University of Missouri; Mizzou Aquatic Center

Total Event Cost \$83,932

Amount Requesting \$10,000

Describe how the funds will be used: Officials' hotel rooms and coaches/officials' hospitality

	<u>Last Fiscal Year</u>	<u>Current Fiscal Year</u>	<u>Next Fiscal Year</u>
Organization's Operating Income	\$589,492.84	\$528,780.38	\$627,253.57
Organization's Operating Expenses	\$572,790.77	\$513,896.52	\$579,572.76
Budgeted Income 2017-2018:	\$570,999.50		
Budgeted Expenses 2017-2018:	\$567,164.31		

- Did you submit a draft application for early review by CVB staff? Yes No
- Did you meet or correspond individually with CVB staff about your application? Yes No
- Will this event be held without tourism development funding? Yes No
- Is this a new event? Yes No
- Have all required permits, licenses, etc. been secured? Yes No
- Have you received tourism development funds before? Yes No
- If Yes, how much and when? January, 2019

Narrative:

1.	<p>Briefly Describe the Event: This is a multi-state (NE, AR, MO, IL, KS, OK) championship-style swim meet that features four days of swimming competition (prelims, finals and time trials each day). This is a prestigious swim meet for swimmers (male and female) who have qualified based upon entry times. For perspective, each qualifying time for this meet is significantly faster than the MO state qualifying time in each event. Last year, swimmers in every event qualified for Olympic Trials. This is a truly outstanding competition that is an honor to host. March 2017 was the first time CSC has hosted this meet and it was universally praised by swimmers, coaches, and officials. Post-meet comments collected via our meet survey forms included: "You (CSC) run the best meets our club goes to all year." Your club has created the best culture for swimming that we see in Missouri Valley." Wow – hospitality is amazing." Last year was the largest Sectional meet ever hosted in this Region, and while it was crowded and the sessions were long, coaches universally praised the meet and the organizers saying that "CSC was the only club that could run this kind of meet in the Midwest."</p>
2.	<p>How do you plan to market and promote the event to attract visitors from outside Boone County and increase attendance? Posting on USA Swimming (national site); email to all head coaches within the region; promotion on Missouri</p>

	<p>Valley Swimming homepage. This is an annual event that had been held in Jenks, OK prior to Spring 2017. The event is extremely popular and is essentially filled to capacity every year. Technically, we cannot restrict swimmers from attending even if the meet is full, and we are running at essentially 100% capacity.</p>
3	<p>How will your event increase overnight stays? Approximately 750 swimmers will attend the 4 day meet, as well as coaches from ~70 clubs. Nearly all swimmers and coaches stay the entire length of the meet. Additionally, 1000-1200 spectators (mostly family members) attend as spectators. CSC (the only club in Columbia with swimmers eligible based upon recorded times for this meet) will comprise ~5-7% of the swimmers in attendance. CSC families comprise a small percentage of the spectator population because most family members will be volunteering during the competition (~580 volunteer 5-6 hr "slots" are required between: timers; officials; hospitality; admissions; safety marshals; computer operators; etc).</p> <p>From the most recent Central Zone Region VIII meet (2018), we calculated that 2492 hotel nights were generated specifically from the swim meet. Many hotels are already sold out for 2019 and last year, several families could not find hotel rooms in Columbia and had to book rooms outside of Columbia (Jefferson City and Booneville).</p>
4.	<p>How many overnight stays do you estimate the event will generate? (# of rooms x # of nights):</p> <p>SDF Only: # of estimated local participants: 45 # of estimated out-of-town participants: 700 # of local friends/family/fans: 300 (however, most of these will be working on deck and not in the stands) # of out of town friends/family/fans: 1200-1500</p>
5.	<p>Have you contacted local hotels? Yes</p> <p>If yes, which ones? I have been working with Zach Franklin (CVB) to contact a number of clubs. USA Swimming strongly encourages working with their premier sponsor, Marriott International. Therefore, we have focused primarily upon Marriott properties.</p> <p>I have a block of 15 rooms at the Courtyard Marriott. As the host club, CSC supports the out-of-town officials who participate (provided they work every session and share a room) as well as the Meet Referee (Amy Hoppenrath, Kansas City, MO), the Region VII Chairman (Paul Thompson, Oklahoma City, OK), and 2 USA Swimming evaluators from IN and MI (they monitor the swimming officials). This translates to ~15 rooms and ~60 nights (total). All of the officials will stay at the Courtyard Marriott hotel at a rate of \$99/night for a 2 Queen suite.</p>
6.	<p>What method will you use to track overnight stays? In addition to the room blocks ("officials" and "family" rooms), we have a post-meet survey form that captures this information. However, one of the most effective means to capture the larger blocks is through the coaches for each team. Each team is required to check-in on deck and state how many swimmers are attending (they then receive "bag tags" which serves as an ID for the entire meet). The coaches then provide the hotel, the number of rooms and the number of nights for each club. For officials who are not part of the "officials' block", each day during the Officials' Briefing, we survey everyone to determine hotel nights. Finally, we also ask at the admissions table for the spectators who would not be part of the coach/swimmer hotel blocks. We also ask if they are part of a larger block or on their own so we do not "double dip" on the room total.</p>

7.	<p>Will your event increase retail, food & beverage expenditures by out of market visitors and increase tourism overall? For food expenses we calculate: (# of swimmers + # of coaches + # of officials + # of spectators) x (# of days) x (cost per day of food)</p> <ul style="list-style-type: none"> - $(735 + 110 + 53 + 839) \times (4) \times (\\$45) = \\$312,660$ - Calculated based upon all-sessions passes and daily passes sold
8.	<p>Have you secured event sponsorships? (attach any sponsorship materials) This meet is sanctioned by USA Swimming and through a partnership with Speedo it will contribute \$10,000 to this event.</p>
9.	<p>List any other important factors or issues about this event that you feel we should know about: Columbia Swim Club has a long history of hosting outstanding events. This type of meet is very prestigious and was only awarded to CSC based upon our long-standing history with USA Swimming and the Region VIII Chairman. This is a bi-annual event (Spring and Summer) and CSC has been fortunate to host the Summer meet for nearly 10 years. This is only the third time CSC has hosted the Spring meet and it is an opportunity to showcase the Mizzou Aquatic Center and Columbia at large. Swimmers, coaches, and families love coming to Columbia because of this meet and the excellent choices of restaurants, easy transportation to/from the pool, and the relative proximity to most of the hotel choices.</p> <p>This meet is award to CSC based upon a competitive bidding process between the member states. The club in Jenks, OK is bidding aggressively to take this meet back to OK now that the management is in place for the host club. Additionally, the Kansas City area (Shawnee Mission) is in the process of building an aquatic facility on par with the Mizzou Aquatic Center and they are planning on bidding for any/all regional events in the coming seasons. CSC will continue to bid for this event but it is clear that it is becoming increasingly competitive and we greatly appreciate the assistance from the CVB to make this event possible.</p> <p>This grant would support the officials' hotel rooms and the catering service for the coaches and officials. A block of rooms has been reserved at the Courtyard Marriott. It is rare for this type of meet to support the officials hotel rooms but CSC and Region VIII have become known as an outstanding host for other meets and we attract outstanding officials, coaches, and teams. Officials must work all sessions to qualify for a hotel room as well as share a room with another official (or if they require a single room, they pay for the other half). This is not a trivial commitment as each day will minimally require ~14+ hours of work, typically starting at 6:30-7:00am and running until 9:45pm. Officials from throughout Region VII attend the meet as well as officials from IN, MI, IA, OH, GA and MA. Typically 50-60 officials participate during the 4 day event (not all qualify for hotel rooms). Overall, this is an outstanding opportunity to showcase Columbia and the outstanding growth that the Columbia swimming community has seen at the club and high school levels in recent years.</p> <p>As a further demonstration of CSC's commitment to working with the City of Columbia, CSC was fortunate to host a new meet in July at the Mizzou Aquatic Center. The Missouri Valley Long Course Championships was scheduled to be held in Topeka, KS, however due to facility issues and air quality, it was determined that Topeka could not host the meet. With a little over 1 month to plan, CSC was able to host a meet with nearly 800 swimmers, filling the stands for 3.5 days, and generating ~1400 hotel nights. These types of events are rare win-win opportunities for CSC and the City of Columbia. We take great pride in representing Columbia and having the opportunity to highlight some of the many talented kids who make up Columbia Swim Club.</p>

At the recent Jim Devine meet, Zach Franklin from the CVB, provided a collection of snacks for the meet. CSC was able to offer these free snacks to swimmers and families purchasing admission tickets and the response was extremely positive. While the MU pool is easily the best competition pool in Missouri Valley, it is also the most expensive. Therefore, CSC must charge admissions which is unusual in Missouri Valley. Therefore, there is always a certain level of friction with a small fraction of families who are new or not accustomed to this distinction. However, it is remarkable what a free snack can do to somebody's poor attitude and the generosity of the CVB made the admissions table a much more palatable job this year. At this meet, 1352 swimmers attended the 3 day meet, resulting in 9,850 swims. The stands at the MU aquatic facility were packed from 7am – 10pm each day, most of them with out of town clubs and families.

CSC looks forward to continuing to host great meets in Columbia and the partnership with the CVB has been an amazing development for the swimmers and the families that make up Columbia Swim Club.

TOTAL BUDGET FY 2018
City of Columbia – Convention & Visitors Bureau Tourism Development Fund
Festivals & Events (TDFE) and Sports Development (SDF)

EVENT BUDGET - R E V E N U E S

Round to the nearest dollar

ORGANIZATION NAME: _____ **Columbia Swim Club** _____

EVENT NAME: _____ **2018 SPEEDO SECTIONALS CENTRAL SECTION REGION VIII** _____

	1	2	3
REVENUES	CASH	*IN-KIND should net to zero	TOTAL BUDGET (COLUMN 1+2)
1. Direct Support – Sponsorships, Fundraising/Donations (document in-kind*) (USA Swimming)	\$10,000	\$	\$10,000
2. Government Support** (city, county, schools, etc.)	\$10,000		\$10,000
A. CVB			
B.			
C.			
3. Program Fees:	\$48,600		\$48,600
Admissions/Tickets			
Sales of items/Concessions	\$1,714		\$1,714
Other/Apparel (Elsmore)	\$1,086		\$1,086
4. "Splash" fees (fee per swimming event)	\$76,499		\$76,499
5.			
6.			
TOTAL REVENUE	\$147,899	\$	\$147,899

*In-kind good or service anticipated	Source of donation	Estimated value
		\$
		\$
		\$
		\$
		\$

**Name of program	Source of donation	Estimated value
		\$
		\$
		\$

SIGNATURE/DISCLAIMER

We, the undersigned, hereby certify that we have read and understand the Tourism Development Program Policies and Procedures and that all information included with our application is true and correct. We do hereby agree to submit all financial documentation regarding TDFE expenditures as required.



Applicant Authorized Signature

____1-23-2019_____
Date

Print Name: Christian Lorson

Title: President, Columbia Swim Club

Email: lorsonc@missouri.edu

Name of Primary Contact & Email: (if different than above):

Legal name of Organization: Columbia Swim Club

Name of Organization President/or Chair of Board: Christian Lorson

Address: PO Box 269 Columbia, MO 65205

Phone: 573-424-0825

Email: info@csctigersharks.org

Web Site: <http://www.csctigersharks.org/>

Federal ID Number (required): 43-0829313

This organization is: Independently chartered **Private** **Non-Profit X**
Other (please describe) :

**USA SWIMMING
EVENT FINANCIAL REPORT**

ECONOMIC IMPACT

Hotel Revenues

To determine the average amount spent at the event for accommodations, use the following formula:

Total Hotel Income = # Swimmers + # Coaches + # Officials + average # of people per room (2.5) x length of event in days (including warm-ups) x average cost per room

Rental Car Revenue

The average daily rate for a rental car/van is \$60. Most clubs rent one van or two cars. Based on these assumptions this is the formula for car rental income:

Total Rental Car Income = # clubs x # cars(1.5) x daily rate(\$60) x length of event in days (including warm-ups)

Food/Miscellaneous Revenue

Typical costs for food average \$45 per day:

Total Restaurant/Misc. Income = #Swimmers + #Coaches + #Officials x \$45/day x length of event in days (including warm-ups)

Summary:

Economic Impact = total hotel income + total rental car income + total restaurant/misc. income

These figures exclude the impact of spectators coming to the event. The figures also exclude any airport tax or landing fees paid to the city, or special events coordinated, or held in conjunction, with the meet.

Total Hotel Income	<u>\$198,720.00</u>
Total Rental Car Income	<u>\$26,280.00</u>
Total Restaurant/Misc. Income	<u>\$186,840.00</u>
Total Economic Impact	<u>\$411,840.00</u>

Please return all three pages of this completed financial report along with any supporting documentation to:

USA Swimming
National Events Department
1 Olympic Plaza
Colorado Springs, CO 80909