

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 not-for-profit 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, MO 65205
Attn: Christian Lorson

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 *NT*

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:

FY2019 TOURISM DEVELOPMENT FUNDING APPLICATION
City of Columbia – Convention & Visitors Bureau Tourism Development Fund
SPORTS DEVELOPMENT (SDF)

Applications must be typed.

Exhibit A

Event Name: Tiger Invite

Event Organizer: Columbia Swim Club (CSC)

Event Dates: 1/25/2019 – 1/27/2019 **Event Location:** Mizzou Aquatic Center, MU campus

Total Event Cost: \$22,500 (estimated) **Amount Requesting:** \$10,000

Describe how the funds will be used: The CVB funding will be used to support the increased demands for coaches and officials in hospitality, Missouri Valley and Region VIII fees, and in increase in facility rental costs for the Mizzou Aquatic Center.

	<u>Last Fiscal Year</u>	<u>Current Fiscal Year</u>	<u>Next Fiscal Year</u>
Organization's Operating Income	\$528,780	\$627,253	\$628,460
Organization's Operating Expenses	\$513,896	\$579,572	\$624,213

- Will this event be held without tourism development funding? X Yes No
- Is this a new event? X Yes No
- Have all required permits, licenses, etc. been secured? X Yes No
- Have you received tourism development funds before? X Yes No
- If Yes, how much and when? ___\$10,000 March 8-11, 2018 (Speedo Sectionals Central Section Region VIII meet)

Narrative:

1.	<p>Briefly Describe the Event:</p> <p>The Tiger Invite is a competitive swim meet that is open to USA Swimming registered teams, as well as NCAA teams. In prior years, CSC has held a Tiger Invite, but it has been held over Friday evening and Saturday morning (and sometimes into Saturday afternoon). However, CSC has had many requests to hold additional meets, in particular those that incorporate the Prelims/Finals style of competition. This type of meet requires highly trained personnel to run from a "dry-side" perspective as well as a significant increase in volunteer hours from CSC families.</p> <p>In the 2019 Tiger Invite, Friday will be "timed Finals"; Saturday will be a "Prelims/Finals" championship-style meet; and a third day will be added that is "timed Finals." This is the first time CSC has run a meet like this, but it is something that coaches and athletes in the Midwest have been asking for, especially one that is held at MU, arguably one of the nicest and fastest pools 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?</p> <p>CSC has been promoting this meet for nearly 1 year through email distributions to USA Swimming coaches, coaches and teams that have participated in other CSC meets, as well as high profile clubs in USA Swimming that CSC swims against at National meets. For example, CSC has extended invitations to clubs in Boston, Florida, and Michigan as a means to increase participation and competition from outside of the typical Missouri Valley area.</p>

3	<p>How will your event increase overnight stays? This is a relatively new event for CSC (~6 years old), however, it has grown every year. For 2019, we are changing the competition format from an exclusively "timed finals" style meet, to a combination style that includes prelims and finals on Saturday. As well, Sunday is being added to the competition, thereby significantly increasing the number of hotel nights for families, coaches, and athletes.</p>
4.	<p>How many overnight stays do you estimate the event will generate?: <u> 1500 </u> (# of rooms x # of nights)</p> <p># of estimated local participants: 125-150 # of estimated out-of-town participants: 800 # of local friends/family/fans: 200 # of out of town friends/family/fans: 1200</p>
5.	<p>Have you contacted local hotels? No If yes, which ones?</p>
6.	<p>What method will you use to track overnight stays? CSC has developed a protocol to capture hotel data. One of the most effective ways is to have an extra person positioned at the ticket purchasing station to capture hotel data. Additionally, since teams that are traveling without parents do not need to stop and check-in at the ticket stand, all teams must check-in at the "Clerk of Course", which is the area where athletes are confirmed as "attending." This two-pronged approach provides a comprehensive approach to identify the vast majority of overnight stays.</p>
7.	<p>Will your event increase retail, food & beverage expenditures by out of market visitors and in increase tourism overall? Yes. Food and beverage expenditures are significant as teams and families eat out every lunch and dinner. Additionally, CSC caters the hospitality room because officials and coaches often do not have time to leave during the day and the meet runs from ~6:30am – 8:30pm each day. Catering as calculated at ~100 people per day for breakfast, lunch and dinner. Many coaches, even though they enjoy the hospitality room, also go out for a late night meal to socialize with their teams and/or other coaches.</p>
8.	<p>Have you secured event sponsorships? (attach any sponsorship materials) As part of CSC's apparel agreement with TYR, they provide a contribution to all CSC meets. For the Tiger Invite, TYR contributes \$700. CSC also works with local businesses, such as HyVee and Shakespeare's Pizza for the hospitality room. Over a 12 month period, CSC works with HyVee catering and spends ~\$25,000 between all of the CSC-hosted meets. CSC also spends ~\$2,500 with Shakespeare's Pizza between meets and banquets annually. Each of these businesses provide a significant cost savings as well as allowing the use of "SCRIP" cards which return 2 (HyVee) or 10% (Shakespeare's) to the club.</p>
9.	<p>List any other important factors or issues about this event that you feel we should know about: CSC is a 501c and none of the Board receives any financial compensation. This is also true for all of the families that contribute the 1000s of hours required to run big swim meets. CSC is the oldest swim team in Columbia and it has been acknowledged throughout USA Swimming that CSC-run meets are on par with the best meets in the country.</p> <p>An important component of running large meets is having appropriately experienced officials. CSC has the largest cohort of USAS trained officials in Missouri Valley and has the highest number of Nationally certified</p>

officials in the Conference (Missouri Valley consists of ~95 clubs). CSC takes pride in providing financial support to CSC officials that seek national training. This can only occur at a handful of meets across the US, therefore, travel and an enormous time commitment is required. Since significantly more officials submit an application to work these "national" meets, it is highly competitive to even be accepted, and then each official must commit to work all of the sessions during the 4 or 5 day meet (7am – 9pm). Essentially, this means a 5-6 day commitment, travel to some place like Indianapolis (one of the closest options), hotel stays, food, and transportation. CSC is the only club in MO Valley that supports this development opportunity for its officials. At the end of the day, this type of training is essential to run big meets. For example, at the recent 2018 Jim Devine Invitation (Nov 2-4), CSC hosted 1,386 swimmers (182 were local) and there were 9,982 swims during the 2.5 day meet and the competition ran from 8:10am – 9 or 10pm each evening (6:00am warm-ups). This meet is in the Top 10 largest meets hosted in the US (data obtained from USA Swimming), but it is only possible with highly trained officials. Additionally, CSC has one of the premiere Administrative Officials in the country (Greg Huskey). Greg has been invited to run Championship meets in Texas, Oklahoma, Iowa, Kansas, and Minnesota. The combination of "dry side" and "wet side" officials makes CSC a uniquely strong club in the Midwest as well as the country.

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.

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 2019
City of Columbia – Convention & Visitors Bureau Tourism Development Fund
SPORTS DEVELOPMENT (SDF)

EVENT BUDGET - R E V E N U E S

ORGANIZATION NAME: **Columbia Swim Club**

EVENT NAME: **Tiger Invite**

	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*)	\$400	\$	\$
2. Government Support** (city, county, schools, etc.) A. CVB Tourism Development	\$10,000		
B.			
C.			
3. Program Fees: Admissions/Tickets	\$13,000		
Sales of items: Concessions	\$3,000		
Other – MO Valley Splash Fees (\$4.50/swimmer)	\$23,000		
4. Other Misc.: Facility Surcharge	\$4,000		
5.			
6.			
TOTAL REVENUE	\$53,400	\$	\$53,400

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

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

EVENT BUDGET continued, - EXPENDITURES

SPORTS DEVELOPMENT (SDF)

ORGANIZATION NAME: **Columbia Swim Club**

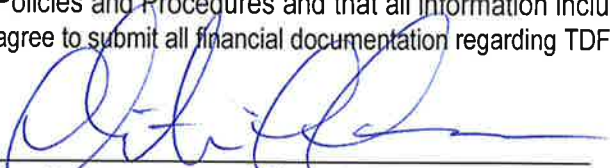
EVENT NAME: **Tiger Invite**

EXPENDITURES (itemize items in excess of \$100.00)	CASH Tourism Development Funds	CASH Other	*IN-KIND should net to zero	TOTAL
1. Personnel				
Artistic				
Technical				
Administrative				
Other				
2. Equipment Rental				
MU Aquatic Center Rental	\$12,000			
(pool, crash area, tables, chairs, Aquatic staff & guards)				
3. Supplies & Materials				
Awards	\$100			
Printing (heat sheets, officials)	\$750			
4. Travel				
5. Promotion and Publicity				
Advertising/Marketing				
Local (in Boone County)				
Outside Boone County				
6. Other (be specific)				
Officials & Coaches Hospitality	42,000			
Volunteer Hospitality	\$1,000			
MO Valley/Region VIII fees	\$3,500			
TOTAL EXPENDITURES	\$19,350			\$19,350
TOTAL REVENUES	\$53,400			\$53,400

SIGNATURE/DISCLAIMER

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

11-14-2018
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: 573 777-0112

Email: info@csctigersharks.org

Web Site: <https://www.teamunify.com/Home.jsp?team=mvsc>

Federal ID Number (required): 43-0829313

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