

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.

Event Name: Missouri Valley Long Course Championships

Event Organizer: Columbia Swim Club (CSC)

Event Dates: July 25-28, 2019

Event Location: University of Missouri; Mizzou Aquatic Center

Total Event Cost: ~\$29,000

Amount Requesting: \$10,000

Describe how the funds will be used:

Hotel rooms for MV administrators, and hospitality for officials, coaches, and MV administrators

	<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		

- 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? March, 2019

Narrative:

1.	<p>Briefly Describe the Event:</p> <p>This is a multi-state meet that is the championship event for the "summer" or long course meter season in Missouri Valley (MV). MV includes MO, KS, and AR. 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. While the majority of athletes are under the age of 18, the "Open" category includes 15-18 yr olds, as well as a number of college teams that chose to attend because of the location (MU, KU, MSU, etc). Last year, the event was held in Wichita, KS, however, this meet was held at MU for the first time ever in 2017. The 2017 meet was the largest MV Champs meet ever held. The 2018 meet was nearly 60% smaller. We are anticipating a return to form for the 2019 competition due to the MU aquatic center, the central location, and the quality of the meet that CSC hosts. This is the beginning of the Olympics qualifying period and we anticipate some very fast swims. 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 from 2017 included: "Please hold this meet every year." "My son swims so well at MU, it is such as great meet." "Please tell your club that they made my swimmers feel very special with all of the pomp and circumstance that you put on for the Finals."</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>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 alternates between sites, such as Wichita and Topeka, KS. With the impending completion of the new aquatic center in Olathe, it is very likely that we will face additional competition for this bid in the future. 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 750-800 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 4-5 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. Based upon our recent meets/competitions, we anticipate ~1800-2200 hotel nights.</p>
4.	<p>How many overnight stays do you estimate the event will generate?: <u>1800-2200</u> (# of rooms x # of nights)</p> <p># of estimated local participants: 100 # 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: 1400-1700</p>
5.	<p>Have you contacted local hotels? No. A large fraction of the swimmers qualify late in the season and make plans at the last minute. It is very difficult to hold a hotel room up to the last minute and for this type of meet, we prefer to let the parents and clubs make their own reservations.</p> <p>If yes, which ones?</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 in increase tourism overall?</p> <p>This is an estimate based upon a recent meet we held (see below). In general, our calculation have shown that a CSC impact the tourism market by ~\$200,000 - \$400,000.</p>

	<p>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 Missouri Valley. A portion of the “splash fees” to MV come back to CSC, although there is no specific sponsorship payment such as at our Sectional meet.</p>
9.	<p>List any other important factors or issues about this event that you feel we should know about:</p> <p>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 Missouri Valley. This is only the second time CSC has hosted the Summer Long Course Championship 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 awarded to CSC based upon a competitive bidding process between the member states. The clubs in KS aggressively bid for this meet and we anticipate an similar push from Johnson County next year. 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>When we held this meet in 2017, it was the first time we brought this meet to Columbia. Initially, this meet 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> <p>During 2019, CSC is on pace to bring in nearly 9,000-10,000 hotel nights between the various meets we host (Tiger Invite, Sectionals, Summer Invite, MV Long Course Champs, and the Jim Devine Invitational). 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.</p>

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

Round to the nearest dollar

ORGANIZATION NAME: Columbia Swim Club

EVENT NAME: Missouri Valley Long Course Championships

	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*)	\$	\$	\$
2. Government Support** (city, county, schools, etc.)	\$10,000		\$10,000
A. CVB			
B.			
C.			
3. Program Fees:	\$18,000		\$18,000
Admissions/Tickets			
Sales of items (Concessions)	\$3,000		\$3,000
Other – Vendor revenues	\$1,000		\$1,000
4. Other Misc. – Entry fees	\$22,000		\$22,000
5.			
6.			
TOTAL REVENUE	\$54,000	\$	\$54,000

*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)

Round to the nearest dollar

ORGANIZATION NAME: Columbia Swim Club

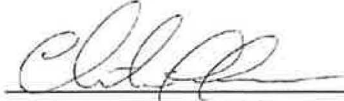
EVENT NAME: Missouri Valley Long Course Championships

EXPENDITURES (itemize items in excess of \$100.00)	CASH Tourism Development Funds	CASH Other	*IN-KIND should net to zero	TOTAL
1. Personnel				
Artistic (announcer)	\$1,000			
Technical				
Administrative				
Other				
2. Equipment Rental	\$19,000			
3. Supplies & Materials				
Awards	\$2,100			
Paper, office materials	\$1,000			
Golf cart rental (shuttle from distant parking since Virginia Ave Garage is now off limits)	\$2,000			
4. Travel				
5. Promotion and Publicity				
Advertising/Marketing				
Local (in Boone County)				
Outside Boone County				
Printing				
Postage				
6. Other (be specific)				
Hospitality	\$3,000			
Splash fees	\$2,500			
Hotel for admin/officials	\$2,000			
TOTAL EXPENDITURES	\$32,600			
TOTAL REVENUES (from page ____)	\$54,000			

*In-kind should net to zero

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

6-13-2019

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) :