

Council Bill: B 320-23

MOTION TO AMEND: _____

MADE BY: _____

SECONDED BY: _____

MOTION: I move that Council Bill B 320-23 be amended as set forth on this amendment sheet.

=====

The Exhibit A attached to this amendment sheet is substituted for the Exhibit A attached to the original ordinance.

Sponsorship Agreement
Between
The Missouri Department of Economic Development,
Division of Tourism
and
The City of Columbia, Missouri

This Sponsorship Agreement ("Agreement") is entered into by and between the Missouri Department of Economic Development, Division of Tourism ("Tourism"), an executive agency of the State of Missouri, and **City of Columbia, Missouri, on behalf of its Convention and Visitor's Bureau** ("Recipient," and together with Tourism each a "Party" and collectively the "Parties"), a Missouri municipality, in order to transfer to Recipient a portion of the \$1,000,000 appropriated to Tourism by the Missouri General Assembly for Juneteenth celebrations (the "Appropriation"). This Agreement shall be effective as of the date of the last signatory to this Agreement, and shall continue in force through June 30, 2024, unless otherwise amended by the Parties' mutual written consent or terminated.

The Parties agree to the following:

1. Tourism has authorized **\$38,280.00** of the Appropriation ("Sponsorship Funds") to be distributed to Recipient from the Division of Tourism Supplemental Revenue Fund (Fund Number 0274) as appropriated by the Missouri General Assembly pursuant to § 7.135 of House Bill 7 for Fiscal Year 2024 (the "Legislation").
2. The presidential executive order establishing June 19, 2021, as "Juneteenth Day of Observance" calls upon Americans "to acknowledge and celebrate the end of the Civil War and the emancipation of Black Americans, and commit together to eradicate systemic racism that still undermines our founding ideals and collective prosperity." (86 F.R. 32717 at 32718.)
3. Recipient shall use Sponsorship Funds as outlined in this Agreement and solely for the purpose set forth in the Legislation: "For a celebration held during the month of June commemorating the emancipation of black slaves in the United States."
4. Recipient shall use Sponsorship Funds for eligible expenditures for a qualifying celebration, including a Juneteenth event. Eligible expenditures are limited to those expressly authorized by this Agreement and that are paid or incurred on or after July 1, 2023, with title or ownership of all such goods or services vesting in Recipient and not Tourism.

5. Recipient shall be authorized to use the Sponsorship Funds for the following types of expenses related to a qualifying celebration: venue rental or usage fees; event marketing and advertising; live entertainment such as musical acts, reenactments, historical demonstrations, dance troupes, storytellers, and cultural exhibits; security; event staging and clean-up; food and non-alcoholic beverages; audio and visual equipment; audio and visual personnel, to include photographers and videographers; and other expenses reasonably associated with community celebrations and festivals.
6. On or before the execution date of this Agreement, Tourism shall provide a template spending plan for Recipient to complete and submit for approval. On or before February 1, 2024, Recipient shall submit its spending plan to Tourism, as indicated in the template, for approval.
7. Within 90 business days of its receipt of Recipient's completed spending plan, Tourism shall review the spending plan, approve it in whole or in part, and disburse to Recipient Sponsorship Funds for approved expenditures. To the extent the approved expenditures initially total less than the total authorized Sponsorship Funds, Recipient may submit a supplemental spending plan to Tourism for review, approval, and disbursement.
8. Recipient shall repay to Tourism any Sponsorship Funds that Recipient receives but does not spend on approved expenses, with such repayment due for receipt by Tourism on or before June 24, 2024. Recipient understands and agrees that, on June 30, 2024, any repaid or otherwise remaining balance of Sponsorship Funds and the Appropriation shall revert to the State of Missouri.
9. Notwithstanding any other section in this Agreement, Recipient will not be eligible to receive Sponsorship Funds until after Recipient satisfies the following preconditions. Recipient must:
 - 9.1. Register in MissouriBUYS (<https://missouribuys.mo.gov/registration>), the State of Missouri's web-based procurement system, or be registered to receive payment via SAMII (Statewide Advantage for Missouri), the State of Missouri's financial system;
 - 9.2. Be in good standing with the Missouri Secretary of State, as applicable;
 - 9.3. Provide proof of enrollment in E-Verify, as applicable to a "business entity" that is receiving more than \$5,000 in Sponsorship Funds or to a "public employer," as those terms are defined in § 285.525 RSMo; and
 - 9.4. Notarize its signature to this Agreement in order to provide, as required by § 285.530.2 RSMo, as applicable, a "sworn affidavit" affirming (a) its enrollment in [E-Verify](#), (b) its participation in E-Verify, and (c) that it does not knowingly employ any person who is an unauthorized alien.

10. In the event § 285.530 RSMo requires Recipient to enroll in and/or provide proof of enrollment in E-Verify, Recipient hereby affirms that it does not knowingly employ any person who is an unauthorized alien and affirms its enrollment and participation in a federal work authorization program (the Employment Eligibility Verification Program (E-Verify) authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended).
11. Recipient understands and agrees that Sponsorship Funds may be reduced unilaterally by the State of Missouri due to the unavailability of funds or reduced appropriation authority, including, but not limited to, withholdings made pursuant to the Missouri Constitution, Article IV, § 27. Recipient further understands and agrees that neither Tourism nor the State of Missouri shall be liable for any costs associated with termination caused by lack of funds, insufficient appropriations, or withholdings.
12. Recipient understands and agrees that Tourism shall make Sponsorship Funds available electronically via the Automated Clearing House (ACH) and/or Electronic Funds Transfer (EFT). Recipient further agrees to submit timely the information and forms necessary to authorize its receipt of any such payment.
13. Tourism and governmental auditors or representatives shall have access to any and all documents and records for the purpose of audit or examination of any information submitted to Tourism by Recipient, and of receipts and disbursements of Sponsorship Funds made available to Recipient pursuant to this Agreement. Recipient further agrees that costs to resolve or ameliorate any audit exception noted by governmental auditors or representatives shall be the sole responsibility of Recipient. Recipient further shall cooperate with any such audit or examination and use best efforts to ensure cooperation by its officers, employees, and agents.
14. Recipient agrees that it will maintain adequate records, to include procurement solicitations and responses, contracts, invoices, receipts, and proof of payment for goods and services provided, to substantiate all expenditures related to this Agreement for a period of no less than five years after this Agreement expires. Tourism, in its discretion, may require Recipient, upon Recipient's failure to provide for inspection and duplication, within a reasonable time specified, any document expressly identified in this Agreement following a request by Tourism or governmental auditors or representatives, to forfeit and repay Sponsorship Funds in whole or in part.

15. Recipient agrees to comply with all applicable laws in connection with expending Sponsorship Funds, including Chapter 610 RSMo, civil rights and anti-discrimination laws, and further agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, national origin, sex, sexual orientation, age, or veteran or disability status.
16. Recipient agrees to comply with its own protocol and policies regarding procurement of goods and services existing on the date of this Agreement and as would generally apply to activities such as the purpose of the Legislation, as noted herein, and agrees not to expend Sponsorship Funds in any manner that could reasonably be expected to inure to the benefit of a related person, as defined by Internal Revenue Code § 267(b).
17. Recipient shall repay to Tourism any Sponsorship Funds used except as authorized in this Agreement.
18. Recipient's negligent or intentional provision to Tourism in any communication or document in connection with the Sponsorship Funds, of any document or information that is untrue, including by omission, in any material respect at the time of such provision, shall constitute a default of this Agreement, in which case Tourism may require Recipient to forfeit and repay Sponsorship Funds disbursed to Recipient in whole or in part.
19. Either Party may terminate this Agreement without penalty by giving 30 days' advance written notice to the other Party at the address designated in this Agreement. Tourism, in its sole discretion, may require Recipient to repay any Sponsorship Funds disbursed to Recipient prior to termination.
20. This Agreement does not contemplate any third-party beneficiaries nor shall it be construed to create any legal right nor authorize a cause of action by any entity, agency, or person who is not a Party.
21. This Agreement may be executed by electronic signatures; and the transactions described in this Agreement may be conducted, and related documents may be stored, by electronic means to the extent permitted by applicable law. To the extent permitted by law, copies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed authentic and valid counterparts of such original documents for all purposes described in this Agreement.

22. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.
23. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri. All references herein to the Revised Statutes of Missouri, or RSMo, or to the Missouri Constitution, are to the version in effect on the date of this Agreement.
24. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Missouri in Cole County, Missouri. By execution and delivery of this Agreement, Recipient hereby irrevocably accepts, generally and unconditionally, the jurisdiction of any of the aforesaid courts and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which Recipient may now or hereafter have to the jurisdiction or laying of venue of any such litigation brought in any aforesaid court and any claim that any such litigation has been brought in an inconvenient forum.
25. Nothing in this Agreement shall be construed as an express or implied waiver of the sovereign immunity of the State of Missouri, its agencies, or its political subdivisions.
26. A reference in this Agreement to a section is a reference to a section, provision, or paragraph of this Agreement.
27. All agreements between the Parties are contained in this Agreement, which contains the complete and exclusive statements of the agreement between the Parties as to the subjects described in this Agreement.
28. The signatories to this Agreement on behalf of the Parties represent that they have full capacity to sign this contract and bind their respective Party.

[Remainder of page intentionally left blank.]

Missouri Department of Economic
Development, Division of Tourism
Attn: Director of Tourism
P.O. Box 1055
Jefferson City, MO 65102-1055

City of Columbia, Missouri, on behalf of its
Convention and Visitor's Bureau
300 S. Providence Rd
Columbia, MO 65203

The Parties hereby execute this Agreement as follows:

For the Missouri Department of Economic Development, Division of Tourism:

Signature: _____ Date: _____

Stephen Foutes
Director

[Remainder of page intentionally left blank.]

For City of Columbia, Missouri, on behalf of its Convention and Visitor's Bureau:

Signature: _____ Date: _____

Printed Name: De' Carlon Seewood

Title: City Manager

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared De' Carlon Seewood, the City Manager for the City of Columbia, sworn to me to be a competent person of sound mind and free will who is duly authorized to act on behalf of Recipient and who, on behalf of Recipient, made the affirmations and representations in this Agreement and executed this Agreement on this day.

_____ Notary Public

My commission expires: _____

Approved as to form:

Nancy Thompson, City Counselor/rw