

CONVENTION AND VISITOR'S BUREAU TOURISM  
DEVELOPMENT SPONSORSHIP AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Curators of the University of Missouri, a body politic of the State of Missouri 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 Twenty Thousand Dollars (\$ 20,000.00 ) 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:

Curators of the University of Missouri  
Show-Me STATE GAMES  
1400 Rock Quarry Road, Entrance  
Columbia, MO 65211  
Attn: Dave Fox

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 *JTM*

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:

\_\_\_\_\_



APPLICATION FORM  
*Signature Series Events*  
FY 2020

Exhibit A

EVENT NAME: Show-Me STATE GAMES

EVENT DATES: June 11-14, July 17-19 and July 24-26

**Please provide detailed answers to the following questions:**

**1. How will Tourism Development funds be used?**

The Show-Me STATE GAMES is a non-profit organization with the mission of providing all Missourians the opportunity to participate in activities of health, fitness, family and fun. The SMSG is an Olympic-style amateur sports festival with more than 40 sporting events for people of all ages and ability levels. It has grown to become the largest state games in the nation, bringing 57,000+ participants and spectators to Columbia to take part in year-round events.

The Tourism Development Signatures Series funds would be used to help offset expenses associated with the 2020 Show-Me STATE GAMES and Missouri State Senior Games, which include site fees, medals/awards, advertising and officials.

**2. How many overnight stays did your event generate last year and how did you track and determine this number?**

In 2019 we generated 7,409 overnight stays during our summer Games. We have all team sports fill out hotel information cards at registration to determine the number of overnight stays we generate. We do not collect information on hotel stays at registration for all individual sports, many of which span over several days (track and field, bowling, tennis, swimming, etc), meaning our overnight stays are likely higher than our reported number.

In addition to these summer stays, our additional year-round fundraisers including 3v3 soccer in November, and two youth basketball events, as well as a volleyball tournament, generated 1,145 overnight stays, making our year-round total 8,554.

**3. What was the attendance of your event last year?**

During the summer, the Show-Me STATE GAMES had 20,078 athletes and estimated one spectator per athlete, so overall attendance was approximately 40,156. For our year-round events, we had 28,682 athletes and estimated one spectator per athlete, meaning we had approximately 57,364 people involved in our 2019 events. In 2019, we reached 1 million athletes who have competed in our events throughout our history!

**4. What method do you use to determine total attendance?**

For each team sport, the method we use to determine attendance is by multiplying the average number of players per team by the number of teams. For individual sports, we count based on the number of people who register online combined with onsite. For spectator numbers, we estimate 1 person per participant attend as spectators.

**5. Describe your marketing plan and explain media coverage.**

The Show-Me STATE GAMES uses direct mail to reach many of our previous participants, including flyers and reminder postcards. We also utilize various in-kind promotional tools to reach out to new participants, including posters, newspaper advertising, radio and television spots. Finally, we utilize free and low-cost social marketing tools such as an e-newsletter, Facebook and listings on community calendars and sport sites, as well as our own website. We also engage in year-round media relations. We send press releases year-round through the Missouri Press Association as well as an internal media list about upcoming events, awards, results and more. We also appear on television and radio programming to promote the GAMES. In 2019, we had coverage from more than 50 outlets throughout the state, enhanced greatly this year through our ten-city Torch Run, which made stops and generated exposure in Kirksville, Springfield, Kansas City, St. Joseph, Cape Girardeau, St. Charles, Hannibal, St. Louis, Columbia and Jefferson City.

**6. Describe your sponsorship plan and attach a copy of your sponsorship packet.**

Our list of current sponsors and current sponsor levels is attached.

7. What is your total budget for this event? (Please use the attached budget form.) Attached

TOTAL BUDGET FY2019

City of Columbia – Convention & Visitors Bureau TOURISM DEVELOPMENT FUND  
Signature Series Events (SS)

EVENT BUDGET DESCRIPTION - R E V E N U E S

Round to the nearest dollar

ORGANIZATION NAME: **Show-Me STATE GAMES**

EVENT NAME: **Show-Me STATE GAMES**

EVENT NAME: **Show-Me STATE GAMES**

	1	2	3
REVENUES	CASH	*IN-KIND should net to zero	TOTAL BUDGET (COLUMN 1+2)
1. Direct Support – Sponsorships	\$ 362,539	\$ 352,208	\$714,747
2. Government Support** (city, county, schools, etc.)	\$18,000	0	\$18,000
A. Boone County Commission			
B. City of Columbia	\$28,000	0	\$28,000
C. CVB Tourism Development Fund	\$20,000	0	\$20,000
3. Entry Fees	\$295,448	0	\$295,448
4. Merchandise	\$39,539	0	\$39,539
5. Patrons	\$23,550	0	\$16,000
6. Fundraisers	\$135,574	0	\$35,574
7. Misc.	\$90	0	
<b>TOTAL REVENUE</b>	<b>922,740</b>	<b>\$ 352,208</b>	<b>\$1,167,308</b>

*In-kind good or service anticipated	Source of donation	Estimated value
Print products	Walsworth Publishing	\$50,000
Radio production/advertising	Benne Media Group	\$75,000
TV production/advertising	KOMU-TV	\$100,000
Print and online ads / print materials	Columbia Daily Tribune	\$ 10,000
TV advertising	Mediacom	\$15,000
EMS/Trainer services	MU Health Care	\$24,644
Facilities	Columbia College	\$3,500
Facilities rental and staffing	Columbia Parks and Rec	\$49,064
Facilities	Columbia Public Schools	\$25,000



**EVENT BUDGET DESCRIPTION continued. - E X P E N D I T U R E S**  
**Signature Series Events (SS)**

Round to the nearest dollar

ORGANIZATION NAME: **Show-Me STATE GAMES**

EVENT NAME: **Show-Me STATE GAMES**

<b>EXPENDITURES</b> (itemize items in excess of \$100.00)	CASH Tourism Development Funds – 20,000	CASH Other	*IN-KIND should net to zero	TOTAL
<b>1. Personnel</b>				
Salaries		\$274,844	0	\$274,844
Benefits		\$87,980	0	\$87,980
Administrative				
Medical		\$0	\$24,644	\$24,644
<b>2. Rental</b>				
Rent/lease facilities		\$24,363	\$68,564	\$92,927
Rent/lease equipment		\$7,029	0	\$7,029
<b>3. Supplies &amp; Materials</b>				
Supplies/Services/Medals	\$20,000	\$104,832	0	\$124,832
Merchandise Expenses		\$17,732	0	\$17,732
Merchandise Inventory		\$5,248		\$5,248
<b>4. Travel</b>		\$8,530	0	\$4,000
<b>5. Promotion and Publicity</b>				
Advertising		\$6,184	\$250,000	\$256,184
Reproduction		\$4,403	0	\$4,403
Postage		\$19,707	0	\$20,000
<b>6. Other (be specific)</b>				
Telephone		\$3,138	0	\$3,138
VIP reception		\$2,500	0	\$2,500
Professional Services		\$122,367	0	\$122,367
Computer Services		\$20,311	0	\$20,311
Audrey Walton Youth Leadership		\$17,518	0	\$17,518

Opening Ceremonies		\$8,500	0	\$8,500
Torch Run		\$1,660		\$1,660
Fundraisers		\$53,870	0	\$53,870
Misc.		\$14,356		\$14,356
Misc Credit Card Expenses		\$6,029	0	\$6,029
<b>Institutional support</b>		-336		
<b>TOTAL EXPENDITURES</b>	\$20,000	\$810,764	\$ 352,208	\$1,182,972
<b>TOTAL REVENUES</b> (from page 5___)		922,740	\$ 352,208	\$1,167,308

**\*In-kind should net to zero**

SIGNATURE PAGE:

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Organization Name: Show-Me STATE GAMES

Primary Contact:

(Person responsible for daily operation of this event. All correspondence and contact will be addressed to this person).

Dave Fox

Address of Organization (Please DO NOT use P.O. Box Address):


Street: 1400 Rock Quarry Rd  
Entrance 5  
Columbia, MO 65211

Phone: 573-882-2101


FAX: 573- 884-4004

E-mail: [foxdq@Missouri.edu](mailto:foxdq@Missouri.edu)

**I, the undersigned, do hereby agree to submit all financial documentation regarding TDP expenditures. I further agree that all TDP funds will be used for only those approved items as outlined in this application.**

  
\_\_\_\_\_  
Signature of President or Chair of Organization

Date 10/1/19

  
\_\_\_\_\_  
Signature of Applicant/Primary Contact

Date 10/1/19