

CONVENTION AND VISITOR'S BUREAU TOURISM
DEVELOPMENT SPONSORSHIP AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and The State Historical Society of Missouri, a non-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 attraction funding to the Columbia Convention and Visitors Bureau ("CVB"); and

WHEREAS, the attraction proposed by Grant Recipient (the "Attraction") 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, operation, and construction of a tourist attraction 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 Fifty Thousand Dollars (**\$50,000.00**) in exchange for Grant Recipient constructing the Attraction 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 construction of the Attraction 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 terminated according to the Terms set forth herein.

3. Grant Recipient agrees that it will make no material changes in the approved Attraction unless such changes are approved in writing by City.

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 Attraction 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. 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 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:
The State Historical Society of Missouri
1020 Lowry St.
Columbia, MO 65201

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 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 the funding of Grant Recipient's Attraction 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 ATTRACTION DEVELOPMENT FUND APPLICATION
City of Columbia – Convention & Visitors Bureau Tourism Development Program**

Project Title: The State Historical Society of Missouri's Center for Missouri Studies Welcome Center

Applicant Organization: The State Historical Society of Missouri

Anticipated State Date: April 2017 Anticipated Completion Date: August 2019

Attraction Location: 605 Elm St. Columbia, MO

Total Attraction Cost: \$37,000,000 Amount Requested : \$25,000 - \$50,000

Describe how the funds will be used: The financial support and partnership with the City of Columbia Convention & Visitors Bureau will be used to complete the Welcome & Information Center inside the lobby of the new building, in downtown Columbia. The welcome center is the primary entry location for all visitors and one of the most accessed spaces in the building and the greatest opportunity to demonstrate Columbia hospitality to our visitors. The center will be staffed and provide visitors with information about SHSMO, visitor maps and guides about Columbia activities and restaurants. There will also be an 85-inch display screen to announce current events in the facility so visitors may make the most of their time in the Center for Missouri Studies and throughout their stay in Columbia.

Recognition for financial support and contribution at the \$50,000 level includes sole naming rights with signage in the donor's name; recognition for a contribution at the \$25,000 level includes shared naming right with signage in the donor's name alongside other contributors.

	Last Fiscal Year	Current Fiscal Year	Next Fiscal Year
Organization's Operating Income	<u>\$3,363,521</u>	<u>\$3,448,633</u>	<u>\$3,897,605</u>
Organization's Operating Expenses	<u>\$3,303,186</u>	<u>\$3,433,809</u>	<u>\$3,897,605</u>

Did you submit a draft application for early review by CVB staff? X Yes No
 Did you meet or correspond individually with CVB staff about your application? X Yes No
 Have you received tourism development funds before? Yes X No

1. Describe the proposed project clearly and concisely.

The new State Historical Society of Missouri's Center for Missouri Studies will be a destination point where visitors of all ages can be immersed in our state's rich heritage. A cultural venue serving the entire state, but anchored in downtown Columbia.

In 2016, the State Historical Society of Missouri received \$35 million in state funding for the construction project; however, the capital costs secured by the bond will not cover \$1,850,212 in expenses for visitor services, parking, signage, furniture and fixtures, audio/visual technology, or to hire specialized movers to carefully transport the collections. As stated above, the welcome center will serve patrons as the primary location for initial contact when visiting the building and information will be available so visitors may make the most of their time in the Center for Missouri Studies.

The new building will include:

- More than 76,000 square feet of space, nearly twice the size of the current facility, with dedicated onsite visitor parking spaces.
- An accessible floor plan that complies with the Americans with Disabilities Act.
- A first-floor art gallery of 5,400 square feet - double the size of our current gallery - putting visitors

face to face with more of Missouri's iconic artworks.

- A nearly 3,400 square-foot multipurpose room seating 250 people for presentations, films, lectures, exhibits and special events.
- Two 30-seat classrooms for academic classes and community meetings.
- A new Research Center, twice as large as the current research facility, providing greater access to tens of thousands of documents, microfilm rolls, maps, and rare books.
- A state-of-the-art conservation lab to treat and preserve rare and fragile historical documents and photographs.
- Efficient environmental control systems to preserve irreplaceable documents, photographs and artwork while reducing the facility's environmental footprint by meeting LEED (Leadership in Energy and Environmental Design) standards.

2. What is proposed location of the attraction and hours of operation:

605 Elm Street, Columbia, MO. Open 8:30-5:00 Tues-Friday; 8:30- 3:30 Saturday. Closed on major holidays.

3. Provide a detailed budget for the specific project for which funding has been requested.

Center for Missouri Studies Building Cost Summary

Construction Costs

Funding Source: Bonds

Construction Cost	\$32,238,000
Design Cost	\$2,452,000
Project Administration Cost	<u>\$310,000</u>
Total Project Cost	\$35,000,000

Additional Costs

Funding Source: Private Donations

Parking and Signage	\$325,000*
FF&E-Gould Evans	\$868,102*
FF&E-SHSMO	\$176,607*
Audio/Visual Systems	\$180,420*
Moving Company	<u>\$300,083</u>
Remaining Funding Needed	\$1,850,212

*October, 2018 Estimate

4. Describe how the project has substantial potential to increase overnight visitation, length of stay and tourism expenditures.

In 2016-2017, the Society hosted more than 80 events (presentations, tours, workshops, and public programs) attracting approximately 3,600 attendees to its Columbia headquarters. These signature events generate the most overnight stays in Columbia:

- **Center for Missouri Studies Fall Lecture and Annual Meeting** – The Society traditionally invites the public to enjoy a presentation by a nationally acclaimed guest lecturer as part of its annual business meeting weekend. Past speakers have included Pulitzer Prize winning authors, authors of *New York Times* best sellers, and other eminent historians. In addition, an invitation-only event the night before for top SHSMO supporters hosts roughly 100 people and requires a hotel block of 40 rooms.
- **National History Day in Missouri** - Over 6,000 students participate in this statewide program each year, with 10 percent advancing to the state contest at the University of Missouri's Columbia campus. Thus, 600 students and their families visit Columbia for a weekend in April, and are joined by approximately 100 teachers and 180 volunteers (including an average of 50 that are not from mid Missouri) to help run the contest. This generates hundreds of hotel stays at multiple properties each year.
- **Missouri Conference on History** – this gathering of historians and history professionals rotates every three to four years to mid-Missouri, generating 50-70 hotel night stays over three days. Attendees explore local Columbia restaurants and attractions as evening meals are entirely up to the attendees.

These events have been limited with inadequate space in the current facility. With the completion of the new building there is substantial opportunity for these events to grow and for the Center to host new events. The Missouri Council for Social Studies and local historical and genealogical societies are already inquiring about holding their annual conferences and meetings in the new facility's multiple classrooms and meeting spaces. The new facility will also allow the Society to greatly expand its ability to host lectures, workshops, tours, and other educational events. SHSMO plans to invite new community partners, such as the "We Always Swing"® Jazz Series, True False Film Fest, and Unbound Book Festival, to use the new facility.

In 2017, the Columbia Research Center assisted 2,700 researchers in their hands-on exploration of Missouri state history. In 2018, 20-25% of the Research Center's visitors traveled from homes outside of Boone County. The number of patrons is anticipated to grow in the new Center for Missouri Studies as genealogists, historians, and other researchers will have easier access to an enhanced and more comfortable facility.

SHSMO boasts the nation's largest art collection of works related to Missouri and westward expansion. The Society sees an average of 3,900 visitors per year to its current galleries, which feature rotating exhibitions as well as permanent exhibits by world-renowned Missouri artists Thomas Hart Benton and George Caleb Bingham. The new building's art museum will be greatly enhanced to display more of the 20,000 piece collection. This alone can be expected to increase traffic and tourism and perhaps create an art corridor connecting SHSMO gallery to the Nelson-Atkins Art Museum in Kansas City and to the St. Louis Art Museum. In recent years, artworks in the Society's collection have been shown on loan at galleries in world-class venues such as the Metropolitan Museum of Art in New York City and the Amon Carter Museum in Fort Worth, Texas, demonstrating the significance and widespread appeal of the Society's collection.

The Show-Me State's Bicentennial observances in 2021 will also offer unique opportunities to showcase this marquee structure through events including art receptions, Missouri history talks, explorations of the state's past through films, music, and other media, and more. The Society will serve as the coordinator of the state's official bicentennial commemoration.

5. Describe methods used to track the success of the project. Methods must address tracking of overnight visitation, length of stay and tourism expenditures.

We currently track visitors by zip code. We have also used two customer surveys in FY18 to evaluate our services. Of the surveys returned, 82% were Missourians, 18% were visitors from other states or countries.

6. Describe current or proposed marketing efforts for the attraction, as well as proposed plans to market the attraction outside a 50 mile radius of Columbia.

The State Historical Society of Missouri currently reaches a dynamic group of people interested in regional history and culture. Headquartered in Columbia, the statewide organization also has five other city locations: Cape Girardeau, Kansas City, Rolla, St. Louis and Springfield. SHSMO designs its marketing efforts to engage individuals in all 114 Missouri counties and members of the Society worldwide.

Our events are predominantly held in Columbia, and many of the center's attractions, such as its art collection, are only available at the mid-Missouri headquarters. The Center for Missouri Studies building will create an opportunity for SHSMO to increase the marketing of its one-of-a-kind collections, outstanding art gallery, inventive educational programs, and exceptional services. The new facility may also attract large-scale collaborations with groups such as the Smithsonian for traveling exhibitions.

Current communications include:

- Quarterly newsletter, the *Missouri Times*, which is printed and mailed to roughly 4,000 members across the state, highlights educational programs, collections, organization news, and the Columbia art exhibitions. (3,200 members outside mid-Missouri receive this mailing)

- The *Missouri Historical Review*, an award-winning scholarly journal published quarterly, has served as the cornerstone of SHSMO's publication program since 1906. It is distributed as a membership benefit and is also available for purchase. The journal's "News in Brief" section invites members to take part in Columbia programs, including art exhibitions, workshops, lectures, and other special events. The *Missouri Historical Review* also publishes advertisements encouraging readers to utilize the many collections and services offered at the Society's mid-Missouri location.
- Subscribers to the Society's email announcements service currently total 6,081, with 5,033 of those individuals residing more than 50 miles outside of Columbia. In FY2018, SHSMO sent 80 email communications to generate interest in programs. This included a monthly e-blast about events, which are largely held in Columbia.
- The SHSMO website (shsmo.org) attracts more than 924,000 users each year. The page has seen consistent growth, with an average increase in traffic of almost 10 percent year over year. In FY2018, 1 million viewers were served across all SHSMO-managed sites, which also include missouri2021.org, missourencyclopedia.org, digital.shsmo.org, shop.shsmo.org, etc.
- SHSMO is active on Facebook (4,963+ followers), Twitter (1,474+), and just launched Instagram in June 2018 (98+). These platforms primarily focus on collection highlights. In FY2019, they will also draw attention to the new Center for Missouri Studies with weekly updates, the art collection, and events.

As SHSMO embarks on this new chapter in its development, the organization is planning to target key audiences involved in cultural organizations and associations through advertisements and conference attendance at both the state and national level:

- Genealogists – National Genealogy Society, the American Society of Genealogists, Missouri State Genealogical Association
- Historians – Organization of American Historians, American Historical Association, Association for State and Local History, International Oral History Association, Route 66 Association of Missouri
- Educators – National Council for History Education, Missouri Council for History Education, Missouri Council for Social Studies, Missouri Art Education Association
- Librarians – Missouri Library Association, MOBIUS Conference
- Arts Community – Missouri Alliance for Arts Education, Missouri Folk Arts Program

In order to engage the general public, SHSMO is also looking into these opportunities:

- Ads in publications such as AAA Magazine, AARP Magazine, etc.
- Rack cards in Welcome Centers/Convention and Visitors Bureaus throughout the state, art galleries holding works by Thomas Hart Benton and George Caleb Bingham, history museums, historical societies, university and college history departments, and city buildings statewide
- Paid media – billboards and radio spots/advertisements
- Launching an ongoing Missouri History Podcast
- Increased media relations throughout the Midwest, especially for art exhibitions

7. Provide a detailed first year proposed budget, staffing and operational plan or provide copies of current budget, personnel and operations overview.

The State Historical Society of Missouri employs 31 staff at the Columbia headquarters. These staff provide unique and valuable experiences for all visitors to SHSMO. SHSMO departments include Administration, Art, Editorial, Educational Outreach, and Collections. For the upcoming move into the new Center for Missouri Studies, SHSMO plans to increase security staff and obtain a building manager. These roles will be necessary for the new building to function properly.

8. List all sources of current and pledged funding and corresponding amounts, including in-kind. Documentation for loans must include commitment letters from financial institutions specifying the loan amount, specified term, conditions and affirmation of loan approval.

One-time Funding:

Bond for Building \$35M

Annual Funding:

State \$2.4M

Private donations/membership dues/restricted/endowed gifts/In Kind \$500,000

University - \$528,000

Grants- \$50,000

The State Historical Society of Missouri has raised-to-date \$1,207,022 in private donations for the campaign. Pledge commitments are expected to be realized in annual installments through May, 2023.

9. How will the proposed attraction or enhancement complement existing tourism efforts.

The new Center for Missouri Studies will provide the State Historical Society of Missouri with a state-of-the-art facility that secures the ability to carry out its work for a second century and will help to market Columbia as a progressive, vibrant destination. The new Center for Missouri Studies help to keep history and culture alive for fellow citizens as well as many visitors – particularly those visitors who may have not visited our existing location.

The new 76,000 square feet headquarters is roughly twice the size and a significant upgrade from the current facilities in MU's Ellis Library. The ground floor will feature a large art gallery and a more accommodating multipurpose events space with a seating capacity of 250. The second floor will include an expanded research center built for modern technology and to provide greater access to documents, photographs and maps, oral history recordings, microfilm, and other resources.

A two-story glass lobby will feature two main entrances, one facing the University of Missouri and the other opening to downtown Columbia. The two doorways will symbolize the State Historical Society's intent to be a meeting place that draws campus and community together, with renewed excitement about local and state history. The project will greatly enhance Columbia as a place to go to get a greater understanding of Missouri's history and culture and supports SHSMO's 120-year-old mission to encourage ongoing scholarship, publish new works, provide educational programs for people across the Show-Me State.

10. Provide a list of time lines for major project milestones and/or activities including the start and end dates

April 2017 – Ceremonial ground breaking for new facility

May 2017 – Start of construction

April 2018 – Topping out of the Center for Missouri Studies facility (final beam was placed)

May-June 2019 – SHSMO moves from the existing location to the new site

July 2019 – Soft opening of the State Historical Society's Center for Missouri Studies

August 2019 – Grand opening of the State Historical Society's Center for Missouri Studies

October 2019 – First major event in the Center for Missouri Studies, the Fall Lecture and Annual Meeting



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We, the undersigned, hereby certify that we have read and understand the Tourism Development Attraction Fund 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 ADF expenditures as required.


Applicant Authorized Signature

Print Name: Gary Kremer

Title: Executive Director

Phone: 573/882-7083

Email: KremerG@shsmo.org

Name of Primary Contact & Email: (if different than above): Cat Adams, adamsc@shsmo.org

Legal name of Organization: State Historical Society of Missouri

Name of Organization President/or Chair of Board: Bob Priddy

Address: 1020 Lowry St, Columbia MO 65201

Phone: 573/882-7083

Email: contact@shsmo.org

Web Site: www.shsmo.org

Federal ID Number (required): 43-6035196

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