

AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Columbia Art League, a non-profit corporation organized in the State of Missouri (hereinafter "Contractor") is entered into on the date of the last signatory noted below (the "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

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. Contractor shall provide the services outlined in its proposal for the Event as submitted to City's Convention and Visitors Bureau, a copy of Contractor's Event Proposal is attached as Exhibit A, at a cost to City of **Ten Thousand Dollars (\$10,000)**. Contractor agrees that it is responsible for all funds made available to Contractor 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, Contractor 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. Contractor agrees that it will make no changes in the approved Event until the changes are approved in writing by City.

4. Contractor agrees that it is subject to audit and review on request by City. If contractor has a financial audit prepared, that report shall be furnished to City's Convention and Visitors Bureau.

5. Contractor 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 Convention & Visitors Bureau'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 Contractor's proposal shall be kept and open to City inspection during regular business hours.

6. Contractor 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. Documentation must include copies of checks issued for payment of services or items, copies of corresponding invoices and copies of any required contracts. If Contractor does not provide financial documentation, Contractor may not be eligible for future funding.

7. Contractor agrees that the Convention and Visitors Bureau and City will be recognized as outlined in Contractor's proposal.

8. **HOLD HARMLESS AGREEMENT.** To the fullest extent not prohibited by law, Contractor 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 Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence. This clause shall survive termination of this Agreement.

9. **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.

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.** Contractor 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, Contractor agrees to comply with Missouri State Statute Section 285.530 in that Contractor 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, Contractor 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. Contractor 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. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor 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. Contractor shall also require each subcontractor to provide Contractor 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
Law Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: City Counselor

If to Contractor:

Columbia Art League

207 9th Street
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	Contractor'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 Contractor and City. All previous or contemporaneous agreements, representations, promises and conditions relating to Contractor'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: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor *JRM*

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

CONTRACTOR

By: _____

IRS-EIN: _____

Date: _____

ATTEST:

FY2019 Tourism Development Application
Signature Series Events

EVENT NAME: Art in the Park, 2019

EVENT ORGANIZER: Columbia Art League

EVENT DATES: June 1-2, 2019

Please provide detailed answers to the following questions:

1. How will Tourism Development funds be used (be specific)?

\$7500 will go towards the both our performing arts and our music entertainment stage. Exact listing of performers and their costs will not be confirmed until spring. But historically we have had Stone Lion Puppet Theater from Kansas City for \$3200, We bring in Steve Ferris from Milwaukee, WI , and Jason Hollandsworth from Ashland as a magicians who continue to be a staple at Art in the Park and draw in crowds. We have a music tent with original music played by local and regional performers that has become a nice addition and starting to draw more people to the park. In addition to the music we stage the CoMo Ariel performances next to the music stage and performing to the live music.

\$3500 will go towards the cost of regional and national advertising (See below in the marketing plan)

\$1500 towards the award monies for the visiting artists, the remainder will be covered by sponsorships. Total prize money for the artists is \$6000. \$1250 for Best in Show, \$1000 for 2nd Place, \$750 for 3rd Place, and \$300 each for 8 awards of excellence. In 2017, we started a Mayors Choice award for \$300 and we also added a Veterans' Pavilion which showcased work by Missouri Veterans with awards of \$150 for 1st Place, \$100 for 2nd Place and \$50 for Third Place.

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

We conducted a survey of our artists after Art in the Park, based on that survey, of the 108 artists, 87 of them stayed in a hotel with 50% of them staying 3 nights and 50% staying 2 nights. Based on that calculation our artists generated 218 overnight stays.

In addition to those stays, we provided rooms for our jurors and judges, therefor adding an additional 8 nights stay. And we provided rooms for our out of town entertainers which resulted in 6 nights stay. Bringing our total overnight stays for this festival to 232.

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

Approximately 9000 people were counted as entering the festival from the main entrance (n=3929 on Saturday and n=4852 on Sunday) with about 10% more coming on Sunday compared to Saturday (the opposite pattern as 2017). This was the same

attendance pattern as 2 years ago (higher numbers on Sunday compared to Saturday). The more popular day seems to vary between the two days over the course of four years of data collection.

For 2018, on Saturday, the peak period was 11:00 am which is consistent with the weather reports (people coming after the storm passed); there was also a surge at 4 pm on Saturday. Sunday's opening at 10:00 had the peak attendance.

Estimated number of attendees, taking into account arrival at other points of entry was about 11,000. Approximately 3000 fewer attendees at this year's festival compared to last year's. In fact this was the lowest estimated attendance of the past 4 years, but greatly feel this was due to the storms predicted for the day on Saturday.

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

Volunteers noted number of patrons coming into the park for each hour for 15 minutes duration (9:45 am, 10, 10:45, 11:45, 12:45, 1:45, 2:45, 3:45 and for Saturday 4:45) to count number of attendees from the Old 63 entrance. Old 63 entrance is the dominant point of entry but as this is an open park, people also can enter the festival from numerous directions. In addition, the person counting those who entered changed places from the entrance sign to near the spiral donation box. The entrance sign failed to count many who entered from the north. No assessment was done at any other entry point and one could argue that an increase of 25% is not unreasonable in the calculation of total attendees. For each 15 minutes between the data collection hours, number of arriving patrons was interpolated (as a linear trend). Number of attendees was a summation of these 15 minute intervals (Sat: 10 am – 5 pm and Sun: 10 am – 4 pm) as the flow of attendees was fairly constant over the course of each day.

5. Describe your marketing plan and explain media coverage.

Art in the park is a regional festival in the terms of visitors. We market nationally to artists starting in the fall with a call to entry, we do this through postcard mailing, Social Media, and Zapplication (zapplication.org), which is national festival application and marketing tool. Between all of these mediums we are marketing to about 70,000 artists.

We will start marketing for the festival itself around March of 2019. This will include Save the Date marketing as well as sponsorship, advertising in our brochure and donations, not to mention marketing for Volunteers.

We will start a media campaign in April consisting of regional marketing with:

- Missouri Life Magazine
- Jefferson City News Tribune
- Fulton Sun
- ABC17
- METV
- KBIA
- Cumulus Radio
- KRCG TV

In addition to the regional media campaign we will be marketing in the local market with:

- Inside Columbia
- Columbia Tribune
- The Missourian
- Columbia Business Times
- Impact CoMo
- KOPN
- Through Social Media with our Facebook, Twitter and Instagram accounts
- Website located at ColumbiaArtLeague.org/ArtinthePark
- E-newsletters to our membership and mailing list

- Yard Signs placed strategically throughout Columbia
- Pole Banners on the lights on 9th Street and Broadway

6. Describe your sponsorship plan and attach a copy of your sponsorship packet. Art in the Park is one of the few community free events still left in Columbia, and luckily it is able to be that way due to our repeat sponsors. Although we do not have our 2019 packet ready to go I have attached the 2018 for reference as there will only be small tweaks to it. We also do not get complete confirmation of our sponsors until after the first of the year, but we expect to have the following repeat Sponsors:

- Central Bank of Boone County -- \$3500
- Woodcrest Chapel -- \$3000
- Veterans United Foundation -- \$ 3000
- Missouri Arts Council -- \$10,000
- Commerce Bank -- \$2500
- Coil Construction --\$1000
- TrueLine Title Co -- \$1000
- Bond Life Science Center -- \$1000

In Addition to this we get smaller donations with our pARTner in the Park program that goes out to our mailing list asking for small donations, we usually get around \$3500 with this program.

7. What is the total event Budget? Please use the budget grid below. (You may attach any other supporting budget documentation.)

TOTAL BUDGET FY2019
City of Columbia – Convention & Visitors Bureau TOURISM DEVELOPMENT FUND
Signature Series Events

EVENT BUDGET – I N C O M E

Event Name: **Art in the Park 2019**

Organization Name: Columbia Art League

INCOME:	1 CASH	2 *IN-KIND should net to zero	3 TOTAL BUDGET (COLUMN 1+2)
1. Direct Support – Sponsorships, Fundraising/Donations (document in-kind*)	\$21,850	\$	\$
2. Government Support** (city, county, schools, etc.)	\$ 12,500		
A. CVB Tourism Development			
B. OCA Annual Arts Funding	\$ 4561		
C. Missouri Arts Council	\$ 10,331		
3. Program Fees: Admissions/Tickets			
Sales of items	\$500		
Other			
4. Other Misc. (be specific)			
5. Festival Program	\$5500		
6. Weekend Income	\$7250		
7. Artist Booth Fees	\$35,200		
8. Food Vendor Fees	\$3000		
TOTAL REVENUE	\$100,692	\$	\$

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

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

EVENT BUDGET - EXPENSES

Event Name: **Art in the Park, 2019**

Organization Name: Columbia Art League

EXPENSES: (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		\$30,000		\$30,000
Other				
2. Equipment Rental		\$6500		\$6500
Tents, Tables, Chairs				
PortaPotties				
Golf Carts				
Radios				
3. Supplies & Materials				
Awards	\$1500	\$4500		\$6000
Kids Art Spot and General Supplies		\$2000		\$2000
4. Travel				
Jurors		\$350		\$350
Award Judges		\$760		\$760
5. Promotion and Publicity				
Advertising/Marketing				
Local (in Boone County)		\$4000		\$4000
Outside Boone County	\$3500	\$3300		\$6800
Printing (tshirts & programs)		\$9000		\$9000
Postage		\$2200		\$2200
6. Other (be specific)				
Entertainment	\$7500	\$1000		\$8500
Food Expense: Award Dinner, artist and Volunteer lunches		\$4300		\$4300
Water Bar Cups		\$3700		\$3700
Rent, utilities, telephone, accounting, insurance (% of CAL annual costs)		\$13082		\$13082
Fees and Permits		\$2300		\$2300
Overnight Security		\$1200		\$1200
TOTAL EXPENDITURES	\$12500	\$88,192		\$100,692
TOTAL REVENUES (from page 5)		\$100,692		\$100,692

*In-kind should net to zero

SIGNATURE PAGE:

Organization Name: Columbia Art League

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

Email: holly@columbiaartleague.org

Street Address: 207 S. 9th St

Columbia, MO Zip: 65201

Phone: 573-443-8838

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



Signature of Applicant/Primary Contact

10-6-18

Date