

CONVENTION AND VISITOR'S BUREAU TOURISM
DEVELOPMENT SPONSORSHIP AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Columbia Art League, a Nonprofit 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 Art League
207 S. 9th Street
Columbia, MO 65201
Attn: Kelsey Hammond

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 *JEM*

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:

FY2020 Tourism Development Application

Signature Series Events

EVENT NAME: Art in the Park 2020

EVENT ORGANIZER: Columbia Art League

EVENT DATES: June 6th & 7th, 2020

Please provide detailed answers to the following questions:

101360528. How will Tourism Development funds be used (be specific)?

\$7,500 will go towards the cost of regional and national advertising. Last year we had an increase in attendance at Art in the Park. We did more advertising outside of our market than usual, so we'd like to continue to build that awareness and encourage a stronger midwest regional attendance, in addition to our Missouri-wide attendance. (See more specific details in the marketing plan)

\$4,400 will go towards the cost of our performers - please note, an exact list will be confirmed in Spring closer to our event. We often utilize CoMo Aerial Art, magicians Jason Hollandsworth from Ashland & Steve Ferris from Milwaukee, WI. In 2019 we had Jabberwocky Studios teach dance & movement techniques as well as complete several short performances. Our goal of our entertainment program is include the arts that fall outside of the visual realm to round out the experience of attendees.

\$600 will go towards increasing prize monies specifically for our Missouri Veterans' Pavilion to help us increase participation from Veterans from all over the state of Missouri. We have the potential to make a huge difference in the lives of Veterans by supporting their artistic efforts. Art therapy for Veterans is close to our hearts, as that is one of our outreach areas at the Columbia Art League. We will increase the awards to \$300 for 1st, \$200 for 2nd, and \$100 for 3rd.

101360529. How many overnight stays did your event generate last year and how did you track and determine this number?

There was a survey created for the artists, and we are still receiving information from it. I will have more accurate information soon.

In 2018 we conducted a survey and of the 108 artists, 87 of them stayed in a hotel with 50% staying 3 nights & 50% of them staying 2 nights. Our artists generated 218 overnight stays. Our jurors and judges and entertainers tend to also be from out of the Columbia area and often stay overnight as well.

101360530. What was the attendance of your event last year?

Our estimation is about 15,000 people attended Art in the Park 2019. The weather was beautiful - not too hot with beautiful clear skies. Every volunteer noted that it felt full both Saturday and Sunday all day long. Attendance had a big increase over 2018 which was stormy on Saturday.

101360531. What method do you use to determine total attendance?

Attendance collection is done by volunteers who note the number of people coming into the park for each hour for 10 minutes at a time from our main entrance (at Old 63). Stephens Lake Park is open, so people can enter from multiple areas, but we were not as successful counting people coming in from different entry points. We plan to put volunteers in a couple of other popular entry points to Stephens Lake Park to see if we can come up with a more accurate number.

101360532. Describe your marketing plan and explain media coverage.

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

We will start marketing the festival itself in March 2020. This will include Save the Date marketing as well as sponsorship, advertising in our brochure, and donations. We will also begin marketing for our volunteer crew, without whom we would not be able to put on this free festival.

Out of Market advertising:

Missouri Life Magazine, Jefferson City News Tribune, Fulton Sun, ABC17, METV, KBIA, Cumulus Radio, KRCG TV, Newsy, paid Facebook targeted ads that reach a larger regional audience.

Local Market advertising:

Inside Columbia, Columbia Tribune, The Missourian, CoMo Mag, Impact CoMo, KOPN, Social Media, website: ColumbiaArtLeague.org/ArtinthePark, E-Newsletters to our membership and mailing lists, yard signs placed strategically throughout Columbia, pole banners on the lights on 9th St. and Broadway.

101360533. Describe your sponsorship plan and attach a copy of your sponsorship packet.

Art in the Park is one of the few free community events in Columbia because of our repeat sponsors. I'm attaching the 2019 packet that we used - but we have yet to build the 2020 Sponsorship packet. We will have a completed list of sponsors in the new year but we expect to have the following repeat sponsors:

Central Bank of Boone County	\$3,500
The Crossing	\$3,000
Veterans United Foundation	\$3,000
Commerce Bank	\$2,500
Coil Construction	\$1,000
TrueLine Title Co.	\$1,000
Bond Life Science Center	\$1,000
pARTner in the Park*	\$3,500

* our individual giving program advertised from our mailing list asking for small donations.

101360534. What is the total event Budget? Please use the budget grid below. (You may attach any other supporting budget documentation.)

TOTAL BUDGET FY2020
 City of Columbia – Convention & Visitors Bureau TOURISM DEVELOPMENT FUND
Signature Series Events

EVENT BUDGET – INCOME

Event Name: **Art in the Park 2020**

Organization Name: Columbia Art League

	1	2	3
INCOME:	CASH	*IN-KIND should net to zero	TOTAL BUDGET (COLUMN 1+2)
1. Direct Support – Sponsorships, Fundraising/Donations (document in-kind*)	\$21,700	\$	\$21,700
2. Government Support** (city, county, schools, etc.)	12,500		12,500
A. CVB Tourism Development			
B. OCA Annual Arts Funding	5,342		5,342
C. Missouri Arts Council	10,331		10,331
3. Program Fees:			
Admissions/Tickets			
Sales of items	700		700
Other			
4. Other Misc. (be specific)			
5. Festival Program	5,500		5,500
6. Artist Booth Fees	35,200		35,200
7. Weekend Income	7,319		7,319
8. Food Vendor Fees	3,000		3,000
TOTAL REVENUE	\$101,592	\$	\$101,592

*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 2020

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		6,500		6,500
Tents, tables, chairs				
Porta potties				
Golf Carts				
Radios				
3. Supplies & Materials				
Awards	600	6,000		6,600
Kid's Art Tent & other supplies		2,000		2,000
4. Travel				
Jurors		350		350
Awards Judges		760		760
5. Promotion and Publicity				
Advertising/Marketing				

Local (in Boone County)		4,500		4,500
Outside Boone County	7,500	2,000		9,500
Printing		9,000		9,000
Postage		2,200		2,200
6. Other (be specific)				
Entertainment	4,400	1,000		5,400
Food expenses: Award Dinner, artist & volunteer lunches		4,500		4,500
Water Bar Cups		3,700		3,700
Rent, utilities, telephone, accounting, insurance, (% of CAL annual costs)		13,082		13,082
Fees & permits		2,300		2,300
Overnight Security		1,200		1,200
TOTAL EXPENDITURES	12,500	89,092		101,592
TOTAL REVENUES (from page 5__)				
		101,592		101,592

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

SIGNATURE PAGE:

Organization Name: Columbia Art League

Primary Contact:

Kelsey Hammond

Email:

kelsey@columbiaartleague.org

Street Address:

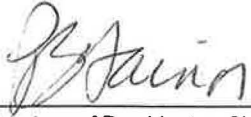
207 S. 9th St.

Columbia, MO Zip: 65201

Phone:

573-443-8838

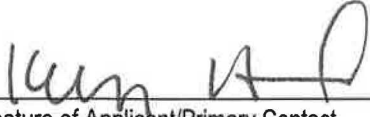
I, the undersigned, do hereby agree to submit all financial documentation regarding TDP expenditures. I further agree that all TDP funds will be used for only those approved items as outlined in this application.



Signature of President or Chair of Organization

9/30/19

Date



Signature of Applicant/Primary Contact

9/30/2019

Date