

CONVENTION AND VISITOR'S BUREAU TOURISM
DEVELOPMENT SPONSORSHIP AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and American Junior Golf Association, Inc., a Non-profit organized in the State of Georgia (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 fifteen thousand dollars (\$ 15,000) 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. 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.
3. 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.
4. 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.

5. 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. This paragraph does not limit other remedies available to the City in the event Grant Recipient breaches this Agreement.

6. Grant Recipient agrees that the CVB and City will be recognized as outlined in Grant Recipient's proposal.

7. 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. If terminated by Grant Recipient, Grant Recipient shall return all grant proceeds.
- c. By Default. Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement.

8. **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.

9. 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:

James O'Brien
Northwest Region Tournament Director
American Junior Golf Association
1980 Sports Club Drive
Braselton, GA 30517

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.

- i. Counterparts and Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
10. 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.

11. 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 on the day and the year of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlon Seewood, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

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.

Matthew Lue, Director of Finance

GRANT RECIPIENT

By signing below I certify that I have the authority to bind the Grant Recipient to the Terms of this Agreement.

By: _____

Printed Name: James Obrien

Title: Regional Director, Northwest

IRS-EIN: 58-1433914

Date: 5/27/22

ATTEST:

Exhibit A

FY2022 TOURISM DEVELOPMENT FUNDING APPLICATION
City of Columbia – Convention & Visitors Bureau Tourism Development Fund
SPORTS DEVELOPMENT (SDF)

Applications must be typed.

Event Name: AJGA Stan Utley and Mid-America Youth Golf Foundation Junior Championship

Event Organizer: American Junior Golf Association

Event Date: July 24 – 28, 2022

Event Location: Country Club of Missouri and The Club at Old Hawthorne

Amount of SDF Requesting: \$15,000

Total Event Cost: \$44,200

Describe in detail how the SDF Funds would be used: The funds will be used to help cover the costs associated with running the event. We will have the following expenses: Tournament Food/Beverage (Players and Parents Cookout, water, fruit, ice, volunteer meals for all tournament days), Junior-Am Expenses (Food, beverage, gifts, greens fees and awards for 20 teams plus juniors), Tournament Gifts & Awards (adidas clothing, imperial caps, McArthur towels plus appreciation, gifts for committee and volunteers, Trophies for champion, plus top five/three for boys/girls runners up, trophies for ties and shipping), Tournament Site Fees, Tournament Operations (Equipment and supplies, IT applications, shipping and postage, medical attendant, printing and paper), Tournament Labor (Intern wages - 65 estimated hours at Federal minimum wage plus time and one-half for O/T hours worked), Staff Lodging, Staff Travel (AJGA interns to travel via fleet vehicles with trailers, F/T staff will fly), Tournament Signage (Banners, signage systems, flags and other first-year costs) and Staff Food.

Will this event be held without tourism development funding?

Yes No – X

Is this a new event?

Yes No – X

Have all required permits, licenses, etc. been secured?

Yes – X No

Have you received tourism development funds before?

Yes – X No

If Yes, how much and when? \$15,000 in 2020 and 2021

Narrative:

- | | |
|----|--|
| 1. | Thoroughly Describe the Event: The event will play host to 84 players (ages 12-19) from across the world between the days of Monday-Thursday. This event will begin with a qualifying event on Sunday, July 25 th that will have up to 78 different players from around the world. Approximately 10% of the qualifier field will earn their way into the main event. On Monday morning, we will host an official practice round for all tournament players. On Monday afternoon, we will host our Junior-Am fundraising event. All net proceeds will be split between the Achieving Competitive Excellence Grant program and a local charity of choice. In 2021, the event benefitted the Boys and Girls Club of Columbia. All players will be in town playing Monday, Tuesday, Wednesday and Thursday. There will not be a cut. After the event we will have a short awards ceremony. We will provide meals for players and parents throughout the week. All players will have the opportunity to interact with Missouri Golf and PGA Tour alumni, Stan Utley. This is a great opportunity for the university to showcase their facilities to AJGA players and parents who are looking to play college golf. |
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2.	How do you plan to market and promote the event to attract visitors from outside Boone County and increase attendance? Our max field will be 84 players for the event and 78 players for our qualifying event. We will have up to 162 players coming to Columbia, MO for this event. All of our fields are filled based on the Performance Based Entry system. All of our fields have extensive waiting lists to get in. Our partners help promote our events (Golf Channel, PGA Tour, etc.). Our website is the main promotion of the event. We have over 10.4 million unique views per year on our website. Our social media numbers continue to increase with our largest following being on Instagram with over 75,000 followers.
3	How will your event increase overnight stays? We are not a stay for play organization. However, we would anticipate at least 80% of our players will stay in a hotel in the area during the event. Our guests will be in a hotel for 4-5 days. We've had kids travel from other countries to play in our events and stay for over a week. In 2021, our fields included players from 14 states and 2 countries. The majority of the field will be filled with players from out of the area who will need to stay in hotels in order to participate.
4.	How many overnight stays do you estimate the event will generate?: $66 \times 5 \text{ nights} = 330$ # of estimated local participants: 8 # of estimated out-of-town participants: 76 # of local friends/family/fans: 50 # of out of town friends/family/fans: 152
5.	Have you contacted local hotels? Yes or No Are you using third-party housing company? Yes or No Is your event "Stay to Play"? Yes or No, but majority of our fields travel in from out of the area and will require a place to stay.
6.	What method will you use to track overnight stays? Tournament registration before the event. We will check numbers with local hotels after the event. We setup room blocks at our host hotel to help keep track of room nights sold.
7.	Will your event increase retail, food & beverage expenditures by out of market visitors and in increase tourism overall? Yes! This event will have a substantial impact on the local economy. 2021's estimated economic impact was \$207,236 (Impact since 2020 has been over \$500,000). Over the long-term we expect this event to generate over \$1 million of economic impact on the local economy.
8.	Have you secured event sponsorships? Edwards Jones has supported the event in 2020 and 2021. We expect them to support in 2022.

- | | |
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| 9. | <p>List any other important factors or issues about this event that you feel we should know about: Our players will come to town early to play additional practice rounds. This is additional revenue for the local economy. We believe this event will not only provide great economic impact to the city of Columbia, however, it is a great way to showcase the University to young kids from across the world. We look forward to getting members of the community involved with the event through various volunteer opportunities and the junior-am portion of the event where local members of the community can play with top junior golfers.</p> |
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TOTAL BUDGET FY 2022
City of Columbia – Convention & Visitors Bureau Tourism Development Fund
SPORTS DEVELOPMENT (SDF).

EVENT BUDGET - R E V E N U E S

Round to the nearest dollar

ORGANIZATION NAME: **American Junior Golf Association**

EVENT NAME: **Stan Utley and Mid-America Youth Golf Foundation Junior Championship**

	1	2	3
REVENUES	CASH	*IN-KIND should net to zero	TOTAL BUDGET (COLUMN 1+2)
1. Direct Support – Sponsorships, Fundraising/Donations, (list in-kind below*)	\$30,000	\$	\$
2. Government Support** (city, county, schools, etc.) (This includes tourism development funds.)	\$15,000		
A.			
B.			
C.			
3. Program Fees:			
Admissions/Tickets			
Sales of items			
Other			
4. Other Misc. (be specific)			
5.			
6.			
TOTAL REVENUE	\$45,000	\$	\$

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

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

EVENT BUDGET continued, - EXPENDITURES
SPORTS DEVELOPMENT (SDF)

Round to the nearest dollar

ORGANIZATION NAME: American Junior Golf Association

EVENT NAME: AJGA Stan Utley and Mid-America Youth Golf Foundation Junior Championship

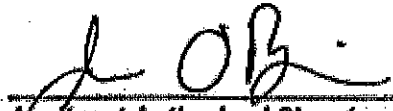
EXPENDITURES (Itemize items in excess of \$100.00)	CASH Tourism Development Funds (only include the amount of your request)	CASH Other (minus tourism development fund request)	*IN-KIND should net to zero	TOTAL
1. Personnel				
Food		1,900		
Lodging and Travel		8,700		
Administrative – support staff		5,100		
Other				
2. Equipment Rental				
Site Fees	6,000	500		
Junior Am Fees	4,000	800		
3. Supplies & Materials				
Awards		780		
Pro Am Gifts		5,100		
4. Food and Beverage	5,000	600		
5. Promotion and Publicity				
Advertising/Marketing				
Local (in Boone County)				
Outside Boone County				
Printing				
Postage				
6. Other (be specific)				
Laundry & staff activities		320		
Photos, clipping, printing		2,400		
signage, printing		1,000		

Medical assistant		2,000		
TOTAL EXPENDITURES	16,000	28,200		44,200
TOTAL REVENUES (from page _____)	45,000			

*In-kind should net to zero

SIGNATURE/DISCLAIMER

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


 Applicant Authorized Signature

5/9/22
 Date

Print Name: James O'Brien

Title: Regional Director, Northwest

Email: jobrien@ajga.org

Legal name of Organization: American Junior Golf Association

Name of Organization President/or Chair of Board: James E. Nugent III

Address: 1980 Sports Club Drive

Phone: (816) 244-4058

Email: jobrien@ajga.org

Web Site: www.ajga.org

Federal ID Number (required): 58-1433914

This organization is: Independently chartered

Private

Non-Profit X

Other (please describe) ☐: