

CONVENTION AND VISITOR'S BUREAU TOURISM
DEVELOPMENT SPONSORSHIP AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and The 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. 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, Grant Recipient 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:
University of Missouri
Show-Me STATE GAMES
1400 Rock Quarry Road, Entrance 5
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.

- 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'Carlton Seewood, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
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: _____

Title: _____

IRS-EIN: _____

Date: _____

ATTEST:

FY2024 Tourism Development Application
Signature Series Events

EVENT NAME: Show-Me State Games

EVENT ORGANIZER: Show-Me State Games

EVENT DATES: June 6-9, July 19-21 and July 26-28, 2024

Please provide detailed answers to the following questions:

1. Describe in detail how CVB Tourism Development funds will 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 more than 40,000+ participants and spectators to Columbia throughout the year. The Games will be hosting their 40th games in Columbia this summer.

The Tourism Development Signatures Series funds would be used to help offset expenses associated with the 2024 Show-Me STATE GAMES and Missouri State Senior Games, which include site fees, medals/awards, advertising and officials.

2. How many overnight stays does your event generate and how do you determine this?

In 2023 we generated approximately 5,323 overnight stays during our summer Games. During check-in, we have all team sports fill out hotel information cards to determine the number of overnight stays we generate.

We do not collect information on hotel stays at registration for individual sports, many of which span over several days (track and field, bowling, tennis, swimming, etc). 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 June and November, three youth basketball events, as well as a volleyball tournament, generated an additional 802 overnight stays, making our year-round total 6,110. This represents a 7% increase from the previous year.

3. What was the attendance of last year's event and what method did you use to determine this?

During the summer, the Show-Me STATE GAMES had 15,499 athletes and estimated one spectator per athlete. Overall attendance was approximately 30,998.

Including additional fundraisers, the year-round total was 20,208 athletes and estimated one spectator per athlete, meaning we had approximately 40,416 people involved in our 2023 events.

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.

4. How many years has your event been held?

This summer, the Games will be celebrating its 40th year. All games have been held in Columbia.

5. How are you marketing your event? Complete & attach the Marketing Grid.

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 also appear on television and radio programming to promote the GAMES. In 2023, we had coverage from more than 50 outlets throughout the state, enhanced greatly this year through our six-city Torch Run which made stops and generated exposure in St. Louis, St. Joseph, Hannibal, Springfield, St. Charles and Columbia.

6. What method do you use to attract sponsors? Attach your sponsorship plan.

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

2024 EVENT BUDGET - I N C O M E
TOURISM DEVELOPMENT FUND - Signature Series Event

Event Name: **Show-Me State Games**

Organization Name: **Show-Me State Games**

	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*)	\$ 286,381	\$ 227,500	\$ 513,881
2. Government Support** (city, county, schools, etc.)	\$ 20,000		\$ 20,000
A. CVB Tourism Development			
B. Boone County Commission	\$ 18,000		\$ 18,000
C. City of Columbia	\$ 28,000		\$ 28,000
3. Program Fees: Admissions/Tickets	\$ 308,843		\$ 308,843
Sales of items	\$ 29,931		\$ 29,931
Other – Fundraising Tournaments	\$ 104,474		\$ 104,474
4. Other Misc. (be specific)			
5. Patrons	\$ 17,200		\$ 17,200
6.			
TOTAL REVENUE	\$ 812,628	\$ 227,500	\$ 1,040,329

*In-kind good or service anticipated	Source of donation	Estimated value
Print Products	Walsworth Publishing	\$50,000
Radio Production / Advertising	Benne Radio Group	\$37,500
TV Production / Advertising	KOMU-TV8	\$50,000
EMS / Trainer	UMC Healthcare	\$25,000
Facilities	Columbia College	\$3,500
Facilities Rental / Staffing	Columbia Parks and Rec	\$49,000
Facilities	Columbia Public Schools	\$12,500

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

EVENT BUDGET - EXPENSES
TOURISM DEVELOPMENT FUND - Signature Series Event

Event Name: **Show-Me State Games**

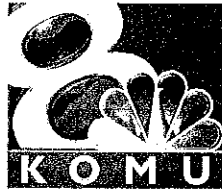
Organization Name: **Show-Me State Games**

EXPENSES: (itemize items in excess of \$100.00)	CASH Tourism Development Funds	CASH Other	*IN-KIND should net to zero	TOTAL
1. Personnel		\$ 316,649		\$ 316,649
Artistic - Benefits		\$ 109,245		\$ 109,245
Technical				
Administrative				
Other - Medical			\$ 25,000	\$ 25,000
2. Equipment Rental				
Facilities		\$ 53,314	\$ 65,000	\$ 118,314
Equipment		\$ 4,253		\$ 4,253
3. Supplies & Materials				
Awards - 25%	\$5,000			\$5,000
Site Fees - 25%	\$5,000			\$5,000
Officials - 25%	\$5,000			\$5,000
Advertising - 25%	\$5,000			\$5,000
4. Travel		\$ 2,207		\$ 2,207
5. Promotion and Publicity				
Advertising/Marketing		\$ 7,845	\$ 137,500	\$ 145,345
Local (in Boone County)				
Outside Boone County				
Printing		\$ 4,584		\$ 4,584
Postage		\$ 5,423		\$ 5,423
6. Other (be specific)				
Telephone		\$ 3,945		\$ 3,945
Professional Services		\$ 113,753		\$ 113,753
Computer Services		\$ 11,535		\$ 11,535
Fundraisers		\$ 43,559		\$ 43,559
Credit Card Expenses		\$ 5,756		\$ 5,756
Misc		\$ 18,085		\$ 18,085
TOTAL EXPENDITURES	\$ 20,000	\$ 700,153	\$ 227,500	\$ 947,653
TOTAL REVENUES (from page 5)		\$ 812,628	\$ 227,500	\$ 1,040,329

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

	Show-Me STATE GAMES Missouri State Senior Games Budget for the 2022-23 Fiscal Year October 1, 2022 - September 30, 2023			Show-Me STATE GAMES Missouri State Senior Games Budget for the 2021-22 Fiscal Year October 1, 2021 - September 30, 2022			Show-Me STATE GAMES Missouri State Senior Games Budget for the 2020-21 Fiscal Year October 1, 2020 - September 30, 2021			Show-Me STATE GAMES Missouri State Senior Games Budget for the 2019-20 Fiscal Year October 1, 2019 - September 30, 2020		
	SMSG	MSSG	TOTAL	SMSG	MSSG	TOTAL	SMSG	MSSG	TOTAL	SMSG	MSSG	TOTAL
REVENUE												
Entry Fees	\$283,763	\$25,080	\$308,843	\$253,281	\$21,433	\$274,714	\$213,669	\$24,051	\$237,720	\$11,956	\$10,521	\$22,477
Merchandising	\$29,931		\$29,931	\$20,717		\$34,929	\$21,241		\$21,241	\$12,188		\$12,188
Fund Raisers	\$104,474		\$104,474	\$115,359		\$101,147	\$62,758		\$62,758	\$84,204		\$84,204
Advertising	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
Sponsorship	\$286,381	\$0	\$286,381	\$348,788	\$0	\$348,788	\$345,130	\$0	\$345,130	\$263,462	\$0	\$263,462
Patrons	\$17,200		\$17,200	\$7,050		\$7,050	\$8,950		\$8,950	\$12,000		\$12,000
Miscellaneous	\$161		\$161	(\$692)		(\$692)	(\$3,671)		(\$3,671)	\$708		\$708
TOTAL	\$721,911	\$25,080	\$746,991	\$744,504	\$21,433	\$765,937	\$648,077	\$24,051	\$672,128	\$384,517	\$10,521	\$395,038
EXPENSES												
Salaries	\$316,649		\$316,649	\$296,933		\$296,933	\$252,807		\$252,807	\$238,530		\$238,530
Benefits	\$109,245		\$109,245	\$106,710		\$106,710	\$96,608		\$96,608	\$89,247		\$89,247
Travel	\$2,207	\$0	\$2,207	\$4,236	\$138	\$4,374	\$1,131	\$1,183	\$2,314	\$6,542	\$44	\$6,586
Postage	\$4,839	\$584	\$5,423	\$8,429	\$735	\$9,164	\$9,010	\$549	\$9,559	\$9,252	\$817	\$10,069
Telephone	\$3,945		\$3,945	\$2,277		\$2,277	\$3,085		\$3,085	\$2,475		\$2,475
Advertising	\$7,845		\$7,845	\$5,304		\$5,304	\$3,252		\$3,252	\$5,741		\$5,741
Rent/Lease Facilities	\$51,055	\$2,258	\$53,314	\$42,098	\$3,088	\$45,186	\$32,999	\$1,449	\$34,448	\$0	\$0	\$0
Rent/Lease Arena	\$0		\$0	\$11,342		\$11,342	\$0		\$0	\$0		\$0
Rent/Lease Equipment	\$4,253	\$0	\$4,253	\$3,245	\$360	\$3,606	\$1,950	\$2,456	\$4,406	\$0	\$0	\$0
Reproduction	\$2,805	\$1,780	\$4,584	\$76	\$0	\$76	\$266	\$1,509	\$1,775	\$857	\$225	\$1,082
Supplies/Services	\$39,057	\$7,257	\$46,314	\$70,173	\$5,921	\$76,094	\$27,358	\$550	\$27,908	\$40,544	\$2,914	\$43,458
Other Professional Services	\$109,893	\$3,860	\$113,753	\$97,808	\$2,725	\$100,533	\$85,370	\$8,755	\$94,125	\$144	\$2,674	\$2,818
Merchandising Expenses	\$19,656		\$19,656	\$10,416		\$10,416	\$4,023		\$4,023	\$7,751		\$7,751
Miscellaneous credit card charges	\$5,756		\$5,756	\$5,090		\$5,090	\$4,358		\$4,358	\$2,286		\$2,286
Computer Services	\$9,030	\$2,505	\$11,535	\$14,202	\$3,179	\$17,381	\$8,190	\$3,120	\$11,310	\$10,694	\$0	\$10,694
AWYL	\$6,579		\$6,579	\$5,135		\$5,135	\$0		\$0	\$0		\$0
Miscellaneous	\$18,085		\$18,085	\$18,120		\$18,120	\$13,565		\$13,565	\$2,446		\$2,446
Torch run	\$0		\$0	\$0		\$0	\$0		\$0	\$125		\$125
Opening Ceremonies	\$6,767		\$6,767	\$6,872		\$6,872	\$6,164		\$6,164	\$0		\$0
Fundraisers	\$43,559		\$43,559	\$34,795		\$34,795	\$32,597		\$32,597	\$41,132		\$41,132
Merchandising Inventory	\$0		\$0	(\$281)		(\$281)	\$2,006		\$2,006	\$0		\$0
VIP Reception	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
Institutional Support / Debt	\$26,761	\$828	\$27,589	\$5,775		\$5,775	\$0		\$0	\$0		\$0
TOTAL EXPENSES	\$787,987	\$19,071	\$807,059	\$748,754	\$16,145	\$764,899	\$584,738	\$19,571	\$604,309	\$457,766	\$6,675	\$464,440
BALANCE	(\$66,076)	\$6,009	(\$60,068)	(\$4,250)	\$5,288	\$1,038	\$63,339	\$4,480	\$67,819	(\$73,248)	\$3,847	(\$69,402)
Participants			20,200			19,338			18,049			4,781
Events			56			55			57			8

PRINCIPAL SPONSORS



MAJOR SPONSORS



PRINCIPAL SPONSORS



SIGNATURE PAGE:

Legal Name of Organization: **Show-Me State Games**

Primary Contact: David Fox

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

Email: foxdg@missouri.edu

Street Address: 1400 Rock Quarry Road, Entrance 5

Columbia, MO Zip: 65211

Phone: 573-882-2101

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.



03/22/2024

Signature of President or Chair of Organization

Date



03/22/2024

Signature of Applicant/Primary Contact

Date