

CONVENTION AND VISITOR'S BUREAU TOURISM
DEVELOPMENT SPONSORSHIP AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Great Rivers Council, Incorporated, Boy Scouts of America, a Benevolent 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 Twenty Five Thousand Dollars (\$ 25,000.00) 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, 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:

Great Rivers Council, Inc., Boy Scouts of America
6081 Van Horn Tavern Road
Columbia, MO 65203
Attn: Greg Baker
Development Director

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: _____ *ans*
De'Carlton 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: *Gregory A Baker*

Printed Name: GREGORY A. BAKER

Title: Development Director

IRS-EIN: _____

Date: 8/2/22

ATTEST:

presented to the media or otherwise disseminated or published concerning the project. Failure to comply with this requirement may affect applicant's funding.

FY2022 ATTRACTION DEVELOPMENT FUND APPLICATION
City of Columbia – Convention & Visitors Bureau Tourism Development Program

Applicant Organization: Boy Scouts of America Great Rivers Council

Attraction Name: Scouting Adventure Center

Attraction Location: 6081 West Van Horn Tavern Road

Attraction Start & Completion Date: Move started May 1, 2022. Anticipated completion date Spring 2023

Please answer the following questions in the space provided.

1.	<p>What is the total cost of the attraction? \$5,250,000</p>
2.	<p>What is the amount you are requesting from the Attraction Development Fund? \$25,000</p>
3.	<p>How will these funds be used? (be specific) How do you want them used? The Convention and Visitors Bureau would be the named sponsor of the kinetic art sculpture which would be utilized to attract attention to the location of the Scouting Adventure Center off of I-70 and be an iconic spot to take photos to share and memorialize a visit to the center. Sculptor Michael Mistler would create wind motion art of the fleur de lis. -or- The Convention and Visitors Bureau would be the named sponsor of a program arena focused on Audio/Visual & Design. Topics to be taught include Animation, Communication, Graphic Arts, Moviemaking, Photography and music production. Funds would be used for learning materials and equipment to be utilized by attendees such as a green screen, photography equipment, movie equipment, recording studio equipment, and design software. One project of the AVD arena will be to record all the fun activities happening in the center for promotional use on social media.</p>
4.	<p>Has the organization received tourism development funds before? If yes, how much and when? NO.</p>
5.	<p>Describe the proposed attraction clearly and concisely, including location and hours of operation: 6081 Van Horn Tavern Road. Open for activities and programs as planned. The Aim of the Scouting Adventure Center is fun with a purpose. To enhance the educational opportunities for young people, the Scouting Adventure Center will provide place-based learning with specific program areas focused on fostering excitement to learn. We have plans for modular systems designed to allow an incredible variety of activities to come to life in this unique facility. Those activities will help youth build skills that will serve them throughout their lives enhance their self-confidence, motivation, and self-esteem.</p>

	<p>The Scouting Adventure Center's constant attraction is a 28'x54' climbing wall. Modular program areas will include an Audio, Visual & Design Studio, Engineering & Programming Area, Health & Safety Arena, Science & Nature Arena, Outdoor Cooking, and Archery and BB gun ranges.</p> <p>Scouts and their families will travel many miles for unique Scouting opportunities. As any parent traveling for their youth's weekend activities, Scout parents will buy food from restaurants, shop in stores and stay in hotels.</p> <p>Traditionally, the outdoors and camping are a Scouts operational classroom. Facilities like the Scouting Adventure Center offer unique and rare opportunities to interact with new programs as well as be trained in the basics. However the center will not have overnight facilities, so Scouts participating in weekend activities at the center will need to use local, overnight accommodations.</p>
6.	<p>What is the project time line? Include start and end dates and major project milestones and/or activities: May 2022 – The Great Rivers Council offices and Scout Shop move to the Scouting Adventure Center September 2022 – Indoor Climbing Wall Completed December 2022 – Engineering and Computers, Audio/Visual, Science and Nature, Health and Safety Arenas Complete Spring 2023 – Outdoor Cooking Facility, Gardening, Games and Targets Arenas complete</p> <p>Throughout the above timeline youth, educators, community leaders and volunteers will be invited to participate in special events. Once completion, regularly scheduled events with community organizations and Scouts from all over the Midwest will be the norm.</p>
7.	<p>What is the operational plan for the attraction and/or enhancement?</p> <p>Just as the Great Rivers Council provides successful programs attracting Scouts and their families to the Mizzou Merit Badge University, State Tech Merit Badge University and our own Lake of the Ozarks Scout Reservation, we will plan programs which attract families from multiple states to the Scouting Adventure Center.</p> <p>Regular programs in the previously mentioned arenas will be planned for Scouts in the Great Rivers Council, which covers 33 counties in Missouri. Special programs will be planned for weekends so that Scouts from St. Louis, Kansas City, Kansas, Illinois, Iowa, Nebraska and other neighboring states can attend.</p> <p>Programs offered will be specific. One weekend the program floor will be set up for and focus on Engineering and Programming, next time Scouts will come to a floor filled with Health and Safety learning materials. There will be only one static display, the climbing wall... and with 12 routes that can be changed up, that activity will not become boring quickly. The center will not be a one and done visit, Scouts will want to return due to the variety of activities offered.</p> <p>The Scouting Adventure Center will be open to many organizations in addition to Scouts such as schools, churches, youth organizations or advocacy groups, and businesses.</p>
8.	<p>Describe how the project will complement existing tourism efforts or open a new visitor market and generate/increase overnight visitation, length of stay and tourism expenditures. Include methods used to track this:</p> <p>Annually the Great Rivers Council hosts the Mizzou Merit Badge University which attracts over 1200 Scouts and their families to Columbia to earn Merit Badges on an away game weekend in the fall. The Scouting Adventure Center will build upon Scouts visiting Columbia and our camp.. We already have a reputation in the Midwest for offering one of a kind opportunities to Scouts at the Lake of the Ozarks Scout Reservation. There, 3500 Scouts and their families summer camp from up to 17 different states. Our Camp is considered a destination camp by Scouts from outside of the Great Rivers Council because of the uniqueness we provide. By offering Scouts uniquely fun opportunities to earn merit badges or play in cohesive unit building activities, Scout parents and volunteer leaders will register to attend and drive their kids to Columbia to participate. You</p>

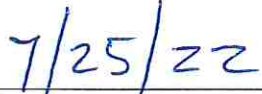
	<p>are likely familiar with kids in competitive sports, and their parents paying to go play sports somewhere else. Scout parents have the same desire for their children to participate and experience new things. Scout parents also have incomes and plan travel. Scout parents rent hotel rooms, purchase food, purchase gas, and Scout parents shop when they travel.</p> <p>We know this because we have been attracting Scouts, their parents and volunteers to the Lake of the Ozarks Scout Reservation since 1965 and have seen first time camp visitors turn into second home owners after we introduced them to the Lake area.</p> <p>No other Boy Scouts of America Council in Missouri has a Scouting Adventure Center. Our mid-state location on I-70 will attract Scouts and their parents to Columbia. Scout parents will spend money just like a ball sport parent spends money.</p>
9.	<p>Have you researched similar attractions in Missouri or other states? If so, describe your findings:</p> <p>The Northern Star Council in Minneapolis runs Base Camp. The Denver Area Council runs Colorado Adventure Point. Both facilities are busy with visitors from across their states and beyond.</p>
10.	<p>List all sources of current funding, pledged funding, including in-kind. Documentation for pledges or loans must include commitment letters specifying the amount, terms & conditions: (If sources are to remain anonymous, simply state so and list amounts only.)</p> <p>At this time funding is secured regarding...</p> <p>The building was donated by Larry and Brenda Potterfield, founders of MidwayUSA.</p> <p>The climbing was funded by Veterans United Foundation and Dr. Alan Hillard.</p> <p>An Outdoor Cooking Pavilion contribution came from Don Harter.</p>
11.	<p>Application Attachments:</p> <ul style="list-style-type: none"> - Include a detailed budget for the attraction, or attraction enhancement. - For building construction or renovation, include copies of contractors' bid. - For land and/or building acquisition, include a copy of the appraisal and purchase option or agreement.

SIGNATURE/DISCLAIMER

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



Date

Print Name: Greg Baker

Title: Development Director

Phone: 573-449-2561

Email: Greg.Baker@scouting.org

Name of Primary Contact & Email: (if different than above):

Legal name of Organization: Boy Scouts of America Great Rivers Council

Name of Organization President/or Chair of Board: Richard Mendenhall

Address: 6081 Van Horn Tavern Road, Columbia MO 65203

Phone: 573-449-2561

Email: Great.RiversCouncil@scouting.org

Web Site: www.grcbsa.org

Federal ID Number (required):430655866.

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

Item	Cost Per Unit	Quantity	Total Cost	Source	Purpose
Adobe Creative Cloud All Apps (Software) - includes pro, photoshop, illustrator, animate, etc.	\$719.88/yr per license	10	\$7,198.80	Adobe	General software for movie editing, animation, visual art, etc.
2021 Apple 10.2-inch iPad (Wi-Fi, 64GB)	\$309	10	\$3,909	Amazon	Ipads for filming movies, taking pictures, etc.
Gimbal Stabilizer for Smartphone, 3-Axis Phone Gimbal for Android and iPhone 13,12,11 PRO, Stabilizer for Video Recording with Face/Object Tracking, 600 °Auto Rotation	\$99.00	12	\$1,188.00	Amazon	Stabilizers are used for doing tracking and motion shots. They help to prevent the shakiness when filming tracking and motion shots.
NEEWER 2.6m x 3m / 8.5ft x 10ft Background Support System and 800W 5500K Umbrellas Softbox Continuous Lighting Kit for Photo Studio Product,Portrait and Video Shoot Photography	\$217.99	2	\$435.98	Amazon	Green Screen and light set for photography and moviemaking - intro kit for beginners
Sawgrass SG500 Sublimation Printer	\$574.00	1	\$574.00	Johnson Plastics Plus	Printer utilized for high-quality graphic design - posters, etc.
RoyalPress 15" x 15" Color LED Industrial-Quality Digital Sublimation Heat Transfer Machine T-Shirt Heat Press Machine, 15" x 15", Black	\$179.99	1	\$179.99	Amazon	T-Shirt press for graphic arts
4K Video Camera Camcorder UHD 48MP WiFi IR Night Vision Vlogging Camera for YouTube Touch Screen 16X Digital Zoom Camera Recorder with Microphone, Handheld Stabilizer, Lens Hood, Remote,2 Batteries	\$150	10	\$1,500	Amazon	Video camera for beginners
Amazon Basics 50-inch Lightweight Camera Mount Tripod Stand With Bag	\$14	10	\$143	Amazon	Tripods for video cameras
PRORECK Party 12 12-Inch 1000 Watts 2-Way Powered PA Speaker System Combo Set with Bluetooth/USB Drive Read Function/SD Card Reader/FM Radio/Remote Control/Speaker Stand	\$255.99	1	\$255.99	Amazon	Sound system
LimoStudio 32" 5-in-1 Disc Reflector, 5 Colors White, Black, Silver, Gold, Translucent, Photo Studio Light Stand, Clamp Clip Holder Light Stand Mount Bracket with Umbrella Reflector Holder, AGG2914	\$51.90	2	\$103.80	Amazon	Light reflectors for photography & moviemaking
Projector Screen and Stand,JWSIT 120 inch Outdoor Movie Screen-Upgraded 3 Layers PVC 16:9 Outdoor Projector Screen,Portable Video Projection Screen with Carrying Bag for Home Theater Backyard	\$169.99	2	\$339.98	Amazon	Projector screen with stand
1080P HD Projector, WiFi Projector Bluetooth Projector, FANGOR 230" Portable Movie Projector with Tripod	\$189.98	2	\$379.96	Amazon	Projector
Neewer 2 Packs Dimmable Bi-Color 480 LED Video Light and Stand Lighting Kit Includes: 3200-5600K CRI 96+ LED Panel with U Bracket, 75 inches Light Stand for YouTube Studio Photography, Video Shooting	\$150.39	2	\$300.78	Amazon	Lighting for video recording/photography
Canon EOS 4000D DSLR Camera with 18-55mm f/3.5-5.6 Zoom Lens, 64GB Memory,Case, Tripod and More (28pc Bundle)	\$499.00	10	\$4,990.00	Amazon	Camera with lens kits
Universal Audio Volt 276 Pack: 2-in/2-out USB-C Audio Interface with 2 Preamps, 24-bit/192kHz AD/DA, Built-in FET Compressor, MIDI I/O, Large-diaphragm Condenser Microphone, Headphones, and Software Bundle - Mac/PC/iOS	\$429.00	1	\$429.00	Sweetwater	Basic music recording equipment set plus software
XIAOSTAR Light Box Drawing A4,Tracing Board with Brightness Adjustable for Artists, Animation Drawing, Sketching, Animation, X-ray Viewing	\$28.93	10	\$289.30	Amazon	lighted tracing board for animation drawings
Bachmore 9"x12" Artist's Tracing Paper Pad, 75 Sheets – Translucent Tracing Paper for Pencil, Marker and Ink - Trace Images, Sketch, Preliminary Drawing, Overlays 32 LB / 50 GSM	\$8.99	10	\$89.90	Amazon	Tracing paper for drawing animations
Amazon Basics Sketch and Drawing Art Pencil Kit - 17 Piece Set	\$6.45	10	\$64.50	Amazon	Pencil kit for drawing
COLOUR BLOCK 181 pc Mixed Media Art Set in Wooden Case - Soft & Oil Pastels, Acrylic & Water color Paints, Sketching, Charcoal & Colored Pencils and Tools - Professional Art Set for All Artists	\$99.95	10	\$999.50	Amazon	Art kit to teach Art merit bade
Epson Velvet Fine Art Paper (8.5x11 Inches, 20 Sheets)	\$21.29	25	\$532.25	Amazon	High quality paper for painting
Total			\$23,903.73		