

AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Missouri Basketball Coaches Association, 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 (\$10,000.00). 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:

Missouri Basketball Coaches Association
c/o Registered Agent Neal G. Hook
2365 West Katella Street
Springfield, Missouri 65807

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 *NT*

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:

2019 TOURISM DEVELOPMENT FUNDING APPLICATION
City of Columbia – Convention & Visitors Bureau Tourism Development Fund
Festivals & Events (TDFE) and Sports Development (SDF)

Event Name: **Norm Stewart Classic “48 Hours of High School Basketball”**

Event Start Date: **November 30, 2018**

Event End Date: **December 3, 2018**

Event Location: **Columbia College, Columbia, Mo**

Total Event Cost: **\$155,000**

Amount Requested: **\$10,000**

Describe how the funds will be used: **Lodging, Transportation, Advertising**

	Last Fiscal Year	Current Fiscal Year	Next Fiscal Year
Organization’s Operating Income	\$240,000.00	\$227,000.00	
Organization’s Operating Expenses	\$195,000.00	\$220,000.00	

- Did you submit a draft application for early review by CVB staff? X Yes No
- Did you meet or correspond individually with CVB staff about your application? X Yes No
- Will this event be held without tourism development funding? X Yes No
- Is this a new event? Yes X No
- Have all required permits, licenses, etc. been secured? X Yes No
- Have you received tourism development funds before? X Yes No
- If Yes, how much and when? We received \$10,000 in FY2017 and last year.

(Narrative:)

1.	Briefly Describe the Event: Playing 24 High School Varsity Basketball games every 2 hours beginning 6 pm Friday Nov 30 while finishing Sunday Dec 2 at 6 pm. Thus, “48 Hours of High School Basketball”. The event will be streamed on ESPN 3 as well as being shown on selected over the air TV stations across the state.
2.	How do you plan to market and promote the event to attract visitors from outside Boone County and increase attendance? Press Conference (Print/TV), Tip-Off Banquet, NSC Website and Social Media. Promote other events going on in Columbia to teams, parents and fans as well as being on the CVB website.
3.	How will your event increase overnight stays? Parents, relatives of players and coaches along with H. S. Basketball fans that are interested in seeing multiple games. Promote staying in Columbia for the entire event.
4.	How many overnight stays do you estimate the event will generate? Approx. 400 24Teams x 8 = 192 + 25 (media) + 15 (workers/MBCA) + 200 (Family/Fans) – Total = 432
5.	Have you contacted local hotels? Yes - Holiday Inn Executive Center

6.	What method will you use to track overnight stays? Rate code from hotels as well as a Coaches' survey on hotel use for their team, fans and school.
7.	Will your event increase retail, food & beverage expenditures by out of market visitors and in increase tourism overall? Yes, because of the 600 players (48 Teams), their parents and fans in attendance in Columbia needing food and a lot needing lodging which will depend on their team's schedule.
8.	Have you secured event sponsorships? We are in the process of soliciting sponsorships. Norm Stewart is leading this effort. (See attached list of current sponsorships.)
9.	List any other important factors or issues about this event that you feel we should know about: This year's Norm Stewart Classic will be the tenth Classic since being started by Gary Filbert. What is fantastic about the Classic is the "48 Hour" format, which began in 2016, this event in its present format has potential for tremendous growth in the future; we reached this conclusion due to the very positive feedback that was received during and after the event from all those involved as well as from fans. Also, we presently are in discussions with the University of Missouri about taking this event to Mizzou Arena in December 2019 which we believe will happen. What is exciting, NSC will involve over 600 kids along with their Coaches, Administrators, Parents and Fans over a two and half day period to enjoy Columbia and its amenities. With this event being on ESPN3 along with numerous other over the air TV stations, the free publicity Columbia along with Columbia College will receive, is something we can't put a price tag on. What really makes this event special is the personal involvement of Coach Stewart in planning the Classic from start to finish.

TOTAL BUDGET FY 2019

City of Columbia – Convention & Visitors Bureau Tourism Development Fund
Festivals & Events (TDFE) and Sports Development (SDF)

EVENT BUDGET DESCRIPTION - R E V E N U E S

ORGANIZATION NAME: **Missouri Basketball Coaches Association**

EVENT NAME: **Norm Stewart Classic "48 Hours of High School Basketball"**

	1	2	3
REVENUES	CASH	*IN-KIND should net to zero	TOTAL BUDGET (COLUMN 1+2)
1. Direct Support – Sponsorships, Fundraising/Donations (document in-kind*)	\$114,000	\$720	\$114,720
2. Government Support** (city, county, schools, etc.)			
A. Convention Center & Visitors Bureau	\$10,000		\$10,000
B.			
C.			
3. Program Fees:			
Admissions/Tickets	\$13,500		\$13,500
Program Sales	\$500		\$500
Ad sales; Program	\$1,000		\$1,000
4. Other Misc. (be specific)			
5.			
6.			
TOTAL REVENUE	\$139,000.00	\$720.00	\$139,720.00

*In-kind good or service anticipated	Source of donation	Estimated value
Awards	Red Weir	\$720.00
		\$
		\$

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

EVENT BUDGET DESCRIPTION continued, - EXPENDITURES
Festivals & Events (TDFE) and Sports Development (SDF)

ORGANIZATION NAME: Missouri Basketball Coaches Association

EVENT NAME: Norm Stewart Classic "48 Hours of High School Basketball"

EXPENDITURES (itemize items in excess of \$100.00)	CASH Tourism Development Funds	CASH Other	*IN-KIND should net to zero	TOTAL
1. Personnel				
Event workers/not Columbia College		\$2,000		\$2,000.00
Insurance		\$600		\$600.00
Administrative/Fundraising		\$7,000		\$7,000.00
2. Game Day Operations				
Media		\$65,000		\$65,000.00
Security		\$4,000		\$4,000.00
Game Officials		\$4,000		\$4,000.00
Hospitality/Player's Pizza		\$6,000		\$6,000.00
Athletic Trainers		\$1,500		\$1,500.00
C. C. Labor/Housekeeping		\$12,000		\$12,000.00
Miscellanies		\$1,700		\$1,700.00
3. Supplies & Materials				
Awards & Gifts		\$780	\$720	\$1,500.00
Apparel		\$5,500		\$5,500.00
4. Travel/Lodging				
Lodging	\$4,200	\$13,258		\$17,458.00
Travel	\$1,500			\$1,500.00
5. Promotion and Publicity				
Advertising/Marketing/Printing	\$4,300			\$4,300.00
Banners & signs		\$145		\$145.00
Postage/Etc.		\$100		\$100.00
6. Tip-Off Banquet		\$5,000		\$5,000.00
Coaches Vs Cancer Donation		TBD		TBD
Special Olympics Mo. Donation		TBD		TBD
TOTAL EXPENDITURES	\$10,000.00	\$128,583.00	\$720.00	\$139,303.00
TOTAL REVENUES (from page 3)	\$10,000.00	\$129,000.00	\$720.00	\$139,720.00

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.

Denny Hunt 
Applicant Authorized Signature

9/7/18
Date

Print Name: Denny Hunt

Title: MBCA Executive Director

Email: dennyhunt@mobca.org

Name of Primary Contact & Email: (if different than above): dvhunt30@yahoo.com (use this email if above email isn't working)

Legal name of Organization: Missouri Basketball Coaches Association

Name of Organization President/or Chair of Board: Denny Hunt

Address: 2365 W Katella St, Springfield, Mo. 65807

Phone: 417-849-4215

Email: dennyhunt@mobca.org

Web Site: www.mobca.org

Federal ID Number (required): 27-3628934

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