

CONVENTION AND VISITOR'S BUREAU TOURISM  
DEVELOPMENT SPONSORSHIP AGREEMENT

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

Missouri Basketball Coaches Assn  
2365 W. Katella Street  
Springfield, MO 65807  
Attn: Denny Hunt

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 *JM*

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

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

**Event Date: December 6, 7, & 8**

**Event Location: Mizzou Arena - University of Missouri**

**Event Organizer: Missouri Basketball Coaches Association**

**Total Event Cost: \$146,500.00**

**Amount of SDF Requesting: \$10,000.00**

**Describe in detail how the SDF Funds would be used: Lodging, Transportation, Advertising, Gifts for Players and Coaches.**

	Last Fiscal Year	Current Fiscal Year	Next Fiscal Year
Organization’s Operating Income	\$227,000.00	\$255,000.00	
Organization’s Operating Expenses	\$220,000.00	\$248,000.00	

Will this event be held without tourism development funding?  Yes  No

Is this a new event?  Yes  No

Have all required permits, licenses, etc. been secured?  Yes  No

Have you received tourism development funds before?  Yes  No

If Yes, how much and when? **We received \$10,000 in 2017 & 2018.**

**Narrative:**

1.	<p><b>Briefly Describe the Event: “48 Hours of High School Basketball” – 47 teams, playing 24 High School Varsity Basketball games every 2 hours beginning 5:00 pm Friday, December 6 through Sunday, December 8 at 5:00pm. (See attached schedule with list of participating teams.)</b></p> <p><b>The event will be streamed on ESPN3 as well as being shown on selected over the air TV stations across the state. This year for the first time, we’ll have two games on ESPNU live on Saturday morning.</b></p>
2.	<p><b>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 Luncheon NSC Website and social Media as well as being on the CVB website. This year for the first time, NSC advertisement is being printed on the back of Pepsi delivery trucks traveling throughout the area.</b></p>
3.	<p><b>How will your event increase overnight stays? Parents, relatives of Players and Coaches along with Basketball fans that are interested in seeing multiple games; promote staying in Columbia.</b></p>

4.	<p>How many overnight stays do you estimate the event will generate? (# of rooms x # of nights)</p> <p><b>Anticipated NSC room needs: 24 Teams x 8 = 192 + 25 Media + 200 (Family/Fans) – Total = 417</b></p> <p># of estimated local participants:  # of estimated out-of-town participants:  # of local friends/family/fans:  # of out of town friends/family/fans:</p>
5.	<p>Have you contacted local hotels? <b>Yes, Holiday Inn Executive Center which will be our host hotel.</b></p>
6.	<p>What method will you use to track overnight stays? <b>We'll know how many rooms we will be using and checking with our host hotel to get a number of rooms used by parents etc, we have found it difficult to determine the number of stays at other hotels.</b></p>
7.	<p>Will your event increase retail, food &amp; beverage expenditures by out of market visitors and in increase tourism overall? <b>Yes, because of the 600 players (47 Teams), their parents and fans in attendance will be needing food and a lot needing lodging which will depend on their team's game schedule.</b></p>
8.	<p>Have you secured event sponsorships? <b>We are in the sponsorship process. Norm Stewart is leading this effort as he has done in past years.</b></p>
9.	<p>List any other important factors or issues about this event that you feel we should know about:</p> <p><b>This year's Norm Stewart Classic will be the 11th 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 events from all those involved as well as from fans. As was discussed last year, we'll be playing the event at Mizzou arena for 2019. 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 and ESPNU along with numerous other over the air TV stations, the free publicity Columbia along with University of Missouri will be receiving, 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.</b></p>

**TOTAL BUDGET FY 2020**  
**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: **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*)	\$125,000.00	\$13,000.00	\$125,000.00
2. Government Support** (city, county, schools, etc.)			
A. Convention Center and Visitors Bureau	\$10,000.00		\$10,000.00
B.			
C.			
3. Program Fees:			
Admissions/Tickets	\$10,500.00		\$10,500.00
Program Sales	\$500.00		\$500.00
Program Ads	\$500.00		\$500.00
4. Other Misc. (be specific)			
5.			
6.			
<b>TOTAL REVENUE</b>	<b>\$146,500.00</b>	<b>\$13,000.00</b>	<b>\$146,500.00</b>

*In-kind good or service anticipated	Source of donation	Estimated value
Awards & Autograph Basketballs	Red Weir Sporting Goods	\$1,000.00
Luncheon Food	US Foods	\$4,000.00
Soda & Water for Hospitality Room	Pepsi	\$500.00
Hospitality Room Food	Levy Brothers	\$3,000.00
Program/Ticket Printing	MPIX	\$4,500.00

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



**EVENT BUDGET continued, - EXPENDITURES**  
**SPORTS DEVELOPMENT (SDF)**

ORGANIZATION NAME: Missouri Basketball Coaches Association

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

<b>EXPENDITURES</b> (itemize items in excess of \$100.00)	CASH Tourism Development Funds	CASH Other	*IN-KIND should net to zero	TOTAL
<b>1. Personnel</b>				
Event workers/includes MU personal Police	\$4,000.00	\$15,000.00		\$19,000.00
Insurance	\$500.00			\$500.00
Administrative/Fundraising		\$7,000.00		\$7,000.00
Luncheon Prep		\$1,400.00		\$1,400.00
<b>2. Game Day Operations</b>				
Media		\$70,000.00		\$70,000.00
Facility Rent	\$1,500.00			\$1,500.00
MU Production		\$1,500.00		\$1,500.00
Officials	\$4,000.00			\$4,000.00
Players/workers Pizza		\$2,500.00		\$2,500.00
Athletic Trainers		\$1,500.00		\$1,500.00
Housekeeping		\$6,000.00		\$6,000.00
EMS		\$5,000.00		\$5,000.00
<b>3. Supplies &amp; Materials</b>				
Awards & Gifts			\$1,000.00	\$0
Soda & Water			\$500.00	\$0
Luncheon Food			\$4,000.00	\$0
Hospitality Food			\$3,000.00	\$0
Year Meeting Food		\$300.00		\$300.00
Apparel		\$5,500.00		\$5,500.00
<b>4. Travel/Lodging, ETC.</b>				
Travel		\$1,500.00		\$1,500.00
Lodging		\$13,500.00		\$13,500.00
<b>5. Promotion and Publicity</b>				
Printing			\$4,500.00	\$0
Postage		\$100.00		\$100.00
<b>6. Other (be specific)</b>				
<b>TOTAL EXPENDITURES</b>	\$10,000.00	\$140,800.00	\$13,000.00	\$140,800.00
<b>TOTAL REVENUES</b> (from page __7__)	\$10,000.00	\$146,500.00	\$13,000.00	\$146,500.00

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

**SIGNATURE/DISCLAIMER**

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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.



A handwritten signature in blue ink, appearing to read "Denny Hunt / MBCA", is written over a horizontal dashed line.

**Applicant Authorized Signature:** Denny Hunt/MBCA

**Date:** 10/13/19

**Print Name:** Denny Hunt

**Title:** Executive Director

**Email:** dennyhunt@mobca.org

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

**Legal name of Organization:** Missouri Basketball Coaches Association

**Name of Organization Executive Director:** Denny Hunt

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

**Phone:** 417-849-4215

**Email:** dennyhunt@mobca.org

**Web Site:** www.mobca.org

**Federal ID Number:** 27-3628934

**This organization is:** Independently chartered       Private       Non-Profit

## Norm Stewart Classic Schedule (2019)

Friday 12/6/19

- 5:00 pm East Buchanan vs Clarksville Academy (TN) boys
- 7:00 pm Incarnate Word vs Blue Springs girls
- 9:00 pm Jefferson City vs Hazelwood Central girls
- 11:00 pm Centralia vs Mexico boys

Saturday 12/7/19

- 1:00 am Father Tolton vs St. Joseph's Academy girls
- 3:00 am Harrisburg vs Calvary Lutheran boys
- 5:00 am Columbia Independent vs Green Ridge boys
- 7:00 am Booker T. Washington (OK) vs St. Louis Christian boys ESPN U
- 9:00 am Father Tolton vs Mehlville boys ESPN U
- 12:00 pm Wentzville Liberty vs Liberty North boys
- 2:00 pm Rock Bridge vs Kickapoo girls
- 4:00 pm Hickman vs Clarksville Academy (TN) boys
- 6:00 pm East St. Louis vs Raymore Peculiar boys
- 8:00 pm Bishop Miege (KS) vs Cardinal Ritter boys
- 10:00 pm Battle vs Raytown South boys

Sunday 12.8/19

- 12:00 am Jefferson City vs Warrensburg boys
- 2:00 am Glendale vs East St. Louis girls
- 4:00 am Community R6 vs Otterville boys
- 6:00 am Community R6 vs Otterville girls
- 8:00 am Battle vs Lincoln girls
- 10:00 am Hickman vs School of the Osage girls
- 12:00 pm St. Elizabeth vs Nixa boys
- 2:00 pm Rock Bridge vs Webster Groves boys
- 4:00 pm Whitehaven (TN) vs Trinity Catholic boys