

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, Inc., 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 has proposed to host three events per year in Columbia, Missouri, in years 2024, 2025 and 2026; and

WHEREAS, the events proposed by Grant Recipient (the "Events") 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 tourist events 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 forty-five thousand dollars (\$45,000.00) in exchange for Grant Recipient conducting the Events and providing the services set forth in Exhibit A in 2024 -2026. The forty-five thousand dollars shall be paid in three equal installments according to the following schedule:

- a. The first payment of \$15,000 for three events in 2024 shall be paid no later than 45 days after Effective Date.
- b. The second payment of \$15,000 for three events in 2025 shall be paid no later than May 1, 2025.
- c. The third payment of \$15,000 for three events in 2026 shall be paid no later than May 1, 2026.

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.

2. Grant Recipient agrees that it will be make no material changes in the approved Events unless such changes are approved in writing by City prior to the Events.

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 outline 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.

d. Unless terminated earlier pursuant to the terms of this section, this Agreement shall terminate on December 31, 2026. Sections 3, 8, 9, and 10 will survive termination of the 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 an subcontractor, or of anyone for whose acts the Grant Recipient or its subcontractor may be liable, in connection with the Events. 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 with 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 this 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 or 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 deferral 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 65202-6015
Attn: Director

If to Grant Recipient:

Missouri Basketball Coaches Association
2365 Katella Street
Springfield, MO 65804
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.

i. Counterparts and Electronic Signature. 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. Cancellation of Events.

a. Should all of the Events in years 2024-2026 be cancelled, Grant Recipient shall, within thirty (30) days, refund to the City all money paid by the City.

b. Should all of the Events in only one year be cancelled after City has paid Grant Recipient the grant for that year's Events, Grant Recipient shall within thirty (30) days, refund fifteen thousand dollars to the City.

c. Should an individual event or events in a given year be cancelled after City has paid Grant Recipient the fifteen thousand dollar grant for that year, Grant Recipient shall within thirty (30) days, refund to the City five thousand dollars per event cancelled.

11. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit	Description
A	Grant Recipients 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 the Grant Recipient's Events 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:

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: Dennis Hunt

Title: Executive Director

IRS-EIN: 27-3628934

Date: 12-6-23

ATTEST:

Exhibit
A

FY2024 TOURISM DEVELOPMENT FUNDING APPLICATION
City of Columbia – Convention & Visitors Bureau Tourism Development Fund
SPORTS DEVELOPMENT (SDF)
Applications must be typed.

Event Name(s): Missouri Basketball Coaches Association Event Trio: Sophie Cunningham Classic, Coaches Clinic and Norm Stewart Classic
Event Organizer: Missouri Basketball Coaches Association
Event Date: January 5-7, September 19-20 and December 5-7 of 2024
Event Location: Columbia College Fieldhouse, Columbia College Fieldhouse and Mizzou Arena-University of Missouri

Amount of SDF Requesting: \$15,000 total for all three events for 2024, 2025, and 2026

Total Event Cost: \$65,000.00 + \$117,600.00 + \$26,600.00

Describe in detail how the SDF Funds would be used: Site /Facility and officials

Will this event be held without tourism development funding?

☒ Yes ☐ No

Is this a new event? Second year for the Sophie Cunningham Classic

☐ 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?

2017 \$10,000 for the Norm Stewart Classic

2018 \$10,000 for the Norm Stewart Classic

2019 \$10,000 for the Norm Stewart Classic

2021-2023 \$15,000.00 in each year for The Norm Stewart Classic, Small College Showcase, and Coaches Clinic.

Narrative:

- | | |
|----|--|
| 1. | <p>Thoroughly Describe the Event:</p> <p>Sophie Cunningham Classic: It's an All-Girls Basketball event that begins Friday January 5 and ending on the September 7 with 34 teams playing seventeen games at the Columbia College Sports complex. All games of the event will be streamed using the Columbia College streaming facilities.</p> <p>Coaches Clinic: 800-1,000 high school Basketball coaches will travel to Columbia to learn coaching trends from some of the best coaching minds in the game. This event will take place at the Columbia College sports Complex starting September 18 and ending September 19.</p> <p>Norm Stewart Classic: It's a boys and girls Basketball event consisting of 24 High School Varsity Basketball games beginning Thursday December 7 and ending Saturday December 9. This event is being played at Mizzou arena with all games being streamed.</p> |
|----|--|

2.	<p>How do you plan to market and promote the event to attract visitors from outside Boone County and increase attendance?</p> <p>TV/Print, NSC website, SCC website, MBCA website, social media, Norm Stewart interviews, Sophie Cunningham interviews as well as being on the CVB website. Each year, NSC advertisement is being printing on the back of Pepsi trucks traveling throughout the area.</p>
3	<p>How will your event increase overnight stays?</p> <p>All three events generate overnight stays. Coaches will all stay overnight for the clinic; as well as players, parents, relatives of players and coaches along with basketball fans that are interested in seeing multiple games. Promotion is done to stay overnight in Columbia. The MBCA has a relationship with Stoney Creek Hotel to help create room nights in Columbia</p>
4.	<p>How many overnight stays do you estimate the event will generate?</p> <p>Sophie Cunningham Classic: = 70 room nights</p> <p>MBCA Coaches Clinic: 600 out of town coaches x 1 night = 600</p> <p>Norm Stewart Classic: Anticipated room needs: 24 teams x 8 = 192 + 25 media + 200 (Family/Fans) – Total = 417</p>
5.	<p>Have you contacted local hotels?</p> <p>Currently we have a relationship with Stoney Creek Hotel in Columbia to act as the host hotel for all MBCA events. The CVB helps assist with other hotel related needs.</p>
6.	<p>What method will you use to track overnight stays?</p> <p>We'll know how many rooms we'll be using and checking with our host hotel to get a number of rooms used by parents etc.</p>
7.	<p>Will your event increase retail, food & beverage expenditures by out of market visitors and increase tourism overall?</p> <p>Yes, a majority of our teams, players, coaches, and parents will be from out-of-town; visitors will be spending money in Columbia during all three events.</p>
8.	<p>Have you secured event sponsorships?</p> <p>We are in the sponsorship process. Norm Stewart is leading this effort as he has done in past years.</p>
9.	<p>List any other important factors or issues about this event that you feel we should know about:</p> <p>The MBCA is partnering with the Sophie Cunningham Classic to assist in helping with the event.</p>

TOTAL BUDGET FY 2024
City of Columbia – Convention & Visitors Bureau Tourism Development Fund
SPORTS DEVELOPMENT (SDF).

EVENT BUDGET - REVENUES

Round to the nearest dollar

ORGANIZATION NAME: **Missouri Basketball Coaches Association**

EVENT NAME: **Norm Stewart Classic**

	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*)	\$95,000.00	\$11,000.00	\$95,000.00
2. Government Support** (city, county, schools, etc.) (This includes tourism development funds.)	\$5,000.00		\$5,000.00
A.			
B.			
C.			
3. Program Fees: Admissions/Tickets	\$15,000.00		\$15,000.00
Program sales	\$500.00		\$500.00
Program Ads	\$500.00		\$500.00
4. Other Misc. (be specific)			
5.			
6.			
TOTAL REVENUE	\$116,000.00	\$11,000.00	\$127,000.00

*In-kind good or service anticipated	Source of donation	Estimated value
Awards	Weir Athletics	\$1,000.00
Apparel/T-shirts	BSN	\$9,000.00
PepsiCo Signage/Hospitality Drinks	PepsiCo	\$1,000.00
		\$
		\$

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

EVENT BUDGET continued, - EXPENDITURES
SPORTS DEVELOPMENT (SDF)

Round to the nearest dollar

ORGANIZATION NAME: Missouri Basketball Coaches Association

EVENT NAME: Norm Stewart Classic

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 not to zero	TOTAL
1. Facilities				
Rental \$500 x 3 =	\$1,500.00			\$1,500.00
MU Labor	\$3,500.00			\$3,500.00
Administrative				
Other				
2. Game Day Operations				
Media		\$40,000.00		\$40,000.00
Officials		\$5,000.00		\$5,000.00
Insurance		\$600.00		\$600.00
Table Labor		\$10,000.00		\$10,000.00
Trainers		\$1,600.00		\$1,600.00
Photography		\$2,500.00		\$2,500.00
Hospitality		\$4,000.00		\$4,000.00
Hospitality Drinks			\$1,000.00	\$0
Sanctioning		\$300.00		\$300.00
3. Supplies & Materials				
Awards			\$1,000.00	\$0
Apparel/T-Shirts			\$9,000.00	\$0
Polos/Screen Printing T-Shirts/Polos		\$6,000.00		\$6,000.00
4. Travel/Lodging				
Travel		\$1,500.00		\$1,500.00
Lodging		\$15,000.00		\$15,000.00
5. Promotion and Publicity				
Program Printing		\$5,000.00		\$5,000.00
Postage		\$100.00		\$100.00
6. Event Workers/Fundraising		\$10,000.00		\$10,000.00

TOTAL EXPENDITURES	\$5,000.00	\$101,600.00	\$11,000.00	\$117,600.00
TOTAL REVENUES (from page _____)				\$127,000.00

*In-kind should net to zero

TOTAL BUDGET FY 2024
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: **Sophie Cunningham Classic**

	1	2	3
REVENUES	CASH	*IN-KIND should net to zero	TOTAL BUDGET (COLUMN 1+2)
1. Direct Support – Sponsorships, Fundraising/Donations	\$70,000.00	\$6,500.00	\$70,000.00
2. Government Support** (city, county, schools, etc.) (This includes tourism development funds.)	\$5,000.00		\$5,000.00
A.			
B.			
C.			
3. Program Fees:			
Admissions/Tickets			
Sales of items			
Other			
4. Other Misc. (be specific)			
5.			
6.			
TOTAL REVENUE	\$75,000.00	\$6,500.00	\$75,000.00

*In-kind good or service anticipated	Source of donation	Estimated value
Hospitality Food	First Watch, Airis, B&B Bagel,	\$4,000.00
Apparel	Adidas	\$2,000.00
Signs	Back Drop – Repeat signs	\$500.00
		\$
		\$

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

EVENT BUDGET continued, - EXPENDITURES
SPORTS DEVELOPMENT (SDF)
Round to the nearest dollar

ORGANIZATION NAME: Missouri Basketball Coaches Association

EVENT NAME: Sophie Cunningham Classic

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. Facilities				
Facility	\$3,000.00			\$2,500.00
Housekeeping	\$2,000.00			\$1,500.00
Administrative				
Other				
2. Game Day Operations				
Media		\$7,000.00		\$7,000.00
Officials		\$4,000.00		\$4,000.00
Insurance		\$600.00		\$600.00
Photography/Videography		\$4,000.00		\$4,000.00
Hospitality			\$4,000.00	\$0
Sanctioning		\$300.00		\$300.00
Trainers		\$1,500.00		\$1,500.00
Score Table		\$4,000.00		\$4,000.00
Team Food/Beverages		\$1,500.00		
Back Drop -- Step Signs			\$500.00	\$0
3. Supplies & Materials				
Awards		\$500.00		\$500.00
Apparel/T-Shirts		\$6,000.00		\$6,000.00
Adidas			\$2,000.00	\$0
4. Travel/Lodging				
Lodging		\$4,000.00		\$4,000.00
5. Promotion and Publicity				
Programs Layout		\$1,000.00		\$1,000.00
Website Design		\$1,500.00		\$1,500.00
Postage		\$100.00		\$100.00
Signs, Tickets, Graphic Design		\$3,000.00		\$3,000.00
Program Printing		\$2,500.00		\$2,500.00
Social Media		\$1,000.00		\$1,000.00
6. Event workers/Fundraising		\$15,000.00		\$15,000.00

TOTAL EXPENDITURES	\$5,000.00	\$60,000.00	\$6,500.00	\$65,000.00
TOTAL REVENUES (from page _____)				\$75,000.00

*In-kind should net to zero

TOTAL BUDGET FY 2024
City of Columbia – Convention & Visitors Bureau Tourism Development Fund
SPORTS DEVELOPMENT (SDF).

EVENT BUDGET - REVENUES

Round to the nearest dollar

ORGANIZATION NAME: **Missouri Basketball Coaches Association**

EVENT NAME: **MBCA Coaches Clinic**

	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*)	\$60,000.00	\$	\$60,000.00
2. Government Support** (city, county, schools, etc.) (This includes tourism development funds.)	\$5,000.00		
A.			
B.			
C.			
3. Program Fees:			
Admissions/Tickets			
Sales of items			
Other			
4. Other Misc:			
Soft Drinks for Coaches Social		\$300.00	
Beer for Coaches Social		\$200.00	
5.			
6.			
TOTAL REVENUE	\$65,000.00	\$500.00	\$65,000.00

In-kind good or service anticipated	Source of donation	Estimated value
Beer donation for Coach's social	Logboat beverage	\$200.00
Soda and water	Heartland Coke	\$300.00
		\$
		\$
		\$

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

EVENT BUDGET continued, - EXPENDITURES
SPORTS DEVELOPMENT (SDF)
 Round to the nearest dollar

ORGANIZATION NAME: Missouri Basketball Coaches Association

EVENT NAME: MBCA Clinic

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				
Artistic				
Technical				
Administrative				
Other				
2. Facility Fees	\$2,500.00			\$2,500.00
Housekeeping	\$300.00			\$300.00
3. Speakers	\$2,000.00	\$4,000.00		\$6,000.00
4. Equipment/supplies	\$200.00			\$200.00
Printers Ink				
Paper, Ect				
5. Hospitality				
MBCA Board meeting/Hotel Fees		\$2,600.00		\$2,600.00
Clinic Social		\$5,000.00		\$5,000.00
Soft Drinks for Social			\$300.00	\$0
Beer for Social			\$200.00	\$0
6. Apparel and give aways				
Ink pens		\$1,500.00		\$1,500.00
T-shirts		\$8,500.00		\$8,500.00
TOTAL EXPENDITURES	\$5,000.00	\$21,600.00	\$500.00	\$26,600.00
TOTAL REVENUES (from page)				\$65,000.00

*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

Date

10/13/23

Print Name: Denny Hunt

Title: Sophie Cunningham Classic

Email: dennyhunt@mobca.org

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

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) ☐