

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 2021, 2022, and 2023; 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 2021-2023. 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 2021 shall be paid no later than 45 days after the Effective Date.

b. The second payment of \$15,000 for three events in 2022 shall be paid no later than May 1, 2022.

c. The third payment of \$15,000 for three events in 2023 shall be paid no later than May 1, 2023.

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 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 Events 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.

d. Unless terminated earlier pursuant to the terms of this section, this Agreement shall terminate on December 31, 2023. 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 any 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 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 Association, Inc.
2365 Katella Street
Springfield, MO 65804
Attn: Denny Hunt, 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. Cancellation of Events.

a. Should all of the Events in years 2021-2023 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 years' 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 Recipient's Proposal

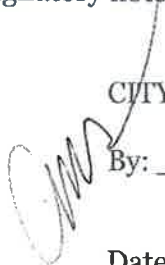
In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

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 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: _____
John Glascock, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

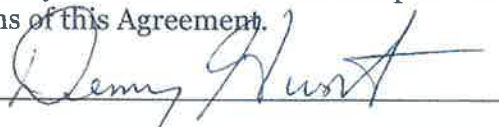
Nancy Thompson, City Counselor/rw

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:  _____

Denny Hunt, Executive Director

IRS-EIN: 27-3628934

Date: 6/11/21

**FY2021 TOURISM DEVELOPMENT FUNDING APPLICATION
 City of Columbia – Convention & Visitors Bureau Tourism Development Fund
 SPORTS DEVELOPMENT (SDF)**

Event Name(s): Missouri Basketball Coaches Association Event Trio: Small College Basketball Showcase, Coaches Clinic and Norm Stewart Classic

Event Dates: June 24-26, 2021, September 16-17, 2021, and December 9-11

Event Locations: Mizzou Arena - University of Missouri, and the Columbia Sports Fieldhouse

Event Organizer: Missouri Basketball Coaches Association

Total Event Cost: \$146,500.00

Amount of SDF Requesting: \$15,000.00 total for all three events for 2021; 2022 and 2023.

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

Will this event be held without tourism development funding?

Yes No

Is this a new event?

Yes No

(The Small College Showcase is a new event for MBCA.)

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 & 2019 for the Norm Stewart Classic only.**

Narrative:

1.	<p>Briefly Describe the Event: Small College Basketball Showcase: This event will see 300+ high school basketball players compete at the Columbia Sports Fieldhouse. These athletes will be competing in front of college basketball coaches across the country in the hopes of trying to earn a spot on a roster. This event will take place starting Thursday, June 24th and ending Saturday, June 26th.</p> <p>Coaches Clinic: 750-1000 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 University of Missouri starting Thursday, September 16th and ending Friday, September 17th.</p> <p>Norm Stewart Classic: "48 Hours of High School Basketball" – 48 teams, playing 24 High School Varsity Basketball games every 2 hours beginning 5:00 pm Thursday, December 9 through Sunday, December 11 at 5:00pm. The event will be streamed on ESPN3 as well as being shown on selected over the air TV stations across the state. This year two games will be aired on ESPNU on Saturday morning.</p>
2.	<p>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, MBCA 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.</p>
3	<p>How will your event increase overnight stays? All three events generate overnights stays. Coaches will all stay over for 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 Columbia.</p>

4.	<p>How many overnight stays do you estimate the event will generate?</p> <p>MBCA Small College Basketball Showcase: 150 x 2 nights = 300</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> <p>The economic impact of each event is as follows: Small College Basketball Showcase direct EI - \$187,717 (350 attendees, 2 room nights each) Coaches Clinic direct EI- \$112,770 (600 coaches, 450 overnights) Norm Stewart Classic direct EI - \$267,320 (550 players)</p>
5.	<p>Have you contacted local hotels? Yes, the CVB is currently assisting us in working with local hotels.</p>
6.	<p>What method will you use to track overnight stays? 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.</p>
7.	<p>Will your event increase retail, food & beverage expenditures by out of market visitors and in increase tourism overall? Yes, a majority of our teams, players, coaches, and parents will be out-of-town-visitors spending money in Columbia during the weekend of the events.</p>
8.	<p>Have you secured event sponsorships? 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 Small College Basketball Showcase is a new event for the MBCA and we are excited to host the first annual event in Columbia. This event has great potential to grow, and we are excited to partner with the CVB/Sports Commission on all of our events for the foreseeable future.</p>

TOTAL BUDGET FY 2021
 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: **Small College Basketball Showcase**

REVENUES	1 CASH	2 *IN-KIND should net to zero	3 TOTAL BUDGET (COLUMN 1+2)
1. Direct Support – Sponsorships, Fundraising/Donations (document in-kind*)	\$12,500.00		\$12,500.00
2. Government Support** (city, county, schools, etc.) A. Convention Center and Visitors Bureau	\$5,000.00		\$5,000.00
B.			
C.			
3. Program Fees: Admissions/Tickets	\$3,750.00		\$3,750.00
4. Other Misc. (be specific)			
5.			
6.			
TOTAL REVENUE	\$21,250.00		\$21,250.00

*In-kind good or service anticipated	Source of donation	Estimated value
**Name of program	Source of donation	Estimated value
		\$
		\$
		\$

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

ORGANIZATION NAME: **Missouri Basketball Coaches Association**
EVENT NAME: **Small College Basketball Showcase**

EXPENDITURES (itemize items in excess of \$100.00)	CASH Tourism Development Funds	CASH Other	*IN-KIND should net to zero	TOTAL
1. Personnel				
2. Facility	\$2,500	\$3,200		
3. Officials	\$2,500			
4. Equipment				
Jerseys		\$2,000		
5. Hospitality		\$500		
TOTAL EXPENDITURES	\$5,000.00	\$5,700		\$10,700.00
TOTAL REVENUES				\$21,250.00

TOTAL BUDGET FY 2021
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**

REVENUES	1 CASH	2 *IN-KIND <small>should net to zero</small>	3 TOTAL BUDGET (COLUMN 1+2)
1. Direct Support – Sponsorships, Fundraising/Donations (document in-kind*)	\$65,000.00		\$65,000.00
2. Government Support** (city, county, schools, etc.) A. Convention Center and Visitors Bureau	\$5,000.00		\$5,000.00
B.			
C.			
3. Program Fees: Admissions/Tickets			
4. Other Misc. (be specific)			
5.			
6.			
TOTAL REVENUE	\$70,000.00		\$70,000.00

*In-kind good or service anticipated	Source of donation	Estimated value
**Name of program	Source of donation	Estimated value
		\$
		\$
		\$

EVENT BUDGET continued, - EXPENDITURES
SPORTS DEVELOPMENT (SDF)

ORGANIZATION NAME: **Missouri Basketball Coaches Association**
 EVENT NAME: **MBCA Coaches Clinic**

EXPENDITURES (itemize items in excess of \$100.00)	CASH Tourism Development Funds	CASH Other	*IN-KIND should net to zero	TOTAL
1. Personnel				
2. Facility Fees	\$1,500			
Labor	\$2,000			
3. Officials				
Coaches Fees	\$1,500	\$2,500		
4. Equipment				
5. Hospitality				
Coaches Social		\$5,000		
MBCA Board Meeting		\$6,000		
TOTAL EXPENDITURES	\$5,000.00	\$13,500		\$18,500.00
TOTAL REVENUES				\$70,000

TOTAL BUDGET FY 2021
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"**

REVENUES	1 CASH	2 *IN-KIND <small>should net to zero</small>	3 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	\$5,000.00		\$5,000.00
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.			
TOTAL REVENUE	\$141,500.00	\$13,000.00	\$154,500.00

*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

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

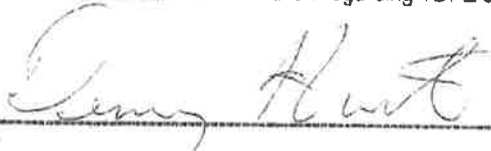
ORGANIZATION NAME: Missouri Basketball Coaches Association

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/includes MU personal		\$15,000.00		\$19,000.00
Police		\$4,000		\$4,000
Insurance		\$500		\$500.00
Administrative/Fundraising		\$7,000.00		\$7,000.00
Luncheon Prep		\$1,400.00		\$1,400.00
2. Game Day Operations				
Media		\$70,000.00		\$70,000.00
Facility Rent	\$1,000.00	\$500		\$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
3. Supplies & Materials				
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
4. Travel/Lodging, ETC.				
Travel		\$1,500.00		\$1,500.00
Lodging		\$13,500.00		\$13,500.00
5. Promotion and Publicity				
Printing			\$4,500.00	\$0
Postage		\$100.00		\$100.00
6. Other (be specific)				
TOTAL EXPENDITURES	\$5,000.00	\$135,800.00	\$13,000.00	\$153,800.00
TOTAL REVENUES				\$154,500

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: Denny Hunt/MBCA

Date: May 17, 2021

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. 65804

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