

RESOLUTION NO. 15-2021

A RESOLUTION OF THE CITY OF CLINTON APPROVING A REVISED AGREEMENT BY AND BETWEEN THE CITY OF CLINTON, MISSOURI AND THE CLINTON TOURISM ASSOCIATION, INC. CONCERNING THE PROMOTION OF TOURISM IN CLINTON, MISSOURI.

WHEREAS, the City of Clinton, Missouri receives a tax of four percent (4%) on the charges for all sleeping rooms paid by the transient guests of hotels and motels in Clinton, Missouri, said tax hereinafter referred to as "Tourism Tax"; and

WHEREAS, said tourism tax shall be used for the sole purpose of promoting tourism in Clinton, Missouri; and

WHEREAS, The Clinton Tourism Association, Inc. was established to promote tourism in and around Clinton, Missouri;

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

**Section 1.** The Revised Agreement with the Clinton Tourism Association, Inc. is hereby approved.

**Section 2.** The Mayor of Clinton is hereby authorized to execute said Revised Agreement on behalf of the City of Clinton.

Read and passed this 5<sup>th</sup> day of October, 2021.

  
\_\_\_\_\_  
Greg Lowe, Mayor

ATTEST

  
\_\_\_\_\_  
Wendee Seaton, City Clerk



## REVISED AGREEMENT FOR SERVICES

### A REVISED AGREEMENT BY AND BETWEEN THE CITY OF CLINTON, MISSOURI (CITY), AND CLINTON TOURISM ASSOCIATION, INC. (CTA) CONCERNING THE PROMOTION OF TOURISM IN CLINTON, MISSOURI.

**WHEREAS**, the City of Clinton, Missouri receives a tax of four percent (4%) on the charges for all sleeping rooms paid by the transient guests of hotels and motels in Clinton, Missouri, said tax hereinafter referred to as "Tourism Tax"; and

**WHEREAS**, said Tourism Tax shall be used for the sole purpose of promoting tourism in Clinton, Missouri; and

**WHEREAS**, Clinton Tourism Association, Inc., was established to promote tourism in and around Clinton, Missouri;

NOW THEREFORE, in consideration of the promise of payment of funds from the City, and the agreement to provide services to the City by CTA, the parties agree as follow:

1. The term of this contract shall begin on January 1, 2021, and end on December 31, 2021. This Contract will renew annually thereafter unless one party notifies the other of the desire to end the agreement. Notification shall be given no later than October 1. This agreement may be terminated at an earlier date upon the mutual consent of both parties.
2. The City agrees to pay CTA all revenue received from the Tourism Tax, less two percent (2%) of the total received, which shall be retained by the City for administrative expenses. Said payments to CTA shall be made monthly by the first day of the following month.
3. CTA agrees during the contract term to expend the Tourism Tax received from City, solely to promote tourism in and around the City, and in the following manner:
  - a. A portion of the salary, travel and office expenses of staff, as designated by CTA;
  - b. Multimedia advertising designed to attract visitors and tourists to Clinton, Missouri;
  - c. Sponsorship of special events, activities and projects in and around Clinton, Missouri, designed to attract visitors to Clinton, Missouri.
4. Each year CTA shall provide the Clinton Tourism Commission a copy of the CTA's approved annual budget, where upon the Tourism Commission shall

present the budget to the Clinton City Council. Said budget shall be provided at least fifteen days prior to the start of CTA's fiscal year.

5. Each year CTA shall provide the Clinton Tourism Commission a copy of the CTA's certified annual financial statement, where upon the Tourism Commission shall present the financial statement to Clinton City Council. Said financial statement shall be provided within thirty days after the end of CTA's fiscal year.
6. CTA shall comply with the State of Missouri's laws requiring:
  1. a signed affidavit certifying compliance with the certification of the legal employment status of all workers employed by the Chamber; and
  2. required documentary proof of lawful presence.
7. CTA agrees to save and hold harmless the City from any and all liability or damages, including legal fees and court costs, which may arise out of CTA's performance of the contract.
8. Notice. Any notice required by this Agreement shall be effective upon mailing, postage prepaid, using the following information:

Corporation: CTA President  
Clinton Tourism Association, Inc.  
200 S. Main Street  
Clinton, MO 64735

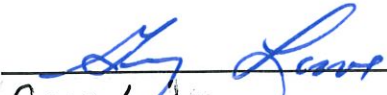
City: City Administrator  
City of Clinton  
105 E. Ohio  
Clinton, MO 64735

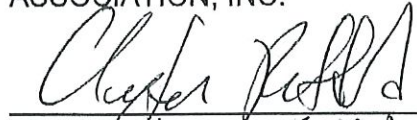
9. The obligations of the City to make the payments hereunder constitutes a current expense of the City, are from year to year, and does not constitute a mandatory monthly payment obligation of the City in any fiscal year beyond the then current fiscal year of the City. The City's obligation hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City. The City reasonably believes that legally available funds in can be obtained. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any subsequent fiscal year is solely within the discretion of the then current governing body of the City.
10. CTA shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of CTA's failure, or failure of its employees, agents or subcontractors, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities.

In witness whereof, the undersigned have placed their signatures as representatives of the parties hereto as of the day and year first above written.

CITY OF CLINTON, MISSOURI

CLINTON TOURISM  
ASSOCIATION, INC.

  
\_\_\_\_\_  
Greg Lowe  
Mayor

  
\_\_\_\_\_  
Name: Clayton Radford  
President

Date: 10.12.21

Date: 9-28-21

ATTEST:

  
\_\_\_\_\_  
Wendee Seaton  
City Clerk

ATTEST:

  
\_\_\_\_\_  
Name:  
Director





CERTIFICATION OF APPLICANT FOR PUBLIC BENEFIT

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is a citizen or permanent resident need not comply.

- 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90-day qualification.
- 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

David Promise 9/28/21  
Applicant Date

DAVID PROMISE  
Printed Name