

RESOLUTION NO. 16-2021

A RESOLUTION OF THE CITY OF CLINTON REVISING AN AGREEMENT BY AND BETWEEN THE CITY OF CLINTON, MISSOURI (CITY), AND THE GREATER CLINTON AREA CHAMBER OF COMMERCE, INC. (CHAMBER) FOR ECONOMIC DEVELOPMENT SERVICES.

WHEREAS, the City and the Chamber entered in an agreement on March 17, 2015, for economic development services; and

WHEREAS, the City and the Chamber revised the agreement on October 16, 2018, and

WHEREAS, the City and the Chamber mutually consent to revise the October 16, 2018, agreement;

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

Section 1. The Agreement with the Greater Clinton Area Chamber of Commerce, Inc., is hereby revised (Attachment A).

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 5th 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 THE GREATER CLINTON AREA CHAMBER OF COMMERCE, INC. (CHAMBER) FOR ECONOMIC DEVELOPMENT SERVICES.

WHEREAS, the City of Clinton desires to improve the economic climate in Clinton through the growth and development of existing businesses and the attraction and development of new businesses; and

WHEREAS, the Greater Clinton Area Chamber of Commerce, Inc. has the desire and expertise to provide the services to improve the economic climate in Clinton through the growth and development of existing businesses and the attraction and development of new businesses; and

WHEREAS, the City and the Chamber entered in an agreement on March 17, 2015, for economic development services; and

WHEREAS, the City and the Chamber consented to revise the March 17, 2015 agreement on October 16, 2018; and

WHEREAS, the City and the Chamber mutually consent to revise the October 16, 2018, agreement;

NOW THEREFORE, in consideration of the promise of payment of funds from the City, and the agreement to provide services to the City of Clinton by the Chamber, 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 the Chamber the sum of \$126,000 for the term of this agreement. Said payment shall be made in installments of \$31,500 on January 1, April 1, July 1, and October 1. In the event the Chamber does not comply with Section 3.j., installment payments shall be in the amount of \$5,000, on the dates previously identified, until such time when the Chamber is again in compliance with Section 3.j.
3. Chamber agrees during the contract term to do the following:
 - a. Provide business retention services to all businesses within Clinton requesting said services;
 - b. Promote available buildings and property at Gerhart Industrial Park

- c. Promote Clinton to new and relocating businesses;
 - d. Respond to all inquiries from potential new and relocating businesses;
 - e. Maintain positive relationships with the Missouri Department of Economic Development, the Missouri Economic Development Council, the Missouri Partnership, and other economic development organizations, as needed;
 - f. Maintain membership in the Central Missouri Economic Development Alliance (CMEDA);
 - g. Promote the Henry County – Clinton Enhanced Enterprise Zone; and
 - h. Engage in other activities, as needed, in order to provide the above mentioned services.
 - i. Accept the appointment of one City Council member to serve as a voting member of the Chamber Board of Directors. Said Council member will be appointed by the Mayor and approved by the City Council.
 - j. Employ an Economic Development Director who is certified or progressing toward certification.
 - k. The Economic Development Director shall present regular reports to the City Council on a monthly basis through the Project Activity Tracker.
 - l. Provide the City a copy of its annual budget and a copy of its annual financial statement.
 - m. 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.
4. Chamber 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 Chamber's performance of the contract.
5. The City shall also waive building, table and chair rent for 11 days at the Benson Convention Center. The Chamber shall provide volunteer labor for set-up and breakdown of each event on these days. A good-faith effort shall be made by both parties to coordinate schedules for the 11 days.
6. Notice. Any notice required by this Agreement shall be effective upon mailing, postage prepaid, using the following information:
- | | |
|--------------------------------|--------------------------|
| Corporation: Chamber President | City: City Administrator |
| Clinton Chamber of Commerce | City of Clinton |
| 200 S. Main Street | 105 E. Ohio |
| Clinton, MO 64735 | Clinton, MO 64735 |
7. 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.

8. Chamber shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of Chamber'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.

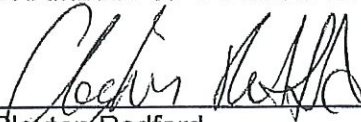
In witness whereof, the undersigned have placed their signatures as representatives of the parties hereto as of the day and year first above written.

CITY OF CLINTON, MISSOURI

GREATER CLINTON AREA
CHAMBER OF COMMERCE



Greg Lowe
Mayor



Clayton Radford
President

Date: 10-12-21

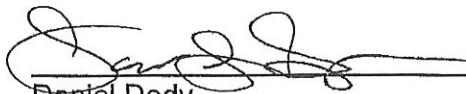
Date: 9-28-21

ATTEST:

ATTEST:



Wendee Seaton
City Clerk



Daniel Dody
President Elect



WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Henry)
)ss
State of Missouri)

I, _____, an authorized agent of Greater Clinton Area Chamber of Commerce, Inc., do hereby attest that this business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.



Executive Director

DAVID PLUMLEE

Printed Name

9/28/21

Date

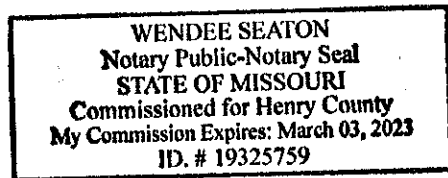
Subscribed and sworn to before me this 14th day of October, 2021.



Notary Public

My Commission Expires:

March 3, 2023



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 Pumlee 9/29/21
Applicant Date

DAVID PUMLEE
Printed Name