RESOLUTION NO. 24-2025

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

WHEREAS, the City and the Chamber consented to revise the October 16, 2018, agreement on October 12, 2021; and

WHEREAS, the City and the Chamber consented to revise the October 12, 2021, agreement on December 18, 2024;

WHEREAS, the City and the Chamber consent to revise the December 18, 2024, 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 16th day of September, 2025.

Carla Moberly

Carla Moberly, Mayor

ATTEST

Wendee Seaton

Wendee Seaton, City Clerk

THE CITY OF CLINTON MISSOURI
GREAT PEOPLE, BY NATURE

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 consented to revise the October 16, 2018, agreement on October 12, 2021; and

WHEREAS, the City and the Chamber consented to revise the October 12, 2021, agreement on December 18, 2024;

WHEREAS, the City and the Chamber consent to revise the December 18, 2024, 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, 2026, and end on December 31, 2026. 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 $164,800 for the term of this agreement. Said payment shall be made in installments of $41,200 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 Clinton Chamber of Commerce 200 S. Main Street Clinton, MO 64735	City:	City Administrator City of Clinton 105 E. Ohio 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

Carla Moberly

Carla Moberly, Mayor

Date: 9-18-2025

GREATER CLINTON AREA CHAMER OF COMMERCE

Sabrina Harris

Sabrina Harris, President

Date: 9/18/25

ATTEST:

Wendee Seaton

Wendee Seaton, City Clerk

ATTEST:

Jared Goodbrake

Jared Goodbrake, President Elect

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

State of Missouri)
)SS.
County of _____)

My name is Amber Hansen. I am an authorized agent of The Greater Clinton Area Chamber of Commerce (Bidder). 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.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Amber N. Hansen 9-1-25
Affiant Date

Amber N. Hansen
Printed Name

Subscribed and sworn to before me this 1 day of Sept, 2025

Wendee Seaton
Notary Public

WENDEE SEATON
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Henry County
My Commission Expires: March 3, 2027
ID#19325759