

BILL NO. 2024-003

ORDINANCE NO. 8626

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING THE EXECUTION OF A PUBLIC SERVICES AGREEMENT WITH NEVADA/VERNON COUNTY CHAMBER OF COMMERCE FOR TOURISM OPERATIONS

WHEREAS, the City of Nevada will provide funding for Tourism Operations to be performed by the Nevada/Vernon County Chamber of Commerce.

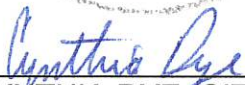
WHEREAS, the agreement attached hereto as Exhibit "A" and incorporated herein by reference is approved as a contractual obligation of the City of Nevada, Missouri.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Nevada, Missouri, authorizes and directs the City Manager to execute the Public Services Agreement, attached hereto and incorporated herein by reference.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Nevada, Missouri, this 20th day of February 2024.



ATTEST:


CYNTHIA DYE, CITY CLERK


KENDALL VICKERS, MAYOR

2024 PUBLIC SERVICES AGREEMENT

BY AND BETWEEN

NEVADA/VERNON COUNTY CHAMBER OF COMMERCE
AND

THE CITY OF NEVADA, MISSOURI,

A MUNICIPAL CORPORATION

THIS AGREEMENT, entered into this 20th day of February, 2024 IS BY AND BETWEEN Nevada/Vernon County Chamber of Commerce, hereinafter referred to as "Chamber", and the City of Nevada, Missouri, hereafter referred to as "City".

WITNESSETH:

WHEREAS, the Chamber has been created to assist in a public-private effort to lessen the burdens of government and aid with tourism operations; and

WHEREAS, the City is vitally concerned with the promotion of tourism in Nevada and Vernon County and lessening of the burdens of government and;

WHEREAS, the Chamber will require funds not to exceed \$100,000 from the City Tourism Fund for tourism operations in 2024, and;

NOW THEREFORE, in consideration of the mutual undertakings and mutual benefits provided by this agreement, the parties agree as follows:

1. SCOPE OF SERVICES:

The Chamber will lessen the burdens of government and provide tourism operations in Nevada during 2024.

The Chamber of Commerce board of trustees shall make, on or before the second Monday in July and the second Monday in December of each year, a detailed report to the city council showing the receipts of all funds and the expenditures therefrom and such other information as may be properly required by said city council.

2. TIME OF PERFORMANCE:

The service of the Chamber will commence upon execution and approval of the agreement. The tasks defined in the Scope of Services shall be undertaken and implemented in such sequence as to assure expeditious completion consistent with the purpose of this agreement. The agreement will expire on December 31, 2024.

3. COMPENSATION AND METHOD OF PAYMENT:

The City agrees to compensate the Chamber for the service described in Section 1 an amount not to exceed \$100,000. Compensation will be allocated as follows:

- a) \$50,000 towards the general contract
- b) \$25,000 specifically for grants awarded by the Chamber
- c) \$25,000 for Bushwhacker entertainment paid out of the reserve funds.

\$50,000 Payment will be made to the Chamber of Commerce at the execution of this agreement, \$25,000 of the contract, and \$25,000 grant funding. The additional \$25,000 contract payment may be requested not less than 6 months after the first payment.

\$25,000 allocated for Bushwhacker may be requested by detailed invoice at any time.

4. SUBCONTRACTS:

The Chamber and the City hereby agree that this agreement shall not be assigned, transferred, conveyed, or otherwise disposed of without the prior consent of the City.

5. COMPLIANCE WITH THE LAW:

The Chamber will comply with all applicable federal, state, and local laws, ordinances, codes, and regulations.

Per State Statute 610.010(f) RSMo (see Exhibit "A") the Chamber is defined as a quasi-public governmental body regarding the aforementioned Scope of Services and as such any meeting, record, or vote relating to the Scope of Services will be subject to Sunshine Law. Applicable Chamber of Commerce Board of Director meeting notices, agendas, minutes, and documents relating to the Scope of Services shall be forwarded to the City Clerk's office to show compliance with 610.020 (see Exhibit "B").

6. INTEREST OF LOCAL PUBLIC OFFICE:

No member of the City Council of the City of Nevada, Missouri, nor any officer, employee or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

7. CANCELLATION, TERMINATION OR SUSPENSION:

This agreement may be terminated at any time by written mutual agreement of all parties, provided all applicable laws and regulations are complied with. The City shall have the right at its option to terminate this agreement and be free of all obligations hereunder if the Chamber is in default or in violation of the terms, conditions, assurance, or certifications of this agreement.

In the event of such default or violation by the Chamber, the City shall send to the Chamber by certified mail a Notice or Demand to Cure Default or Violation, explaining the specific nature and extent of the default or violation. The Chamber shall cure, or remedy said violation or default within twenty (20) working days after receipt of said Notice unless a longer time is agreed upon by the parties in writing. In case the default is not cured or remedied within twenty (20) working days or a longer time is agreed upon, the City may exercise its option to terminate this agreement upon five (5) days written notice thereafter.

The Chamber shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this agreement by the Chamber. The City shall not be liable or responsible in any manner to any subcontractor with whom the Chamber has contracted for additional services under the terms of this agreement.

8. AMENDMENTS:

In order to provide necessary flexibility for the most effective execution of this project, whenever both the City and the Chamber mutually agree, changes to this agreement may be affected by placing them in written form and incorporating them into this agreement as an amendment.

9. SEVERABILITY:

It is mutually agreed that in case any provision of this Agreement is judicially determined to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF NEVADA

A Municipal Corporation

NEVADA/VERNON

COUNTY

CHAMBER OF

COMMERCE



Mark Mitchell, City Manager



Traci Clifman, President

Jessica Bland

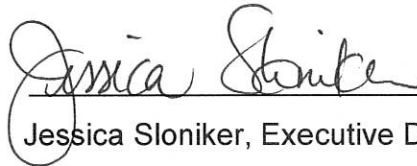


ATTEST:



Cynthia Dye, City Clerk

ATTEST:



Jessica Sloniker, Executive Director