



City of Carthage, Missouri **CITY COUNCIL**

June 29, 2023 - 5:00 PM
VIA ZOOM VIDEO CONFERENCING

AMENDED AGENDA

Join Zoom Meeting

<https://us06web.zoom.us/j/89616148749>

Meeting ID: 896 1614 8749

One tap mobile

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- +1 309 205 3325 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
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- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
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1. **Call to Order**
2. **Calling of the Roll**
3. **New Business**
 1. C.B. 23-49 -- An Emergency Ordinance authorizing the Mayor to sign an agreement with Missouri Division of Tourism to be the DMO, and to accept and administer \$100,000.00 for Missouri Fiscal Year 2024
4. **Executive Session**
 1. **CLOSED SESSION:** ACCORDING TO SECTION 610.021 (1), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS LEGAL ACTIONS, CAUSES OF ACTION OR LITIGATION INVOLVING A PUBLIC GOVERNMENTAL BODY OR ITS REPRESENTATIVES AND ITS ATTORNEYS.
5. **Adjournment**

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING

COUNCIL BILL NO. 23-49

ORDINANCE NO. _____

An Emergency Ordinance authorizing the Mayor to sign an agreement with Missouri Division of Tourism to be the DMO, and to accept and administer \$100,000.00 for Missouri Fiscal Year 2024

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE,
JASPER COUNTY, MISSOURI** as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into agreement with Missouri Division of Tourism to administer and accept \$100,000.00 as the DMO for Missouri Fiscal Year 2024, a copy of which contract is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance is to be considered an emergency ordinance under the terms of the charter of the City of Carthage.

SECTION III: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY CLERK

Sponsored by: City Staff



June 22, 2023

Greg Dagnan
City of Carthage
402 S. Garrison Ave
Carthage, Missouri 64836

Dear Katie:

Welcome back and congratulations!

We are pleased to announce that Experience Carthage will participate in the FY24 Cooperative Marketing Program. State funds in the amount of \$100,000.00 have been reserved for the reimbursement of qualified expenses for "Experience Carthage, MO FY 24" as outlined in the approved application. Attached you will find a copy of contract number 24-257-20-093007. Please refer to the assigned contract number in all related communications. Also, review all materials carefully, including the Terms and Conditions of this contact found on pages four and five of this letter.

To accept this award, please follow these instructions:

1. Print out the *Notice of Award*, which is page three of this letter.
2. Secure the signatures and date of signatures for both the project director and the President/CEO of the DMO. If it is not possible to secure both signatures on one copy, you may collect the signatures on two separate copies
3. Scan and upload a copy of the signed *Notice of Award* to your Submittable account. You may do this by opening your application submission and uploading through the Messages tab.
4. After the Division of Tourism (MDT) Director signs the contract, you will receive a finalized copy via Submittable.

Some important things to note:

- **All awards are contingent on MDT funding. Award amounts may change at anytime.**
- **It is important that this process be completed by July 1, 2023. If we do not receive a signed "Notice of Award" we will assume that you are declining the funding.**
- **You may not begin incurring costs for this project until July 1, 2023. This is also the contract's effective date.**

Conveniently located on the Program tab of <https://Industry.VisitMO.com/>, you will find information on a variety of relevant topics developed to assist you as you complete your FY24 Cooperative Marketing Program project. It is important that the most current versions of the Guidelines and the appropriate forms be used.



Participants are expected to complete all activities as outlined in the timeline presented with the application. It is important to keep the Cooperative Marketing staff informed of any delays to the approved project and changes must be approved in advance. Also, please notify the appropriate MDT staff of any changes in your organization including project director, address, email address, etc., so that your organization receives all important program information promptly.

The Division of Tourism values our cooperative partnerships. We wish you every success with your project and want to assist you in every way we can. You will be contacted via phone and email from time to time throughout the year with important information and reminders relating to your project. Please feel free to contact us with any questions or concerns.

Leslie Hoey, Cooperative Marketing Program Coordinator:

573-526-1551 or Leslie.hoey@ded.mo.gov

Megan Rogers, Cooperative Marketing Manager:

573-751-3246 or Megan.rogers@ded.mo.gov

Sincerely,

A handwritten signature in black ink that reads "Megan P. Rogers". The signature is written in a cursive, flowing style.

Megan Rogers
Cooperative Marketing Manager



NOTICE OF AWARD

State Of Missouri

Division Of Tourism

Cooperative Marketing Program

PO Box 1055, Jefferson City, MO 65102

CONTRACT NUMBER 24-257-20-093007	CONTRACT TYPE Marketing Matching Grant
PROJECT NAME Experience Carthage, MO FY 24	CONTRACT PERIOD July 1, 2023 through June 30, 2024
CONTRACTOR/DMO NAME City of Carthage	VENDOR NUMBER 44-6000157
ADDRESS 402 S. Garrison Ave Carthage, Missouri 64836	AMOUNT APPROVED \$100,000.00
ACCEPTED BY THE DIVISION OF TOURISM AS FOLLOWS: The proposal submitted is accepted in accordance with the following additions, amendments and/or revisions: • Terms and Conditions (attached) • <u>Required outcome measurement:</u> 1. Project Assessment Report form 2. Tax Revenue Comparison Report • Award amount is contingent on MDT funding levels and may be reduced unilaterally by the Division of Tourism due to the unavailability of funds or reduced appropriation authority, including but not limited to withholdings made pursuant to Mo. Const. Art. IV §27.	
DIRECTOR OF THE DIVISION OF TOURISM <i>Signature</i> Stephen Foutes	DATE

ACCEPTANCE OF AWARD	
This Award Agreement may be executed in one or more counterparts, each of which is an original and all of which constitute the Award Agreement. As representatives for the above mentioned DMO, we hereby accept the award of the Cooperative Marketing Grant, matching funds for implementation of the project/contract described herein. IN WITNESS WHEREOF, the parties hereto have executed this Award Agreement effective as of the date last set forth below.	
CEO, Greg Dagnan <i>Signature</i>	DATE

STATE OF MISSOURI
DIVISION OF TOURISM, COOPERATIVE MARKETING PROGRAMS
TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

2. APPLICABLE LAWS, REGULATIONS AND GUIDELINES

- The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and program guidelines related to the performance of the contract to the extent that the same may be applicable.
- To the extent that a provision of the contract is contrary to the guidelines of the Cooperative Marketing programs, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).
- In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status.

3. COMPLETION OF CONTRACTED SERVICES

- The contractor understands and agrees that the marketing activities approved in the application or subsequently approved revision must be completed as described within the application and that all activities must comply with all provisions of the program requirements as listed in the most current Program & Reports Guides.
- The contractor shall not transfer any interest in the contract, whether by assignment or otherwise.

4. APPROVAL AND ACCEPTANCE

- Advertising and marketing activities must take place within the time frame stated in the contract or approved revision.
- No creative execution received by the agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect and approve said materials, artwork, and/or creative design.
- All marketing and advertising creative that does not comply with the specifications and/or requirements or that is otherwise unacceptable may be rejected. In addition, creative execution that is discovered to be of poor quality or does not conform to reasonable standards upon inspection may be rejected.
- Artwork for ads placed with funding from the Marketing Matching Grant program must receive approval from MDT prior to placement each program year.

5. QUARTERLY REPORTING AND REIMBURSEMENT OF APPROVED EXPENSES

- Reimbursement for all approved services shall be made in arrears as a part of a Quarterly Project Update/Reimbursement Request form submitted each fiscal quarter with all required documentation as stated in the most current Grant Program & Reports Guide and must utilize official, current program forms or database.
- At least 10% of the cost of each invoice must be paid by the contractor before an invoice may be submitted for reimbursement.
- The State of Missouri assumes no obligation for activities beyond those specifically outlined in the application. Any unauthorized activity is subject to the state's rejection and shall be denied reimbursement.

6. OUTCOME MEASUREMENT

The contractor agrees and understands that measurement of the marketing project outcome is required as outlined in the most current Program & Reports Guide, that the required documents must be submitted in a timely manner, and that failure to do so will be considered a breach of contract.

7. CONFLICT OF INTEREST

Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

8. WARRANTY

The contractor expressly warrants that all services provided shall: (1) conform to the specifications, drawings, samples or other descriptions which were furnished to the agency, (2) are fit and sufficient for the purpose intended, (3) be of good creative quality, and (4) meet the terms of performance as described in the FY2024 Program & Reports Guide. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said products and services.

9. REMEDIES AND RIGHTS

- No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

10. CANCELLATION OF CONTRACT

- In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed in a timeframe determined by the state agency.
- If the contractor fails to cure the breach or if circumstances demand immediate action, the state agency will issue a notice of cancellation terminating the contract immediately and /or suspending or revoking the DMO's certification.
- If the state cancels the contract for breach, the state reserves the right to obtain the services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate.
- The contractor understands and agrees that funds required to reimburse the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.
- The funding for this project/application may be reduced unilaterally by the Division of Tourism due to the unavailability of funds or reduced appropriation authority, including but not limited to withholdings made pursuant to Mo. Const. Art. IV §27.

11. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.