COUNCIL BILL NO. 24-36 **ORDINANCE NO. 24-38**

An Emergency Ordinance to enter into a Memorandum of Understanding Agreement with the City of Joplin, for Participation in the Missouri Division of Tourism ("MDT") Marketing Matching Grant ("MMG") program, in the City of Carthage, Missouri.

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 a Memorandum of Understanding with the City of Joplin, for Participation in the Missouri Division of Tourism ("MDT") Marketing Matching Grant ("MMG") program, a copy of which 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 23rd DAY OF JULY, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Services

MEMORANDUM OF UNDERSTANDING

This Agreement is made and entered into this 23 day of July, 2024, by and between the **City of Carthage, Missouri** (hereinafter referred to as "Carthage"), and the **City of Joplin, Missouri** (hereinafter referred to as "Joplin"), collectively referred to as "the parties".

WHEREAS, the Missouri Division of Tourism ("MDT") has implemented the Marketing Matching Grant ("MMG") program for the purpose of increasing visitation and tourism spending in Missouri; and

WHEREAS, the MMG program reimburses up to 50% of approved media projects; and

WHEREAS, the City of Carthage, Missouri, is a Destination Marketing Organization ("DMO") and responsible for disbursing MMG program funds for Jasper County, Missouri; and,

WHEREAS, the City of Joplin, Missouri, is an MMG program recipient; and

WHEREAS, the purpose of this Agreement is to better define the responsibilities of Carthage and Joplin regarding participation in the MMG program.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. MMG program. The Parties acknowledge and agree that Joplin has applied for and been granted an approved project and will buy the media for said project to be reimbursed by MDT through Carthage as its DMO. The current estimate of the award to Joplin is $35,971.00. Carthage shall have no financial obligation under this Agreement other than to disburse MDT funds consistent with MDT DMO guidelines.

2. Term. This Agreement shall be effective from July 1, 2024, through June 30, 2025.

3. Termination. Either party may terminate its obligations under this Agreement by giving thirty (30) days' written notice to the other party.

4. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

5. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the other party.

6. Choice of Law and Venue. This Agreement has been made, and its validity, performance, and effect shall be determined in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

7. Compliance with laws. The Parties shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

8. Consequential Damages. In no event shall either party be liable to the other party for special, indirect, or consequential damages.

9. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

10. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

11. Indemnification. Subject to the sovereign immunity of each party which is expressly preserved by each party, each party agrees to indemnify, defend, and hold harmless the other party from any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses therewith made, brought, or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be either party, their elected officials, officers, agents, contractors, or employees, or any third person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to the indemnifying party's intentional, reckless, or grossly negligent acts performed under this Agreement.

12. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and District at the addresses as follows:

City of Carthage, Missouri
ATTN: City Administrator
326 Grant Street
Carthage, MO 64836

City of Joplin, Missouri
ATTN: City Manager
602 S. Main St.
Joplin, MO 64801

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

13. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

14. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

15. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF CARTHAGE, MISSOURI

By: Dan Rife, Mayor
Its: authorized signatory

ATTEST:

Miranda Deal
Miranda Deal, City Clerk

CITY OF JOPLIN, MISSOURI

By:
Its: authorized signatory

ATTEST:

Holly Nagy, City Clerk