

BILL NO. 87-2023

ORDINANCE NO. 87-2023

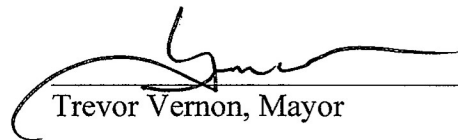
AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ELDON, MISSOURI, AND THE ELDON AREA CHAMBER OF COMMERCE.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ELDON, MISSOURI AS FOLLOWS:

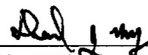
Section 1. The agreement shall be substantially the same in form and content as agreement attached hereto as Exhibit A.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES, PASSED by the Board of Aldermen and **APPROVED** by the Mayor this 12 day of December 2023.


Trevor Vernon, Mayor

ATTEST:


~~Leslie Wilson, City Clerk~~

David McKenney, Deputy City Clerk

MEMORANDUM OF AGREEMENT

By and between

CITY OF ELDON

and

ELDON AREA CHAMBER OF COMMERCE

This agreement is made and entered into on the _____ day of _____, 2023, by and between, Eldon Area Chamber of Commerce, 210 E 6th Street, Eldon, Missouri 65026, hereinafter referred to as "Eldon Chamber" and the City of Eldon, hereinafter referred to as "Client" to update and provide the most recent available data to apply for Missouri State Parks Recreational Trail Program Grant for the Rock Island Trail.

The Client has requested Eldon Chamber to provide services to develop a Recreational Trails Program Grant and such technical assistance, may be referred to herein as the "Project".

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

1. **Services to Client:** Eldon Chamber shall provide the services of one or more of its employees to the client for the purpose of completing technical assistance for the project described herein above. Technical assistance shall include, but is not limited to, the completion of the City of Eldon Recreational Trail Program Grant.

Scope of Services include:

- a. **Organization and information Gathering.**

Eldon Chamber will gather and organize information that pertains to the Recreational Trails Program Grant

- b. **Orientation and meeting.**

Eldon Chamber will host an open house discussion about the Project and collect public input about the future project.

- c. **Writing Grant/ City review grant**

Eldon Chamber will write the Recreational Trails Program Grant. Before submitting the Grant, Eldon Chamber will bring the project to City Administrator and Board of Aldermen to review the Grant Before submitting.

- d. **Submit Grant**

Eldon Chamber will submit the Recreational Trails Program Grant in adequate time for any changes, or additions to be made.

2. **Client to Supply Data and Records as requested by ELDON CHAMBER:**

The Client agrees to appoint a single point of contact to work with Eldon Chamber, and the Client agrees to supply data that is available to complete project.

3. Independent Contractor

Both the Client and Eldon Chamber agree that Eldon Chamber and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither Eldon Chamber nor the Client shall have the authority to obligate or bind the other without the express written consent of the other party.

4. Confidential Information

Eldon Chamber agrees that any information received by Eldon Chamber and its employees and representatives during the term of this agreement, and at any time thereafter, concerning the personal, financial, or other affairs of a private individual or business will be treated by Eldon Chamber in full confidence and will not be revealed to any other person, firm or corporation without the express consent of the Client, or where otherwise required by law, regulations, legal process or the State's Open Meeting Law.

5. Client to Hold Harmless Eldon Chamber

The Client will hold harmless Eldon Chamber and the agents, employees, and representatives of Eldon Chamber from all liability and claims of liability arising out of or incident to Eldon Chamber's performance of its obligations under this agreement, excepting Eldon Chamber's negligence or intentional misconduct. The Client further warrants and agrees that all data and information provided to Eldon Chamber in conjunction with Eldon Chamber's performance of its obligations hereunder, is true and correct, and Eldon Chamber, its agents, representatives and agency herein above described may rely on upon its accuracy for purposes of the Project and throughout the completion of said project. Client releases and fully discharges Eldon Chamber and its employees and representatives from all liability or claims of liability arising out of or incident to the compilation of such information and data and the processing and analysis thereof. Client acknowledges that the decision to proceed with the technical assistance and services to be provided under this agreement have been the sole and exclusive decision of the Client, and the Client releases Eldon Chamber and its employees and representatives from all liability or claims of liability in the event of disapproval of the project or revocation thereof for reasons relating to the Client.

6. Time of Performance

Eldon Chamber shall promptly proceed with its obligations under this agreement and use reasonable efforts to complete the same within a reasonable time. Client acknowledges and agrees, however, that Eldon Chamber shall not be bound by time limitations specified by the Client or imposed by the Client's agreements with third parties. No performance bond shall be required of Eldon Chamber.

7. Consideration

In consideration of the services provided by Eldon Chamber hereunder the Client agrees to pay Eldon Chamber an amount not less than two thousand and five hundred dollars (\$2,500). Client shall be invoiced the start of the Project and Client shall pay in a timely manner. If Eldon Chamber is requested by the Client to provide other services additional to those described

herein, as the case may be, such services will be paid for by the Client at an agreed upon member's rate of \$20.00 per staff hour.

8. Termination of Agreement

This agreement will terminate upon the completion of the project as herein above identified; except that either Eldon Chamber or the Client may terminate this contract prior to completion of the project, without cause by giving the other party not less than thirty (30) days written notice thereof. In the event of termination prior to completion of the project, the Client shall pay the cost of services rendered by Eldon Chamber, and expenses incurred in the performance of this agreement to the effective date of termination.

9. Equal Employment Opportunity

Eldon Chamber and Client agree that during the performance of this agreement, neither shall discriminate against any employee who is employed in the project covered by this agreement or discriminate against any applicant for employment on account of the project, due to race, color, religion, sex, age, handicap, or national origin. Eldon Chamber and Client would take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, religious affiliation, sex, age, handicap, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Eldon Chamber and Client agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.

Eldon Chamber and Client will, in all solicitation or advertisements for employees placed by or on behalf of Eldon Chamber state that all qualified applicants will receive consideration for employment without regard to race, color, religion, religious affiliation, sex, handicap, or national origin.

Eldon Chamber and Client will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. Compliance with Applicable Law and Regulations

In Eldon Chambers performance of this agreement, and in the Clients performance of its obligations and responsibilities under the project, each party shall comply with all applicable laws and regulations, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation, including but not limited to the following:

a.) Equal Employment Opportunity. In addition to Section 9 above, the client and Eldon Chamber during the performance of this contract, agree as follows:

- i.) The client and Eldon Chamber will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- ii.) The client and Eldon Chamber will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- iii.) In the event of the client or Eldon Chamber 's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the client and Eldon Chamber may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- iv.) The client and Eldon Chamber will include the provisions of paragraphs (i) through (iv) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The client and Eldon Chamber will take such action with respect to any subcontract or purchase order directed by the Secretary of Labor, as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the client or ELDON CHAMBER becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the client or ELDON CHAMBER may request the United States Government to enter into such litigation to protect the interests of the United States.

b.) Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

c.) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, familial status, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination based on age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

Affirmative Action for Handicapped Workers:

- i) Eldon Chamber will not discriminate against any employee or applicant for employment because of physical or mental handicap regarding any position for which the employee or applicant for employment is qualified. ELDON CHAMBER agrees to take affirmative action to employ, advance in employment and to otherwise treat qualified handicapped individuals

without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

- ii) ELDON CHAMBER agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iii) In the event of the ELDON CHAMBER's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iv) ELDON CHAMBER agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the ELDON CHAMBER's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- v) The ELDON CHAMBER will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that ELDON CHAMBER is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- vi) ELDON CHAMBER will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. ELDON CHAMBER will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

d.) Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely based on his/her handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients of federal funds, who are subject to Section 504, must certify compliance with all provisions of this Section.

e.) Age Discrimination Act of 1975. No person in the United States, based on age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

f.) Interest of ELDON CHAMBER and Employees. ELDON CHAMBER covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. ELDON CHAMBER further covenants, that in the performance of this Contract, no person having any such interest shall be employed.

g.) Section 3 of the Housing and Urban Development Act of 1968, as amended, provides that, to the greatest extent feasible, opportunities for training and employment shall be given to recipients of public housing and lower-income residents of the unit of local government or the

metropolitan area (or non-metropolitan City) in which the project is located; contract work in connection with such projects shall be awarded to business concerns which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan City) as the project, employ Section 3 residents in full-time positions, or subcontract with businesses which provide economic opportunities to lower income persons.

- a) **Illegal Immigrants**, both the Client and ELDON CHAMBER understand and accept responsibility under the Revised Statutes of Missouri (RSMo) Sections 285.525 through 285.555 (illegal immigrants) to ensure that “no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.” Client and ELDON CHAMBER further certify that any contract awarded by them, related to this agreement, will require the contracted business entity to comply with the references mentioned above. Both the Client and ELDON CHAMBER understand that failure to comply with this requirement will subject them to the penalties described in the references mentioned above.

11. Incorporation of Certain Provisions in Contract Documents

The parties agree that where applicable, provisions of this agreement relating to Executive Orders 11246 and 12086, and the required notice and disclosure provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, will be incorporated in all contracts necessary to complete the project. Unless specifically exempted by the rules or regulations or orders of the United States Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 and 12086, the Parties, where applicable, will cause the notice and disclosure provisions of such Executive Orders to be contained in all contracts binding subcontractors and vendors for the project. LOCLG will take such action with respect to any subcontract or vendor contract, as may be directed by the Secretary of Labor, as a means of enforcing such provisions, including sanctions for noncompliance provided however, that in the event LOCLG becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, LOCLG may request the United States to enter into such litigation to protect the interests of the United States.

The Client acknowledges that compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations issued under 24 C.F.R. Part 135, and all applicable rules and orders of the Department of Housing and Urban Development shall be a condition of federal financial assistance provided to the project, where applicable, and binding upon the Client and recipient of any such assistance. Client further acknowledges that failure to fulfill the requirements of 24 C.F.R. Part 1 through 5 shall subject the Client and any recipient of assistance, together with contractors, subcontractors, and vendors, to sanctions specified in any applicable grant or loan agreement or other contract through which federal assistance is provided, and to those sanctions which are specifically enumerated in 24 C.F.R. Part 1 through 5. Client acknowledges that neither with contract or subcontract with any party where it has notice or knowledge that the party has been found in violation of the regulations issued under 24 C.F.R. Part 1 through 5, and neither LOCLG nor the Client may approve any contract or subcontract unless the party thereto has provided LOCLG and

the Client, as the case may be, with a preliminary statement of ability to comply with the requirements of the regulations issued under 24 C.F.R. Part 1 through 5.

12. Conflict of Interest

No member of the governing body or board of the Client, and no other officer, employee, or agent of the Client, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, shall have any personal financial interest, direct or indirect, in the projects or this agreement.

13. Authority to Enter into Agreement – Binding Affect

Both Eldon Chamber and the Client have been duly authorized to enter into this agreement by their respective governing body or board and this agreement is a binding obligation on the parties and may be enforced in accordance with its terms.

14. Enforcement – Costs of Collection

In the event Client should default in the payment of any sum due hereunder or in the performance of any obligation on its part to be performed, and in the event Eldon Chamber should retain or engage an attorney or attorneys to collect or enforce or protect its interest with respect to this agreement, the Client shall pay all costs and expenses of such collection, enforcement, or protection, including reasonable attorney's fees.

15. Governing Law

This agreement shall be governed by a constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with state or federal law and regulation.

16. Notices

All notices, request, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by prepaid United States registered or certified mail, with return receipt requested, addressed, as the case may be, to Eldon Chamber of Commerce , 210 E 6th St, Eldon, Missouri 65026; and to the Client at City of Eldon, 101 S Oak, Eldon, Missouri 6502; or such address as any party shall designate to the other from time to time in writing forward in like manner.

17. Captions

The captions of various sections and paragraphs of this agreement have been inserted only for the purpose of convenience, and such captions are not a part of this agreement and shall not be deemed in any manner to modify, explain, enlarge, or restrict the provisions of this agreement.

18. Amendments

No amendment, modification, termination, or waivers of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

19. Severability of Provisions

Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement of affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

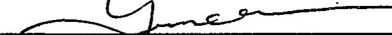
ELDON AREA CHAMBER OF COMEMRCE

BY: _____

TITLE: _____

DATE: _____

CITY OF ELDON

BY: 

TITLE: Mayor

DATE: 12/15/23