

## AGREEMENT

**This Agreement** is made and entered into by and between:

- **The Mid-Missouri Regional Planning Commission** (hereinafter "Mid-MO RPC"),
- **The City of Columbia, Missouri**, a municipal corporation (hereafter "City"); and
- **Regional Economic Development Incorporated** (hereinafter "REDI").

**WHEREAS**, Mid-MO RPC is one of nineteen organizations in the State of Missouri that deliver a variety of federal, state, and local programs;

**WHEREAS**, the purpose of Mid-MO RPC is to function as a planning organization, technical assistance provider and resource to its member local governments and, pursuant to §§ 251.300 and 251.380 RSMo, has authority to enter into contracts with local governments as necessary to enable it to perform its functions and promote regional planning;

**WHEREAS**, Mid-MO RPC is a voluntary association of local governments in the six-county region of Boone, Callaway, Cole, Cooper, Howard and Moniteau;

**WHEREAS**, Mid-MO RPC's guiding principles are to serve as an advocate for the region, to provide a professional staff to serve as a resource for member governments, to provide a forum for local officials to discuss regional issues and concerns, and to promote community and economic development;

**WHEREAS**, REDI is a nonprofit, public/private partnership created to enhance the vitality of business and increase the number of quality, sustainable jobs in Columbia and Boone County, Missouri;

**WHEREAS**, REDI is funded by the City, Boone County, the University, and more than 100 local businesses and municipalities to coordinate the area's economic development activities.

**WHEREAS**, the City, through an agreement with REDI, provides staffing for REDI, including an entrepreneurship program coordinator;

**WHEREAS**, REDI's entrepreneurship program coordinator provides expertise to help businesses at every stage of development, from concept to startup, growth to renewal, and maturity to succession.

**WHEREAS**, the entrepreneurship program coordinator will assist recruitment of new clients into The Hub and facilitate participation of those clients in mid-Missouri entrepreneurial programs throughout the six-county region.

**WHEREAS**, Mid-MO RPC has determined it is advantageous to Mid-MO RPC to contribute funds to the City to assure the REDI staff continue to provide this business expertise to businesses in Columbia and the communities of Boone, Callaway, Cole, Cooper, Howard, and Moniteau counties; and

**WHEREAS**, the source of the funds provided to the City for the entrepreneurship program coordinator positions will be from federal grants; with the potential that available funds from the grants may change from year to year.

**NOW, THEREFORE**, for and in consideration of the individual and mutual promises of the parties hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. **Term.** This Agreement shall be for a term of 13 months commencing on May 10, 2021 and ending June 30, 2022.

2. **Amount.** Mid-MO RPC agrees to provide a sum of money toward the salary and benefits of the entrepreneurship program coordinator position for as long as this agreement is in effect. The current amount available is \$40,000.

3. **Services Provided.** As long as this agreement is in effect, the City agrees to use the funds to support the entrepreneurship program coordinator position and assure that REDI continues to staff the entrepreneurship program coordinator position for the purpose of providing expertise to help businesses at every stage of development. In addition to the funds provided by Mid-MO RPC, the City will devote at least an equal additional amount to support the entrepreneurship program coordinator position for the purpose of providing expertise to help businesses at every stage of development. This additional amount will be reported back to Mid-MO RPC as the match for the purpose of allowing Mid-MO RPC to meet federal grant reporting requirements.

4. **Invoicing and Payment.** Project Invoices are due at two intervals. REDI supplies services described above, and the City will submit an invoice to Mid-MO RPC in two increments: 1<sup>st</sup> period ends September 30, 2021, with project invoices due October 15, 2021, and 2<sup>nd</sup> period ends April 30, 2022, with project invoices due June 15, 2022. In addition, along with the invoices, the City will report the additional amount spent in cost share by the City to support the entrepreneurship program coordinator position for the purpose of providing expertise to help businesses at every stage of development. Mid-MO RPC will remit payment to the City within 30 days of receiving the invoice.

5. **Continuation of Funding.** Mid-MO RPC will continue to apply for the federal grants that provide the funds as long as this agreement is in effect and will seek the maximum amount available for this type of service. Upon applying for grant funding, Mid-MO RPC will inform the City and REDI of the amount of the grant requested and the amount Mid-MO RPC will provide the City if the full amount of the grant request is awarded. If the proposed or awarded amount of funding ever changes, Mid-MO RPC will immediately notify the City and REDI staff of the change. The City may immediately terminate this agreement if a reduction of funding occurs, or may continue to supply the services described above and accept the reduced amount.

6. **Activity Report.** The City will assure that REDI provides a monthly economic impact report/activity report to Mid-MO RPC indicating any new/retained jobs, sales increases, capitalization, business starts, long term clients, and client satisfaction or other relevant measures/information. The City and Mid-MO RPC agree that the report should contain information that is open and contain no information that is a closed record under Missouri law.

7. **Mutual Performance Required.** Nothing in this agreement obligates Mid-MO RPC to pay if services are not provided or obligates the City and REDI to provide services for which no payment will be received.

8. **Termination.** In addition to the termination provision in Paragraph 5, above, the agreement may be terminated in the following ways:

- a. By Mutual Agreement. This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.
- b. By Convenience. With ninety (90) days written notice, any Party may terminate this Agreement for convenience.
- c. By Default. Either Party may terminate this Agreement in accordance with Paragraph 5.

9. **Termination upon Default.** Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement. A Party shall be considered in Default of this Agreement upon:

- a. The failure to perform or observe a material term or condition of this Agreement;
- b. The Party (i) becoming insolvent; (ii) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consenting to the filing of any bankruptcy or reorganization petition against it under any similar law; (iii) making a general assignment for the benefit of its creditors; or (iv) consenting to the appointment of a receiver, trustee or liquidator;
- c. The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement;
- d. The failure of the Party to provide information or data to the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

10. **Notices.** Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

**If to the City or REDI:**

City of Columbia  
Director, Economic Development  
Department  
701 E. Broadway  
Columbia, MO 65205

**If to Mid-MO RPC:**

Regional Planner/Recovery Coordinator  
Mid-Missouri Regional Planning  
Commission  
P.O. Box 140  
Ashland, MO 65010

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

11. **No Third-Party Beneficiary.** No provision of the Agreement is intended to nor shall in any way inure to the benefit of any customer, or any other third party, so as to cause any such Person to constitute a third-party beneficiary under the Agreement.

12. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the parties, and neither party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of both parties.

13. **Applicable Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such state courts in the State of Missouri. The Parties agree to waive any defense of forum non convenience.

14. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

15. **Entire Agreement.** This agreement represents the entire and integrated Agreement between Mid-MO RPC and the City relative funding the entrepreneurship program coordinator position. All previous or contemporaneous agreements, representations, promises and conditions relating to entrepreneurship program coordinator position are superseded.

**16. Missouri Anti-Discrimination against Israel Act:** To the extent required by Missouri Revised Statute Section 34.600, REDI certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

**17. Titles.** Titles are provided for convenient reference only are not intended to have substantive effect or amend in any way the remaining language in this agreement.

**18. Authority.** The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this Agreement on behalf of the respective Parties.

[SIGNATURE PAGE FOLLOWS]

In witness whereof the Parties through their duly authorized representatives have executed this Agreement effective as of the date of the last party to execute the same.

**City of Columbia, Missouri**

**Mid-Missouri Regional Planning Commission**

By: \_\_\_\_\_  
John Glascock, City Manager *4/7/21*

By: David Bock  
David Bock, Executive Director

Date: \_\_\_\_\_

Date: 4-7-2021

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Attorney

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Regional Economic Development Inc.**

By: Matt Jenne  
Matt Jenne, REDI Chair

Date: 4/8/2021

ATTEST:

By: Benjamin A. Ross  
Benjamin A. Ross, REDI Secretary

Date: 4-8-2021