

**AGREEMENT  
BETWEEN THE CITY OF COLUMBIA, MISSOURI,  
AND  
THE BUSINESS LOOP CID**

THIS AGREEMENT, made and entered into on the date of last signatory noted below (hereinafter "Effective Date"), by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"); and The Business Loop Community Improvement District, a Missouri political subdivision and community improvement district (hereinafter "District"). City and District are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Parties recognize the need to support the community's food and restaurant industry;

WHEREAS, District serves the Columbia community by operating a shared kitchen, CoMo Cooks Shared Kitchen (hereinafter "CoMo Cooks") that helps local food based entrepreneurs launch and grow new food and beverage businesses;

WHEREAS, CoMo Cooks provides an opportunity to reduce overhead costs, test new ideas, and offer business coaching in order to lower the barriers to entry for cooks in historically excluded groups;

WHEREAS, CoMo Cooks is seeking a permanent location to house the shared kitchen, and District has secured a new location within the City of Columbia;

WHEREAS, District has raised funds for the construction of the new kitchen location and is in need of additional funds for the relocation and construction of new space, general equipment costs, as well as funding for scholarships geared toward minority owned businesses.

NOW, THEREFORE, City and District agree as follows:

1. Scope of Work and Payments: The District will operate CoMo Cooks to help local food based entrepreneurs launch and grow new food and beverage businesses for the period of time it receives funding from City. The City will reimburse the District for costs incurred over a three year period, not to exceed \$250,000.00 as provided herein. Such costs shall include the costs of labor, material and supplies incurred in the construction of the new CoMo Cooks kitchen; removal, reinstallation, and purchase of necessary equipment, and scholarship assistance for minority cooks. Any additional or future costs to the project incurred due to the District's actions shall be the sole responsibility of the District.
  - a. Scope of Reimbursable Expenses: The items for which the District will receive funding is described in District's **Budget Summary**, which is attached as **Exhibit A**.
  - b. Costs not to Exceed. The Parties have established a maximum sum of **two hundred fifty thousand dollars (\$250,000.00)** for District's total cost allowance for services as outlined in this Agreement. City will reimburse District for authorized expenditures upon written application by District. The District shall submit reimbursement applications to the office of the Economic Development for the City of Columbia. All expenses for payments to third parties or for materials or equipment on hand shall be documented and are reimbursable at cost only. City may request any documentation from District it deems necessary to substantiate the claimed expenses. City shall issue payment for reimbursable expenses within thirty (30) days of receipt of a reimbursement application.
  - c. Notwithstanding the Budget Summary, the total payments to the District may be less than \$250,000.00 if purchases and expenses are less than projected. All reimbursement requests must be submitted on or before three years from the effective date of this agreement.
2. Term. This Agreement shall commence on the Effective Date and shall continue for a period of three (3) years, unless terminated or extended pursuant to the terms set forth herein.
3. City Recognition: District shall ensure recognition of the role of the City of Columbia in providing equipment and services through this agreement, including reference to the support provided herein in all publications made possible with funds available under this Agreement.

4. Records and Reports: District shall retain all records and reports pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all audit findings, whichever occurs later. All records shall be made available to City for inspection upon request
5. Conditions of Funding Assistance: It is further agreed that the funds involved in this Agreement shall be in the form of a grant, and that the essence of this Agreement is to provide funds for the benefit of food based entrepreneurs and minority cooks, that meet the requirements of the program.
6. Other Provisions.
  - a. District agrees that City may suspend or terminate this Agreement should District materially fail to comply with any of the terms of this Agreement and the District fails to cure or correct such failure within thirty (30) days of receipt of written notice from the City of such failure.
  - b. District shall not permit or allow any nuisance to be established or maintained on the above-described property and any funds expended by City in abating any nuisance in accordance with applicable ordinances may be drawn by City out of the funding provided under this Agreement and such drawn out funds shall not be available to District for reimbursement under this Agreement.
  - c. Any amendment to this Agreement must be in writing and must be executed by City and District. Oral modifications or amendments of this Agreement shall be of no force or effect.
  - d. This Agreement may not be transferred or assigned to any other party without the express approval of the Columbia City Council, which such consent may be granted or withheld in sole discretion of the City Council.
7. Compliance. Upon finding that District materially failed to comply with any term of this Agreement, District shall cease expenditure or obligation of any funds provided to District under this Agreement and any remaining unexpended grant funds on hand at the time of such finding shall be transferred to the City of Columbia upon request by City.
8. Governing 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 contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
9. General Laws. District shall comply with all federal, state, and local laws, rules, regulations, and ordinances, including but not limited to Section 285.530 RSMo.
10. Nondiscrimination. During the performance of this Agreement, District shall not discriminate in the provision of services pursuant to this Agreement against any person because of race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin.
11. Americans with Disabilities Act. District shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. District shall make the services, programs, and activities governed by this Agreement accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations.
12. 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 City:  
 City of Columbia  
 ATTN: City Manager  
 P.O. Box 6015  
 Columbia, MO 65205-6015

If to District:  
 Business Loop CID  
 Attn: Executive Director  
 14 Business Loop 70 East  
 Columbia, MO 65203

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.

- 13. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials and officers on the day and year written below.

ATTEST:

**CITY OF COLUMBIA, MISSOURI**

\_\_\_\_\_  
Sheela Amin, City Clerk

BY: \_\_\_\_\_ Date \_\_\_\_\_  
De'Carlon Seewood, City Manager

*(Signature)* 2/21/22

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor/kmm

**THE BUSINESS LOOP CID.**

BY: \_\_\_\_\_ Date 2-21-22  
James Roark-Gruender, Chair

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, 1100 4020 -504990, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

\_\_\_\_\_  
Matthew Lue, Director of Finance

**Exhibit A**  
**City of Columbia/Business Loop CID Workforce Development Partnership**  
**Budget Summary**

Kitchen Construction not to exceed \$150,000.00

Equipment purchase and installation not to exceed \$85,000.00

Minority Business Scholarships (six (6) \$2,500.00 scholarships) not to exceed \$15,000.00

A minority-owned business is one in which the majority (at least 51%) of the company is owned and operated by a member (or collection of members) of four ethnic or racial groups: African Americans, Asian Americans, Hispanic Americans, and Native Americans.

**Total            \$250,000.00**