

MEMORANDUM OF UNDERSTANDING

Among Oregon RAIN (Regional Accelerator & Innovation Network),
Grant County, the City of John Day, Prairie City, and Canyon City

1. Purpose

1.1. The purpose of this Memorandum of Agreement (MOU) is to set out the terms by which Oregon RAIN (Regional Accelerator & Innovation Network), Grant County, the City of John Day, Prairie City, and Canyon City will work together to continue developing and supporting an entrepreneurial ecosystem that focuses on helping startups in their region launch and thrive.

1.2. The key contacts for this project are responsible for ensuring performance of the activities and duties described in this MOU. Changes to key contacts shall be made in writing and sent to all key contacts, whose names and addresses are:

Oregon RAIN

Caroline Cummings, Executive Director
P.O. Box 1564, Eugene, OR 97440
541.968.2982
caroline@oregonRAIN.org

Grant County

Tory Stinnett, Economic Development Dir.
530 East Main Street, Ste. 10, John Day, OR 97845
541.575.1555
tstinnett@grantcountyoregon.net

City of John Day

Nick Green, City Manager
450 East Main St., John Day, OR 97845
541.575.0028
green@grantcounty-or.gov

Prairie City

Jim Hamsher, Mayor
133 S. Bridge Street, Prairie City, OR 97869
541-820-3605
pchall@ortelco.net

Canyon City

Steve Fischer, Mayor
123 S. Washington St., Canyon City, OR 97820
541-575-0509
fischers@grantcounty-or.gov

1.3. Through this MOU, Grant County, the City of John Day, Prairie City, and Canyon City agree to provide funds to Oregon RAIN in return for it creating a culture of entrepreneurship through inclusive ecosystem-building and providing Rural Venture Catalyst support and resources for entrepreneurs and innovators residing in Grant County.

1.3.1. Grant County agrees to provide **\$10,000 for 2020-21** and **\$10,000 for 2021-22**.

1.3.2. City of John Day agrees to provide **\$5,000 for 2020-21** and **\$5,000 for 2021-22**.

1.3.3. Prairie City agrees to provide **\$300 for 2020-21** and **\$300 for 2021-22**.

1.3.4. Canyon City agrees to provide **\$500 for 2020-21** and **\$500 for 2021-22**.

1.4. Notwithstanding any other provision of this MOU, Grant County, the City of John Day, Prairie City, and Canyon City shall not be obligated for Oregon RAIN's performance hereunder or by any provision of this MOU during any of their future fiscal years unless and until their City Councils or County Commissioners appropriate funds for this MOU. In the event funds are not appropriated for this MOU by their City Councils or County Commissioners, then this MOU shall terminate as of October 31st in the last fiscal year for which funds were appropriated. Grant County, the City of John Day, Prairie City, and Canyon City shall notify Oregon RAIN in writing of any such non-appropriation of funds at the earliest possible date.

1.5. Oregon RAIN's Rural Venture Catalyst shall bring entrepreneurs and potential entrepreneurs together, providing them with increased access to **people** (mentors and accomplished entrepreneurs), **programs** (workshops and accelerators), **physical assets** (space and equipment), and **capital** (access to statewide funding sources, including the Oregon RAIN-catalyzed Cascade Seed Fund and crowdfunding).

1.6. Oregon RAIN, Grant County, the City of John Day, Prairie City, and Canyon City recognize that while \$15,800 per year is a significant investment in advancing the innovation economy in the region, an **additional \$65,000 – \$75,000 will be required to sustain the program each year**. Grant County, the City of John Day, Prairie City, and Canyon City shall support Oregon RAIN's efforts to identify and secure the required additional funding needed for the program (e.g., foundations, private corporations, state, and federal).

2. Duration of Agreement

2.1. This MOU will be in effect from **November 1, 2020 through October 31, 2022** and may be updated at any time through mutual written agreement of the parties.

2.2. No party may assign or transfer all or any portion of this MOU without the prior written consent of the other parties.

3. Goals

3.1. Continue to elevate the regional entrepreneurial ecosystem.

3.2. Raise additional funds for Rural Venture Catalyst activities in Grant County.

3.3. Support and expand mentoring, meetups, workshops, and other events to help gather, educate, and support entrepreneurs and innovators.

3.4. Continue to find and train high net-worth community members how to become angel investors.

3.5. Track overall budget and report progress to funders and partners.

3.6. Maintain and expand an established database of entrepreneurs, mentors, and ecosystem stakeholders.

3.7. Continue launching and supporting previously identified and assisted startups.

3.8. Deliver wrap-around mentoring services to Grant County's highest potential startups, including referring local startups to other regional resources to support their growth economic development organizations, individual Cities/Counties, The Small Business Development Center, the Oregon Technology Business Center, Business Oregon, Chambers of Commerce, Blue Mountain Community College, OSU Extension Service, etc.).

3.9. Meet other goals, as mutually agreed-upon among Oregon RAIN, Grant County, the City of John Day, Prairie City, and Canyon City.

4. Oregon RAIN's Responsibilities

Oregon RAIN shall:

4.1. Provide ongoing training, support, and supervision to the Rural Venture Catalyst and other Oregon RAIN team members serving Grant County.

4.2. Work collaboratively with Grant County, the City of John Day, Prairie City, and Canyon City to continue implementing its Rural Entrepreneurial Development Program, which includes tracking and supporting ecosystem partners and key stakeholders, asset mapping, community outreach, surveying, and other investigative activities to assess culture and climate as it relates to entrepreneurship and the overall community capacity to continue building and sustaining the region’s entrepreneurial ecosystem.

4.3. Monitor the overall budget and metrics for this program and report progress to Grant County, the City of John Day, Prairie City, Canyon City, and other funders. Metrics that will be gathered, tracked, and reported shall include: **number of entrepreneurs identified and assisted, revenue generated by startups assisted, jobs created by startups assisted, capital raised and sought by startups assisted, number and type of activities hosted, mentors engaged, and investors engaged.** Metrics are self-reported by entrepreneurs assisted.

4.4. Work collaboratively with Grant County, the City of John Day, Prairie City, and Canyon City to create and implement specific strategies to continue building Grant County’s entrepreneurial ecosystem. Within the City of John Day, Prairie City, and Canyon City, Oregon RAIN shall: conduct educational events, find and support entrepreneurs by matching them with resources, identify and train potential mentors, find and educate potential angel investors, conduct asset mapping to identify resources and gaps in the regional entrepreneurial ecosystem, and make recommendations for strengthening the entrepreneurial ecosystem.

4.5. Continue building a network of stakeholders who have a shared vision for building an entrepreneurial ecosystem in Grant County to ensure entrepreneurs are connected to a broad network of resources.

4.6. Provide communication and public relations support for this program.

4.7. Lead efforts to develop strategies for a sustainable program, including collaborative fundraising, grant writing efforts, and joint financial “asks,” where appropriate. Grant County, the City of John Day, Prairie City, and Canyon City shall provide assistance with these efforts, as needed.

4.8. Work collaboratively with Grant County, the City of John Day, Prairie City, and Canyon City to gather case study documentation, including videos, interviews, quotes, stories, and “essential questions” at community events, town halls, and forums.

5. Grant County, the City of John Day, Prairie City, and Canyon City’s Responsibilities

Grant County, the City of John Day, Prairie City, and Canyon City shall:

5.1. Engage with Oregon RAIN’s Rural Venture Catalyst and actively support the program to foster maximum program results.

5.2. Work collaboratively with Oregon RAIN to create and implement specific strategies to continue assessing, supporting, and building an entrepreneurial ecosystem in Grant County, including strategies that are innovative.

5.3. Work with Oregon RAIN to develop strategies for a sustainable program, including collaborative fundraising, grant writing efforts, and joint financial “asks,” where appropriate.

5.4. Help Oregon RAIN gather metrics for this program—where appropriate—providing this data to Oregon RAIN no fewer than ten (10) business days before funder progress reports are due.

5.5. Help Oregon RAIN promote outreach and activities for this program.

5.6. Encourage their staff and economic development partners to engage with Oregon RAIN and work collaboratively with them to grow the entrepreneurial ecosystem.

5.7. Support Oregon RAIN's communication and public relations activities for this program, as needed.

5.8. Work collaboratively with Oregon RAIN to gather case study documentation, including videos, interviews, quotes, stories, and "essential questions" at community events, town halls, and forums.

5.9. Work collaboratively with Oregon RAIN to develop a sustainability plan that identifies potential sources of support and a timeline and action plan for accessing or applying to those sources.

6. Payment Schedule

6.1. Grant County, the City of John Day, Prairie City, and Canyon City shall provide \$31,600 to Oregon RAIN to continue building an entrepreneurial ecosystem and culture in Grant County that focuses on helping startups launch and thrive.

6.2. The funds shall be paid to Oregon RAIN in two (2) installments:

6.2.1. The **first installment** shall be paid on or before **November 1, 2020** as follows:

- Grant County agrees to pay **\$10,000.00**
- City of John Day agrees to pay **\$5,000.00**
- Prairie City agrees to pay **\$300.00**
- Canyon City agrees to pay **\$500.00**

6.2.2. The **second installment** shall be paid on or before **November 1, 2021** as follows:

- Grant County agrees to pay **\$10,000.00**
- City of John Day agrees to pay **\$5,000.00**
- Prairie City agrees to pay **\$300.00**
- Canyon City agrees to pay **\$500.00**

7. Diversity, Equity, and Inclusion

7.1. Just as biodiversity strengthens natural systems, the diversity of human experience strengthens our entrepreneurial ecosystem building efforts. Oregon RAIN represents and reflects that human diversity, embracing it in all the communities where we work, in order to achieve our goals. To that end, we are committed to increasing the diversity of our staff, board, volunteers, mentors, and partners, and to fostering an inclusive network of stakeholders and partners in all kinds of communities, from rural to urban.

7.2. Equity, diversity, and inclusion is not only a best practice for business, it's a strategic imperative. Our business and strategies are enriched and made stronger by the contribution of the experiences, perspectives, and values of diverse individuals and communities. Creating an innovation economy transcends political, cultural, and social boundaries, and so must Oregon RAIN in order to expand our reach and engage more people in Oregon's entrepreneurial ecosystem.

7.3. Oregon RAIN is dedicated to providing a work environment that prioritizes fairness and respect. At Oregon RAIN, everyone is treated equally and is encouraged to achieve their fullest potential. We respect the individuality of each member of our community, and we are committed to a workplace free of any kind of discrimination based on race, color, religion, sex, age, sexual orientation, gender identity and expression, disability, national or ethnic origin, politics, or veteran status.

7.4. With a plurality of voices, Oregon RAIN will inspire more entrepreneurs and help create more jobs and revenue in Oregon. Respect, inclusion, and opportunity for people of all backgrounds, lifestyles, and perspectives will attract the best ideas and harness the greatest passion to shape a more vibrant future for all Oregonians. By honoring and celebrating the remarkable diversity of the human species, Oregon RAIN will bring new creativity, effectiveness, and leadership to our work.

8. Intellectual Property

8.1. Oregon RAIN, Grant County, the City of John Day, Prairie City, and Canyon City agree that any intellectual property that is jointly-developed by the parties to this MOU may be used by any party for non-profit, non-commercial purposes without obtaining consent from the other parties and without any need to account to the other parties.

8.2. All intellectual property that was developed independently by one party to this MOU shall be the sole property of that party, requiring written consent before it could be used by the other parties.

9. Association

9.1 Oregon RAIN, Grant County, the City of John Day, Prairie City, and Canyon City are not entering into a legal partnership, joint venture, commercial undertaking for monetary gain, or other such business arrangement.

9.2. Oregon RAIN, Grant County, the City of John Day, Prairie City, and Canyon City shall not refer to this MOU or treat the arrangements of this MOU as a legal partnership, joint venture, commercial undertaking for monetary gain, or other such business arrangement.

9.3. Oregon RAIN, Grant County, the City of John Day, Prairie City, and Canyon City shall not take any actions that would be inconsistent with the intentions of this paragraph.

10. Dispute Resolution

10.1. Oregon RAIN, Grant County, the City of John Day, Prairie City, and Canyon City agree that, in the event of any dispute among them relating to this MOU, they shall first seek to resolve the dispute through informal discussions, which shall be initiated in writing.

10.2. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days from the written notice of dispute, all parties agree to attempt to resolve the dispute by mediation.

10.3. Oregon RAIN, Grant County, the City of John Day, Prairie City, and Canyon City agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration, or other dispute procedures.

10.4. Any party may commence the mediation process by providing written notice (Initial Mediation Notice) to the other party or parties, setting forth the subject of the dispute, claim, or controversy and the relief requested.

10.5. Within ten (10) days after receipt of the Initial Mediation Notice, the party or parties shall deliver a written response to the initiating party's notice.

10.6. The initial mediation session shall be held within thirty (30) days after the Initial Mediation Notice.

10.7. The costs of mediation shall be shared equally by the parties to the mediation.


10.8. Oregon RAIN, Grant County, the City of John Day, Prairie City, and Canyon City do not waive their legal right to adjudicate this MOU in a legal forum.

11. Entirety

11.1. This MOU constitutes the entire agreement among Oregon RAIN, Grant County, the City of John Day, Prairie City, and Canyon City concerning the subject matter thereof. All prior agreements, discussions, representations, warranties, and covenants are merged herein. Any amendments or modifications of this agreement shall be in writing.

11.2. There are no warranties, representations, covenants, or agreements (expressed or implied) among the parties except those expressly set forth in this agreement.

11.3. Electronic signatures are valid and binding. Each person signing this MOU represents and warrants that she or he is duly authorized and has legal capacity to execute and deliver this agreement. Each party represents and warrants to the other parties that the execution and delivery of this MOU and the performance of each party's responsibilities and obligations hereunder have been duly authorized and that this MOU is a valid and legal agreement binding on each party and enforceable in accordance with its terms.

<p>For Oregon RAIN</p> <p></p> <p>Signature _____</p> <p><u>Caroline Cummings</u> Name</p>	<p><u>10/7/2020</u> Date</p> <p><u>Executive Director</u> Title</p>	<p>For Grant County</p> <p>Signature _____</p> <p><u>Scott Myers</u> Name</p>	<p>Date _____</p> <p><u>Judge</u> Title</p>
<p>For City of John Day</p> <p>Signature _____</p> <p><u>Nick Green</u> Name</p>	<p>Date _____</p> <p><u>City Manager</u> Title</p>	<p>For Prairie City</p> <p>Signature _____</p> <p><u>Jim Hamsher</u> Name</p>	<p>Date _____</p> <p><u>Mayor</u> Title</p>
<p>For Canyon City</p> <p>Signature _____</p> <p><u>Steve Fischer</u> Name</p>	<p>Date _____</p> <p><u>Mayor</u> Title</p>		