

MEMORANDUM OF UNDERSTANDING

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

November 1, 2022 through October 31, 2024

1. Purpose

1.1. The purpose of this Memorandum of Agreement (MOU) is to set out the terms by which RAIN (Regional Accelerator & Innovation Network), Grant County, City of John Day, Prairie City, and Canyon City will work together to continue developing and scaling up the RAIN Rural Entrepreneurial Program in the region to help Grant County startups 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:

RAIN Caroline Cummings, CEO 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 Corum Ketchum, City Manager 450 East Main St., John Day, OR 97845 541.575.0028 ketchumj@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, City of John Day, Prairie City, and Canyon City agree to provide a total of **\$19,000 in grants and/or donations for FY 2022-23** and, if appropriated through the budget process, **\$29,000 in grants and/or donations for FY 2023-24**, according to the individual party contribution limits in Section 6 - Payment Schedule. These funds will be allocated to partially fund a Rural Venture Catalyst who will connect Grant County entrepreneurs and innovators to support and resources with the **goal of creating an inclusive culture of entrepreneurship** through ecosystem-building. See Section 6 for payment schedule.

1.4. **The making of grants and/or donations for FY 2023-24 shall be contingent on satisfactory progress toward performance of the agreed-upon metrics named in Section 4 of this MOU and the appropriation of funds by Grant County, City of John Day, Prairie City, and Canyon City governing bodies.**

1.5. 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

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accelerators), **physical assets** (space and equipment), and **capital** (access to statewide funding sources, including RAIN's crowdfunding platform—RAINcap).

1.6. RAIN, Grant County, City of John Day, Prairie City, and Canyon City recognize that \$48,000 is a significant investment in advancing the innovation economy in the region and further recognize that **more investment from additional outside funding sources will be required to fully implement and sustain the program.** Grant County, City of John Day, Prairie City, and Canyon City shall support RAIN's efforts to identify and secure the required additional funding needed for the program from foundations, private corporations, Oregon State (Business Oregon), and the federal government (e.g., EDA, USDA, etc.).

2. Duration of Agreement

2.1. This MOU will be in effect from **November 1, 2022 through October 31, 2024** and may be updated at any time through mutual written agreement of all parties.

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

3. Goals

3.1. Continue to elevate the regional entrepreneurial ecosystem.

3.2. Raise additional funds for activities in Grant County, City of John Day, Prairie City, and Canyon City catalyzed by the Rural Venture Catalyst.

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

3.4. Identify and train community members about crowdfunding and other startup/small business investing.

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

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

3.7. Continue launching and supporting previously identified and assisted startups, and activating The CyberMill location(s) with entrepreneurial activity.

3.8. Deliver wrap-around mentoring services to Grant County, City of John Day, Prairie City, and Canyon City's highest potential startups, including referring local startups to other regional resources to support their growth (e.g., The CyberMill, The Farmer's Market, Small Business Development Center, Business Oregon, Chambers of Commerce, Blue Mountain Community College, OSU Extension Service, GRO Program, etc).

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

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4. RAIN's Responsibilities

- 4.1. RAIN shall support the contracted Rural Venture Catalyst and other RAIN contractors serving the region to build and elevate all entrepreneurial resources and programs.
- 4.2. RAIN shall work collaboratively with Grant County, 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. RAIN shall monitor the overall budget and metrics for this program and report progress to Grant County, City of John Day, Prairie City, Canyon City, and other funders. Metrics are self-reported via surveys by the entrepreneurs RAIN assists.
- 4.4. RAIN shall work collaboratively with Grant County, City of John Day, Prairie City, and Canyon City to create and implement specific strategies to continue building the region's entrepreneurial ecosystem. Within the region, RAIN shall: conduct educational events, street fairs, find and support entrepreneurs by matching them with resources, identify and train potential mentors, find and educate potential investors, conduct asset mapping to identify resources and gaps in the regional entrepreneurial ecosystem, and make recommendations for strengthening the entrepreneurial ecosystem.
- 4.5. RAIN shall continue building a network of stakeholders who have a shared vision for building an entrepreneurial ecosystem in Grant County, City of John Day, Prairie City, and Canyon City to ensure entrepreneurs are connected to a broad network of resources.
- 4.6. RAIN shall provide communication and public relations support for this program.
- 4.7. RAIN shall work with Grant County, City of John Day, Prairie City, and Canyon City to develop strategies for a sustainable program, including collaborative fundraising, grant writing efforts, and joint financial "asks," where appropriate.
- 4.8. RAIN shall work collaboratively with Grant County, City of John Day, Prairie City, and Canyon City to gather case study documentation, including videos, interviews, quotes, and success stories at events, community meetups, and City Council meetings.

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

- 5.1. Grant County, City of John Day, Prairie City, and Canyon City shall engage with the RAIN Rural Venture Catalyst and actively support the program to foster maximum program results.
- 5.2. Grant County, City of John Day, Prairie City, and Canyon City shall work collaboratively with RAIN to create and implement specific strategies to continue assessing, supporting, and building an entrepreneurial ecosystem in the region, including strategies that are innovative.

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5.3. Grant County, City of John Day, Prairie City, and Canyon City shall work with RAIN to develop strategies for a sustainable program, including collaborative fundraising, grant writing efforts, and joint financial “asks,” where appropriate.

5.5. Grant County, City of John Day, Prairie City, and Canyon City shall help RAIN promote outreach and activities for this program.

5.6. Grant County, City of John Day, Prairie City, and Canyon City shall encourage its staff and economic development partners to engage with RAIN, and work collaboratively with them to grow the entrepreneurial ecosystem.

5.7. Grant County, City of John Day, Prairie City, and Canyon City shall support RAIN’s communication and public relations activities for this program, as needed.

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

5.9. Grant County, City of John Day, Prairie City, and Canyon City shall work collaboratively with 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 agrees to provide payment to RAIN as follows:

- **\$10,000 for 2022–23** by November 15, 2022
- **\$10,000 for 2023–24** by November 15, 2023 (subject to budget approval and availability of funds)

6.2. City of John Day agrees to provide payment to RAIN as follows:

- **\$5,000 for 2022–23** by November 15, 2022
- **\$15,000 for 2023–24** by November 15, 2023 (subject to budget approval and availability of funds)

6.3. Prairie City agrees to provide payment to RAIN as follows:

- **\$2,000 for 2022–23** by November 15, 2022
- **\$2,000 for 2023–24** by November 15, 2023 (subject to budget approval and availability of funds)

6.4. Canyon City agrees to provide payment to RAIN as follows:

- **\$2,000 for 2022–23** by November 15, 2022
- **\$2,000 for 2023–24** by November 15, 2023 (subject to budget approval and availability of funds)

6.5. The contributions under Sections 6.1 - 6.4 are intended to be **donations or grants to RAIN**.

7. Diversity, Equity, and Inclusion

7.1. Just as biodiversity strengthens natural systems, the diversity of human experience strengthens our entrepreneurial ecosystem building efforts. RAIN represents and reflects that human diversity, embracing it in all

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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 RAIN in order to expand our reach and engage more people in Oregon's entrepreneurial ecosystem.

7.3. RAIN is dedicated to providing a work environment that prioritizes fairness and respect. At 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, 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, RAIN will bring new creativity, effectiveness, and leadership to our work.

8. Intellectual Property

8.1. RAIN and Grant County, City of John Day, Prairie City, and Canyon City agree that any intellectual property that is jointly-developed by any parties to this MOU may be used by all parties 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 can be used by any other party.

9. Association

9.1 This MOU shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or to act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any other party.

9.2. No party to this MOU shall take any action that would be inconsistent with this section or which could reasonably lead a third party to assume that it has the authority to bind any other party or make commitments on such party's behalf.

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10. Dispute Resolution

10.1. RAIN and Grant County, City of John Day, Prairie City, and Canyon City agree that, in the event of any dispute between any of them relating to this MOU, all parties shall work jointly to 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, RAIN and Grant County, City of John Day, Prairie City, and Canyon City agree to attempt to resolve the dispute by mediation.

10.3. RAIN and Grant County, 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 to all other parties written notice (Initial Mediation Notice) 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, all other 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. Each party to the mediation shall pay their own costs of mediation.

10.8. RAIN and Grant County, 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 between RAIN and Grant County, City of John Day, Prairie City, and Canyon City concerning the subject matter thereof.

11.2. All prior agreements, discussions, representations, warranties, and covenants are merged herein.

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

11.4. Any amendments or modifications of this agreement shall be in writing and executed by RAIN, Grant County, City of John Day, Prairie City, and Canyon City.

11.5. Electronic signatures are valid and binding.

11.6. Each person signing this MOU represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this agreement.

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11.7. 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.

For RAIN



Signature

Caroline Cummings

Name

CEO

Title

10/5/2022

Date

For Grant County

Signature

Scott Myers

Name

Judge

Title

Date

For City of John Day

Signature

Corum Ketchum

Name

Interim City Manager

Title

Date

For Prairie City



Signature

Jim Hamsher

Name

Mayor

Title

10/17/2022

Date

For Canyon City



Signature

Steve Fischer

Name

Mayor

Title

10-17-22

Date