

AMENDED

CITY of ST. HELENS
And
COLUMBIA ECONOMIC TEAM
JOINT MEMORANDUM of UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as MOU), entered into this _____ day of _____, 202~~34~~, by and between the City of St. Helens, an Oregon municipal corporation (hereinafter referred to as the City), and the Columbia Economic Team, a 501(c)(6) non-profit corporation (hereinafter referred to as CET), for the purpose of defining the relationship and responsibilities of the parties as they pertain to the implementation of the Growing Rural Oregon Initiative (hereinafter referred to as GRO).

RECITALS

WHEREAS, the City of St. Helens, has been selected by the Ford Family Foundation for inclusion in its Growing Rural Oregon (GRO) initiative that is developing entrepreneurial ecosystems in rural communities throughout the state, and

WHEREAS, after selection and invitation to apply, Ford Family Foundation has awarded the City a \$100,000 grant for program and small business entrepreneurial ecosystem development, renewable for a period of three years with possibility of two year extension, and

WHEREAS, the City has assembled a robust working group of local individual, organizational, private and public stakeholders to cultivate this opportunity, and

WHEREAS, Columbia Economic Team (CET), its Small Business Development Center (SBDC), and other staff are engaged in the St. Helens GRO initiative, and

WHEREAS, small business advising, facilitation, marketing, promotion, and support are core competencies and the focus of CET, and

WHEREAS, the ongoing work of business resource building by CET is closely aligned with the GRO Program framework and plan execution, and

WHEREAS, it is in the best interests of the St. Helens community and the greater Columbia County community to achieve optimal alignment of efforts in entrepreneurial ecosystem development and Columbia Economic Team has essential support infrastructure in place, and

WHEREAS, the City of St. Helens has determined that the GRO Program can be optimized by integrating the program under the CET umbrella,

NOW, THEREFORE, based on the mutual covenants set forth in this MOU, the parties agree to the following terms and conditions:

Section 1. Term, Duration, and Termination.

This MOU shall be in effect from the date of signing until December 31, 20~~25~~²⁴ unless written notification by either party is presented to the other party on or before September 30, of intent to terminate this MOU effective on December 31 of the year of said termination notice. Failure to adhere to the duties and responsibilities outlined in Section 2. A. may result in the termination of this MOU. If either party terminates this MOU, effective as of the date of termination, any agreed upon financial obligations shall no longer incur, provided that all undisputed obligations incurred to the time of the notice have been remedied pursuant to the terms of this MOU.

Section 2. Duties and Responsibilities.

A. CET shall:

1. Maintain their status as a 501(c)(6) organization with a mission to, "promote the creation, retention, growth and attraction of business and industry throughout our county."
2. Efficiently manage the administrative and financial functions of the greater St. Helens GRO initiative, recovering appropriate administrative overhead costs in an amount not to exceed 10% of the full grant amount.
3. Contract and maintain an Entrepreneur Navigator, responsible for implementation of the GRO initiative in greater St. Helens.
4. Provide support and supervision of the Entrepreneur Navigator for GRO Greater St. Helens.
5. Make recommendations to City regarding specific GRO activities and projects as part of its annual reporting process and ongoing planning efforts.
6. Continue meaningful participation and engagement on the greater St. Helens GRO eLeadership Team.
7. Maintain, and make available to the City, all appropriate records, electronic and otherwise, on behalf of GRO greater St. Helens.
8. Maintain monthly activity updates, quarterly contract reporting, and annual financial reconciliation for reporting to the City and Grantor.
9. Adhere to the terms and conditions of the Ford Family Foundation Grant Agreement, year 1 agreement dated October 28, 2022 and ~~all subsequent~~²⁰²⁴ grant agreements related to the initiative.

B. City shall:

1. Continue meaningful participation and engagement on the greater St. Helens GRO eLeadership Team.
2. Serve as the primary contact for grant administration and reporting, maintaining stewardship of resources related to the GRO initiative and adhering to the terms and conditions of the Ford Family Foundation Grant Agreement, year 1 agreement dated October 28, 2022 and ~~all subsequent~~²⁰²⁴ grant agreements related to the initiative.

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3. ~~Transfer the full funding amount of the Year 1 Grant (\$100,000) and subsequent Yearly grants as received from the Ford Family Foundation prospectively to CET for implementation of the greater St. Helens GRO initiative as they are made available under the terms of the grant agreement(s).~~

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~~4. Designate a staff person to serve in the role of Team Co-Lead. Key responsibilities include convening the group, guiding action planning, recruiting members to provide leadership for key activities.~~

~~5.4. Provide space, coordination and technology as needed or requested for team meetings.~~

~~6.5. Partner in promoting the events and activities of the greater St. Helens GRO initiative.~~

~~7.6. Support and coordinate with CET on annual reporting to the Grantor for the purposes of obtaining Year 2, Year 3 and any potential additional funding.~~

Section 3. Indemnification.

To the maximum extent permitted by law, the parties shall hold and save each other, their officers, agents, and employees, harmless and shall defend and indemnify each other from any claims, damages, losses, and expenses, including attorney fees, which arise out of the action or inaction of the parties, their agents, officials or employees in the performance of this Memorandum of Agreement.

Section 4. Amendments and Assignments

All amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be in writing and executed with the same formalities of this MOU. This MOU is binding on the heirs, successors and assigns of the parties hereto but shall not be assigned by either party without first obtaining the written consent of the other. This MOU encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties. The parties hereby acknowledge and represent that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this MOU, made by or on behalf of any other party, person or entity whatsoever, prior to the execution of this MOU.

Section 5. SEVERABILITY.

The provisions of this MOU are severable; if any Section, subsection, sentence or clause shall be found by a court of competent jurisdiction to be invalid, unconstitutional, or is clearly and specifically preempted by Federal or State laws, the remaining Sections, subsections, sentences, or clauses shall remain in full force and effect, unless the effect of such invalidity, unconstitutionality or preemption effects a material alteration in the benefit of a party's bargain contained herein. Should any provision be declared invalid or unconstitutional or be preempted, the parties shall enter into negotiations within ten (10) days of final judgment or effective date of the law regarding any such matter and make a good faith effort to reform

or replace such provision or part thereof with a valid and enforceable provision that comes as close as possible to providing the parties the benefit of its bargain as originally expressed herein.

CITY OF ST. HELENS

COLUMBIA ECONOMIC TEAM

John Walsh
City Administrator

Paul Vogel
Executive Director

