



# Mt. Hood Cable Regulatory Commission

Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale & Wood Village

## MEETING NOTIFICATION

May 23, 2022

6:30 p.m.

***In response to the COVID-19 virus and the reopening of the MHCRC office to the public, the MHCRC meeting is now offered both virtually, via phone or computer, as well as in person. The in-person option has limited physical capacity for members of the public to view and participate. MHCRC board members have the option to join the meetings in-person or remotely. Outside designated staff, attendees are encouraged to attend virtually if they can, until further notice.***

### Participants can access the meeting in one of two ways:

- ❖ JOIN ZOOM MEETING:  
<https://us02web.zoom.us/j/86017546524?pwd=eE1FTnZSMHg3OHBEb2tuREU4em1ZUT09>
  - Meeting ID: 860 1754 6524 | Passcode: 292944 | One tap mobile +12532158782,,86017546524#,,,,\*292944# US (Tacoma)
- ❖ Physical Location: Portland Building (*masks are required inside the Portland Building*) at:
  - 1120 SW Fifth Avenue, 2<sup>nd</sup> Floor - Room 216, Portland, OR 97204

## AGENDA

- Roll Call
- Agenda Review
- Disclosures
- Public Comment (non-agenda items)
- Community Media Center Updates
  - MetroEast
  - OpenSignal
- Franchisee Activity Report
  - Ziplly
  - Comcast

### \*CONSENT AGENDA – NO DISCUSSION





# Mt. Hood Cable Regulatory Commission

*Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale & Wood Village*

All items listed below may be enacted by one motion and approved as consent agenda items. Any item may be removed from the consent agenda and considered separately if a member of the Commission so requests.

- C1. March 21, 2022 Meeting Minutes
- C2. April 25, 2022 Meeting Minutes

## REGULAR AGENDA

- \*R1. Fiscal Year 2022-23 MHCRC Goals and Objectives 3 min
  
- \*R2. MHCRC FY2022-23 Fund Budget Proposal 20 min
  - Staff report & recommendation
  - MetroEast Community Media budget presentation
  - Open Signal budget presentation
  - Commission discussion and action
  
- \*R3. Community Technology Grant Agreements: 2022 Cycle 25 min
  - A. Grant Agreement: Portland Community College
  - B. Grant Agreement: Community for Positive Aging
  - C. Grant Agreement: Wild Diversity
  - D. Grant Agreement: The Lotus Seed, Inc.
  - E. Grant Agreement: Curious Comedy Theater
  - F. Grant Agreement: ELSO, Inc.
  
- \*R4. Contract Renewal: LGLG 5 min
  
- \*R5. Contract Renewal: BBK 5 min
  
- Staff Updates
  - Comcast's I-Net End Fund Report
  - Jurisdiction Budget Schedule
    - Fairview – June 15, 2022 at 7 PM
    - Gresham – June 21, 2022 at 6 PM
    - Multnomah County - TBD
    - Portland – June 15, 2022 at 3 PM
    - Troutdale – June 14, 2022 at 7 PM
    - Wood Village – June 16, 2022 at 6PM
  - MHCRC Officer Elections Process
  
- Committee Reports





# Mt. Hood Cable Regulatory Commission

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- Finance Committee
- Equity Committee
- Policy Committee
- Open Signal Board Appointee
- MetroEast Board Appointee
  
- New Business; Commissioner Open Comment
  - Committees
  - Hybrid meetings
  - 2022 Meeting Schedule:
    - **June TBD**
    - July/August: recess
    - September 19
  
- Public Comment
  
- Adjourn

\*Denotes possible action item

*Please notify the MHCRC no less than five (5) business days prior to our event for ADA accommodations at 503-823-5385, by the City of Portland's TTY at 503-823-6868, or by the Oregon Relay Service at 1-800-735-2900.*

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## **CONSENT AGENDA – NO DISCUSSION**

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MT. HOOD CABLE REGULATORY COMMISSION  
Remote Meeting via phone or computer – Portland OR  
March 21, 2022 Meeting Minutes – [DRAFT](#)

## SUMMARY MINUTES

**Call to Order:** 6:31PM PM by Chair Studenmund

### Roll Call

*Present:* Commissioner Dennerline; Commissioner Roche; and Chair Studenmund.

*Absent:* Commissioner Harden, Commissioner Thomas

- Agenda Review – None
- Disclosures: None
- Public Comment (non-agenda items): None
- Community Media Center Annual Report
  - MetroEast – John Lugton presented a PowerPoint presentation
    - 2021 highlights include a new website that is tied to their volunteer database.
    - Offered summer camps with Reynolds Middle School with at least 50% BIPOC student body and low-income students. They will be able to host them again.
    - Also hosted media pop-ups with their mobile media innovation lab at three different parks on three different occasions, at Gresham Summer Kids in the Park, Dress for Success, and Play Grow Learn. These are interesting because five years ago MetroEast did not do any. Based on the success last year, this summer MetroEast is fully booked and still hoping to squeeze some more in.
    - Hosted podcasting camp with high school students at Springwater Trail.
    - Hosted Gresham High School Broadcast Journalism class to help them learn basics of capturing sound, how to shoot video and helping advanced class with studio experience. Worked with about 75 students at this high school.
    - Produced three videos for Gresham, Centennial, and Reynolds High Schools at the beginning of the school year, in English and Spanish, to enable student to understand protocols for COVID-19 to manage expectations of student bodies.
    - Digital Media Navigators Program at Rosewood Initiative with members of the Black, Nepali, Rohingya, Latinx communities for a train-the-trainer program to share out with their respective community. Internet skills, creating digital content through video production, managing remote environment, working



collaboratively online. This is an ongoing program and will likely rolled out across the country through other organizations.

- Government meetings, programming,
  - Open by appointment only
  - Security breach that they had some training around
  - Territorial acknowledgment online class – will be ongoing
  - ROW video was a NATOA winner. The Whole World got a regional Emmy nomination.
- Open Signal – Rebecca Burrell presented a PowerPoint presentation. Shared video by Spencer Garland
    - Adjusted focus to priority communities: BIPOC, low-income, disabilities, ELL, and nonprofit organizations.
    - In 2021, provided 1020 hours of training to program participants. Able to provide, equipment, studio training, technical support,
    - Collaborated with Outside the Frame, working with homeless and marginalized youth.
    - Completed new media fellowship.
    - Became site for PDX Free Fridge for responsive community resource during the pandemic.
    - Collaborated with Montavilla Jazz.
    - Open Signal Labs supported Black fellows and additional
    - Premiered 2,334 new pieces of media. Saw a dip in content submissions a 30% increase from 2020. Aired 114 COVID PSAs. Started broadcasting closed captions for deaf and hard-of-hearing.
    - All five channels are now available to stream online.
    - Train the Trainer program designed to help nonprofits to teach media skills to their own communities.
    - Record fundraising year – in the best financial standing in the last 10 years.
    - 2022 Goals: In process of transitioning to hybrid city council meetings. Expanding Teach to Learn nonprofit training. 360 screening at OMSI in June; Open Signal Labs productions, Mission and Vision planning, board recruitment and infrastructure and new programming is in the works.
  - Franchisee Activity Report
    - Zply – No presentation
    - Comcast – Tim Goodman presented updates. They hired David Harden. He will be on their local government affairs team focusing on internet essentials. Samantha Ridderbusch is on board now as well and will be filling in for Tim Goodman at times for MHCRRC meetings.

**\*CONSENT AGENDA – NO DISCUSSION**

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C1. January 24, 2022, Meeting Minutes

**MOTION:** Commissioner Dennerline moved to approve the January 24, 2022 MHCRC Meeting Minutes. Chair Studenmund seconded.

**VOTE:** Motion passed with 2 votes in favor and 1 abstention from Commissioner Roche.

## REGULAR AGENDA

\*R1. Extend Comcast Cable Franchise Renewal Negotiation Period presented by Director Perez. Original Comcast negotiation period has been extended in September 2021 and February 2022. There is constant communication with Comcast and there is a hope that negotiations will wrap up this summer. Staff recommends that the Commission authorize the Chair to send a letter to Comcast acknowledging the agreement to extend the cable franchise renewal negotiation period through September 30, 2022.

**MOTION:** Commissioner Dennerline moved to authorize the extension of the Comcast Cable Franchise Renewal period through September 30, 2022. Commissioner Roche seconded.

**VOTE:** Motion passed with 3 votes in favor and 0 against.

\*R2. Recommendation to Portland Council for One-Year Extension of Open Signal (PCM) Operational Grant Agreement, presented by Rana DeBey, Community Grants Manager. Staff is recommending that the Commission forward to the Portland City Council a recommendation to extend Open Signal's Operational Grant Agreement by one year to end on June 30, 2023, which currently expire at the end of the current fiscal year. The Open Signal Operational Agreement is with the City of Portland, however, they have delegated oversight responsibilities to the MHCRC. Due to delays with the Comcast Franchise Renewal Negotiations, staff is recommending a one-year term extension of the existing contract to allow staff and Open Signal leadership time to consider the impact of the renewed franchise terms on the services required under the contract. MHCRC staff has discussed the extension with Open Signal leadership and representatives with the City of Portland, and all are in favor of the extension.

**MOTION:** Commissioner Roche moved that the Commission forward to the Portland City Council a recommendation to extend by one year Open Signal's operational grant agreement one year to expire June 2023. Commissioner Dennerline seconded.

**VOTE:** Motion passed with 3 votes in favor and 0 against.

\*R3. Approve One-Year Extension of Open Signal (PCM) Capital Grant Agreement and MetroEast Community Media Capital & Operational Grant Agreement presented by DeBey. Along the same lines and for the same reasons, staff is recommending that the commission first amend the grant agreement for capital and operation support with MetroEast Community Media to extend the agreement term by one year to June 30, 2023; and second the commission amend the grant agreement for capital support with Open Signal to extend the agreement term by one year to June 30, 2023.



**MOTION:** Commissioner Dennerline moved to approve a one year extension to Open Signal’s capital agreement and MetroEast’s capital and operational agreements through June 2023.

Commissioner Roche seconded.

**VOTE:** Motion passed with 3 votes in favor and 0 against.

R4. Comcast’s I-Net End Fund Report (Information Only). Commissioner Studenmund asked Tim Goodman, Comcast, when MHCRC can expect to receive an the annual I-Net End Fund Report. Goodman responded hopefully by the end of the week.

- Staff Updates

- MHCRC FY22-23 Budget Process. Finance Manager Michael Wong presented updates. Staff is currently creating the next MHCRC fiscal year budget, which includes updating budget projections with monthly actuals. Currently we are updated with actuals through February. As we get closer to the June meeting, we’ll update with Q3 actuals from revenue. We are continually updating the interest earned of our portfolio, based on the economist’s projections for the next fiscal year. A close approximation is about 0.4% at this point. The Finance Committee met last week to go over timeline in terms of when we should expect a proposal, reviewed the budget proposal narrative as a precursor to actual rollout of the final proposal coming in June.
- TechSmart Initiative Shared Learning Event information shared by DeBey. The last event is April 7, 2022, from 9AM to Noon. It will be a virtual event where the School Districts come together to learn about successes and challenges. Each district will share a presentation, discussion of 1-1 devices and what sustainability looks like for the initiative. The Commission is welcome to attend an RSVP invite was shared with board. Contact DeBey if you need more information.
- NDIA Net Inclusion Conference update provided by Rebecca Gibbons. This conference occurred in mid-February as an in-person conference. Over 350 participants from across the country attended. They talked about digital equity efforts, having national folks who are working on these issues get a taste of the work happening locally, Gibbons was on a panel focused on local coalitions, local government and public agency involvement in this work. Everyone came away energized, inspired. Gibbons provided a huge shout out to Open Signal and MetroEast who livestreamed along with NDIA Team and LNS captioning through an agreement with NDIA and the library. Attendees appreciated that level of accessibility. We should be doing that on all of our meetings. Close to 900 folks checked in on the livestream.
- Gibbons provided an update on the MHCRC retreat. Staff have struggled to find time where all commissioners are available, missing three members of the commission, and struggling to find facilitator. Instead of a retreat, staff will convene a special meeting in April to allow time for the Commission to discuss next year’s goals/objectives. With anticipation of new board members, so staff may propose doing a holistic retreat in fall or perhaps during the July/August recess.



- Committee Reports
  - Finance Committee meeting is May 11<sup>th</sup> at 5:30PM. Wong provided report from last meeting already.
  - Equity Committee has not had a meeting.
  - Policy Committee has not had a meeting.
  - Open Signal Board Appointee – Gibbons, they are doing well, engaged, and doing great works.
  - MetroEast Board Appointee – Commissioner Dennerline reports that they are in process of revamping their board and they have some great candidates, so things are moving in a positive direction.
  
- New Business:
  - With the lift of mask mandates, we are required under state law to implement hybrid meetings. Ava is working with OpenSignal and MetroEast to continue hosting that way, for hybrid meeting to begin in May. It will continue to be up to MHCRC board members to choose to meet virtually or in-person.
  - 2022 Commission Meeting Schedule:
    - April: Retreat TBD
    - May 16 – 3<sup>rd</sup> Monday, moving to May 23 would allow budget process to be completed.
    - June 20 last meeting of fiscal year and work on committee assignments. Commissioner Dennerline may not be available for the June meeting.
    - July/August: recess
    - September 19: first meeting of the new fiscal year
  
- Public Comment: None.

**MOTION:** Commissioner Dennerline moved to adjourn. Motion seconded by Commissioner Roche.

**VOTE:** Motion passed with 3 votes in favor and 0 against.

**Adjourned:** 7:37 PM by Chair Studenmund.

Respectfully submitted,  
 Ava Hansen, BSW  
 Executive Assistant

\*Denotes possible action item

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MT. HOOD CABLE REGULATORY COMMISSION  
Remote Meeting via phone or computer – Portland OR  
April 25, 2022, Special Meeting Minutes – **DRAFT**

## SUMMARY MINUTES

**Call to Order:** 6:04 PM by Chair Studenmund

### Roll Call

*Present:* Commissioner DeGraw, Commissioner Roche, Commissioner Studenmund, Commissioner Thomas.

*Absent:* Commissioner Dennerline, Commissioner Goodlow, Commissioner Harden

Chair Studenmund welcomed new Commissioner Julia DeGraw, the new Portland representative for the MHCRC. Board and staff provided short introductions of themselves and their roles. Additionally, Tim Goodman, Senior Director of Government Regulatory Affairs for Comcast provided an introduction.

### Agenda Review:

- Disclosures: None.
- Public Comment (non-agenda items): None.

## REGULAR AGENDA

R1. FY2022-23 Goals & Objectives draft staff overview presented by Rebecca Gibbons, Strategic Initiatives Program Manager.

- The commission sets goals and objectives for each fiscal year. The goals and objectives accompany the annual budget request and go to the jurisdictions. Included in the meeting packet are the draft goals and objectives. The commission usually hears about the program work and priorities at the annual strategic planning retreat which was unable to be held this year for a variety of reasons, so this special meeting will allow the MHCRC to consider the draft FY 2022-2023 goals and objectives for this year. The goals and objectives reflect past priorities, and upcoming special projects such as the ongoing franchise renewals with Comcast and Zply that will hopefully be wrapped up this autumn, the last year of the TechSmart Initiative, and the Community Media Center renewals that were extended for another year. Staff will incorporate edits, additions, deletions and bring forward the final draft at the May meeting prior to considering the budget, and they will be packaged for the jurisdictions. Also included in the packet is a draft workplan that can accompany the goals and objectives. The goals and objectives are external



documents and the workplan is more of an internal document. The Workplan is an internal draft and if we do not have enough time, we could do a mini retreat this fall to utilize something like that. The last document in the packet is this current year's goals and objectives as reference.

- MHCRC Discussion:

Commissioner Thomas posits that the goals and objectives are right on and does not see a need to change anything or add to it, adding that it is a full workload for the year. The workplan is a little tougher to assess including the acronym. Commissioner Thomas states it is a good idea.

Commissioner Roche agrees with Commissioner Thomas, noting that goal 5 looks a little different than last years concerning additional items regarding the role of cable franchises and the use of public rights-of-way. In response, Gibbons states that the strategic planning work and kicking it off and highlighting it in this coming year. Commissioner was happy to hear that this will be a focus this year.

Gibbons stated for Commissioner DeGraw that the commission under the IGA is focused on cable television/cable franchise regulation, and the MHCRC as whole has been progressive over the years in getting involved in advocacy and policy work that goes beyond cable as cable companies have merged into being internet service providers and the technology has converged, the MHCRC has broached this as part of their everyday work with the cable franchises, and engaging in that work, and have deeper conversations with jurisdictions about needs and interests. For example, Portland is working on broadband planning, the County is working with east county cities on those issues and is there a need for MHCRC to broaden their scope, and what that might mean for the commission going forward.

Commissioner Studenmund states that she and Commissioner Dennerline that they would like goal number 5 moved to the number 1 position. This important work should be prioritized. Commissioner Thomas notes that goal 1 is defined by IGA, and that some of the stuff in goal 5 isn't quite there even though we want it to get done. Commissioner Studenmund states that it's just rearranging the positioning on the list. Commissioner DeGraw agrees with moving goal 5 to the number 1 spot. Director Perez states that will be moved up to position 1.

Commissioner Roche asks where this falls on the workplan on the policy committee or a different committee. Perez states this falls under the committee and that she has a draft set up and ready to review with the committee and possibly get started this fiscal year. Commissioner asks who is on the policy committee. Perez states it is currently Commissioners Harden and Roche, but she will connect with Chair Studenmund to assess the arrangements of all the committees with new commissioners on board.



Commissioner Thomas asks if Gresham has anyone that they are considering but they have not confirmed anyone for the position yet. Perez stated that Gresham was planning on position the position, and she advised them that they will need to recruit someone.

Chair Studenmund reminded that Commissioner Harden's term ends on June 30<sup>th</sup>, and he is assisting in the recruitment for his replacement.

Commission Thomas notes he is okay with the workplan, and it looks well put together. He wishes there was a way to get commissioners more involved, so the load is not so heavily on staff. He recommends putting the 8 commissioners to use in terms of workload, and Perez notes that it will be a good project to consider in the policy committee.

Chair Studenmund notes that she had to rework the pages of the document, and Gibbons notes that they can move headers at the top of each page to ease viewing.

- The work plan was presented by Gibbons. Staff put some draft workplan goals that are separate from our overall goals and objectives, that highlights the work of the strategic plan. Some opportunities that are wanting to engage with the commission to have more conversations around the use of the PEG I-Net funds, ways to reach outreach to the community on uses of the cable system and how those funds can be used—all goals for this coming fiscal year. Goals that we want to carry forward from the current fiscal year include goal 3 and goal 4, which were to create greater awareness of the commission, its mission, and work, and a lot of that might happen naturally through the strategic planning discussions already, but if the commission has anything in mind if they want staff to focus on this coming year let staff know. Goal 4 is strengthening the commission's commitment to diversity, equity, and inclusion. The commission has talked a lot about diversity and inclusion in membership on the commission, and that is one of the reasons Commissioner Harden is looking for a replacement.

Chair Studenmund would like to pull in communications help with setting the budget as this is different ground and it would be good to have some assistance with that. Commissioner Roche shared that the goals and objectives are fine, and it will be nice to reengage after an absence. Commissioner Thomas asked what needs to be approved tonight. Chair Studenmund shared they will be voted on at the May meeting and that tonight is more of a work session.

Perez noted that the monthly newsletter sent and the jurisdictional newsletter, and they are dense, and would like feedback from commissioners on how to make it more fun to read, easier to read for the jurisdictions, getting a sense of what interests them and what they want to know. If MHCRC get's the sense that they are



not being read, it may make sense to discontinue them. Commissioner Thomas stated they will have to follow up with the City Managers/Administrators. Chair Studenmund attended the TechSmart shared learning event, and they had videos of kids learning how to read, program bots, it really was engaging and if there is something like that to attach to the newsletter that would speak to how people communicate these days. Perez states it might be difficult to do monthly, but staff could do a two-minute video would be helpful in some ways. Commissioner Roche asked Perez is sharing with the Portland City Commissioners, is there any other role that he and Commissioner DeGraw could take in that. Perez states that they listen to her as staff and MHCRC are advocates and they listen to them in very different ways. Perez will check in with Commissioners DeGraw, Goodlow, and Roche to see how to approach that. Commissioner Thomas noted that it does make a difference in how it carries the weight if it is a staff versus a community member. Commissioner DeGraw shared that her style of communication is sharing something in writing and then following up with a conversation highlighting to amplify what City Commissioners /Council members and City Managers need to hear and focus on.

Chair Studenmund shared that the MHCRC is here due to federal law in 1986, and she'd like to see that in conversations with people; there is bigtime legislation that addresses what we're doing and tells us what we need to do. Commissioner Thomas shared that the dynamics has changes from everything being on its own wire to being on shared fiber optics, and how it will be in the next 10 year will look different from today. Getting away from one-way communication to connecting people, noted Commissioner Roche. Perez notes that the real reasons that people need access not just needing it, but why.

## R2. MHCRC Financial Education Materials

- Finance Manager Michael Wong presented a general overview of finance educational materials, different revenue sources, where there are areas of ambiguity that exist within some of our finance educational materials, so that as a discussion item we can get some potential enhancements in advance of the budget proposal discussion in the future meetings to see how staff can aid in transference of what's in the budget from year-over-year to what is the direction we should be heading with regard to the financial acumen that is present and available currently.

Wong went over the cash flow statements. There are four main revenue sources that the MHCRC utilizes to contribute to operational funding, the first being franchise fees. This has a lot of nuances within it and because it is 5% of the gross revenue that is attributable to Comcast and NW Fiber, whom we collect franchise fees from. This goes into two buckets; the revenue that goes out to the



jurisdictions net of all operating costs related to MHCRC and staff, and how that gets appropriated is based on subscriber counts for each jurisdiction. The other revenue component is the capital funds of which there is an error on the cash flow—it should be 3% not 1%—for public education and government access channels. For perspective, the previous year was 4.2 million dollars in this bucket; these expenses can only be used for capital funds, of which they are then distributed between Portland Community Media and MetroEast. Jumping down to the I-Net which is the institutional network related funding of which we get 1% gross revenue; this is for the system of networks that connects the governmental, education, and community institutions, and is based off of funding that currently exists to interconnect the infrastructure that exists between all jurisdictions for non-commercial reasons. Lastly the community access grants, we utilize about 1% of gross revenues from that. A geographic distribution is utilized, and similarly to the PEG fees, it can only be used for capital expenses.

Chair Studenmund asked about contracts for Portland vs. East County. Chair Thomas explained that every city has their own contract with the cable companies. The difference is that Portland collects all their funds directly, and the other five jurisdictions, it comes into the MHCRC and is distributed from there and out of that we take out the cost of operations for the MHCRC and 60% of that by agreement with the county and other four cities, goes to MetroEast. The rest of it the City keeps for their general fund. That 5% is the most that can be charged by federal law, and the other 3% has restrictions due to federal law and cannot be used for standard operations. Perez states that this is a percentage of the cable companies' gross revenue on what they make on cable alone – not internet or voice – 5% in franchise fees and another 3% in PEG (Public, Education, and Government).

Commissioner DeGraw notes that the regulations lag behind the technology. Perez noted an interesting thing about the graph it states 1% each for the I-Net, Community Grants, and the Community Media Centers, it is not divvied up by 1% anymore; the Bureau of Technology Services (BTS) provides internet services for the city as well as some of the other jurisdictions through Comcast through the I-Net. BTS through the city decided they wanted a new provider and recently contracted with WAVE and switching our entire instructional network onto WAVE. It will no longer be a requirement in our franchise since the city has gone in a different direction, which means it's pulled all the other cities in the county along as well. The school districts were the first to go since we provided broadband to the districts, and they are now on WAVE as wells. Slowly but surely all the sites are moving over. The I-Net will no longer be a part of our franchise and Comcast was not doing the best job of keeping up with it. Comcast is trying



to move everyone over to their business service, which is more expensive. So much public safety is dependent upon that. That means that the 1% is in Comcast's head that one percent is gone, but that is not true because all the other costs are going up. Staff and consultants are working on this. Michael is working on more educational materials regarding this to make sure folks understand our budget from beginning to end. Where is our money coming from and where does it go – it's complicated – questions can be directed to Michael. Michael will do a 1-1 with new commissioners and it will be a part of the onboarding process.

Wong presented the showcase of the MHCRC interest fund balance explaining that it is for any expenditure that exists over our initial funding availability. We use some of interest to cover costs. We have not always used it in each respective year. What you see is a showcase of how our portfolio has fared regarding interest investments. It's regulated through the City of Portland economists. A large proponent of those investments are municipality bonds and federal bonds with a small proportion of commercial. Based on the year, they are usually in close alignment with how overall US economics is moving along. Last year, we didn't fare as well as previous years, due to Covid-19 and economic slow-down. Last week update, forecast expects pickup in coming year. We were expecting about .5% interest, next year should be closer to 1%. To clarify, this is unspent revenue money that was set aside in past for future spending when we need to – MHCRC piggy bank. Commissioner Thomas provided that there should be more verbiage to go with this chart to make it clearer what it is for.

- Gibbons presented process for officer elections and Committee member selection. At the May meeting, goals objective, grant agreements, budget, grant agreements, and then June meeting will be regularly anticipated grant agreements, year-end contract renewals, as well as officer elections for chair and vice chair- terms of one year. In the past, it has been informal process – informal nominations. Feedback from commission after last year is they would like a more transparent, more structured, process, so staff has put together a draft elections process. Gibbons welcomed additional feedback on other ways to approach officer elections.

Draft for a new election process includes these components:

- Members interested in the Chair or Vice Chair positions will notify staff at least 10 days before the regularly scheduled June Commission meeting.
- Interested members will prepare a statement and each person will have 3 minutes to present their statement at the June meeting.
- There will be time for public comment on the Commission's discuss of candidates.
- Votes will be tallied for the Chair position first and then the Vice Chair position.
- Votes will take place in alphabetic order by last name.



- If a candidate gets the majority of votes, they will be confirmed in the position. If not a majority, then there will be a run-off vote between the top two candidates.

In answering a question by Commissioner DeGraw regarding the term limits, there is a 3-year limit on both positions, consecutively, then they must take a break. Chair Studenmund has served as chair for two years with one more year eligible. Vice Chair will be open this June. Gibbons, even before documented process. Staff would put a cover page in packet of who is eligible to be considered, and we can do that along with new guidelines. Commissioner Roche, asked what the difference is in roles of vice chair and chair; Perez stated to assist the chair when needed, if chair cannot attend meeting, the vice chair steps in. Perez would like to consider other possibilities for the positions as well. Perez will prepare something more substantial on expectations of officer roles and duties.

Commissioner DeGraw asked about how folks get assigned to committees around the June timeline. Committees are formed at the discretion and pleasure of the chair. They will be reviewed with staff and circulate the contact with folks about people's interest, expertise, and availability. Right now, we have 3 committees, policy, equity grants, and finance. Additionally, there are two liaisons – non-voting board members of Open Signal and non-voting board member of MetroEast. MetroEast serves rest of the county and Open Signal serves Portland – it's been necessary for us to be there; MHCRC has some oversight requirements to ensure they don't do things that violate franchises.

**MOTION:** Commissioner Thomas moved to adjourn. Motion seconded by Commissioner Roche.

**VOTE:** Motion passed with 4 votes in favor, 0 against.

**Adjourned:** 7:32 PM by Chair Studenmund.

Respectfully submitted,  
Ava Hansen, BSW  
Executive Assistant

\*Denotes possible action item

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## **REGULAR AGENDA**



# Mt. Hood Cable Regulatory Commission

*Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale & Wood Village*

## **COVER SHEET – AGENDA ITEM #R1**

For Commission Meeting: May 23, 2022

Fiscal Year 2022-23 MHCRC Goals and Objectives

### **Staff Recommendation**

Staff recommends that the Commission adopt FY2022-23 Goals and Objectives.

### **Background/Discussion**

The proposed Goals & Objectives, which accompany the FY22-23 Budget to the Jurisdictions, reflect the Commission's overall purpose and identifies objectives specific to anticipated workload items for the next fiscal year.

At its April meeting, Commissioners discussed draft Goals & Objectives and provided direction to staff to prepare the proposal attached here.

**Attachments:** Proposed FY2022-23 Goals and Objectives

Prepared By: Rebecca Gibbons  
May 2, 2022





# Mt. Hood Cable Regulatory Commission

*Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale & Wood Village*

## MISSION

The Mt. Hood Cable Regulatory Commission advocates for and protects the public interest in the regulation and development of cable communications systems in Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale and Wood Village; provides consumer protection and complaint resolution assistance to cable subscribers; and participates in the planning and implementation of community uses of communications technologies.

## GOALS AND OBJECTIVES

**Effective: July 1, 2022 – June 30, 2023**

The Commission acknowledges that its policy and regulatory work is undertaken in a dynamic communications technology environment. Consequently, the Commission retains flexibility to modify or revise these Goals and Objectives as may be required from time to time.

**Goal I:** *Advocate for continued local authority regarding cable franchises and use of the public rights of way by communication providers.*

### Objectives

1. Engage Jurisdictions in strategic planning to review the Commission's role, authority, and structure responsive to the findings of the Community Technology Needs Ascertainment and the changing policy and technology landscape.
2. Continue cross-jurisdictional collaborations for information-sharing and coordinated strategies on issues of common concern.
3. Participate in statewide committees or groups that address local government authority, management and control of public rights of way, such as the Oregon Broadband Advisory Committee and League of Oregon Cities public policy committee.
4. Monitor and participate in FCC proceedings on behalf of our jurisdictions' and citizens' interests.
5. Advocate for local authority and public interest benefits at the federal legislative level.

**Goal II:** *Effectively administer cable services franchise agreements to serve member jurisdictions and their residents.*

### Objectives

1. Identify and address franchise compliance issues in response to and, when possible, prior to cable company actions.
2. Provide consumer protection for citizens and subscribers in cable service matters by helping to resolve complaints, enforcing customer service standards and addressing other consumer-related franchise compliance issues.





# Mt. Hood Cable Regulatory Commission

*Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale & Wood Village*

3. Conduct an audit of franchise and PEG/I-Net fees payments for the past three years.
4. Negotiate cable services franchise agreements with Comcast and Zply that addresses cable-related community technology needs and interests and consumer protection issues and trends.

**Goal III:** *Focus the community grants program on key impacts for addressing needs and equity issues identified through the MHCRC's Your Voice, Our Communications Technology initiative to guide the financial investment of capital funds in the community.*

### Objectives

1. Conduct the annual Community Technology Grants round to continue development of public, educational, and governmental uses of cable system technology.
2. Produce and present the TechSmart Initiative Making Meaning Report.
3. Explore grant-making opportunities that utilize community access and PEG Capital funds to support the development of public, educational, and governmental uses of cable system technology consistent with the grant purpose and criteria.
4. Monitor projects that have received grant funding to ensure compliance with project goals and objectives and accountability for grant funds.

**Goal IV:** *Ensure access to and use of current and new services available through the cable system technology by citizens, local governments, and community institutions.*

### Objectives

1. Manage and ensure compliance with the terms of grant agreements with Open Signal and MetroEast Community Media.
2. Monitor and ensure accountability for capital funds paid to Open Signal and MetroEast Community Media.
3. Collaborate with organizations, at the federal, state, and local levels to advocate for the community's access to cable system technology.
4. Partner with the City of Portland and Multnomah County and other community groups in developing and implementing strategic actions and initiatives in support of the Digital Equity Action Plan.





# Mt. Hood Cable Regulatory Commission

*Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale & Wood Village*

**Goal V:** *Communicate, educate, and respond in a timely, accurate, and clear manner to our jurisdictions, cable subscribers, and the general public regarding communications technology policy and regulatory issues.*

## Objectives

1. Communicate with jurisdictions' elected officials and key staff in order to educate and support them about cable franchising regulatory and funding issues and what's at stake for our communities.
2. Support our member jurisdictions in implementing FCC rules and federal laws related to cable and telecommunications.
3. Support and provide resources for the development of Commissioners' education and expertise.

**Goal VI:** *Lead Commission operations efficiently and effectively.*

## Objectives

1. Fulfill Intergovernmental Agreement and Rules of Procedure administrative responsibilities.
2. Engage with the City of Portland on the placement and structure of the MHCRC staff services within the City of Portland to ensure transparency and continued provision of a high level of service to MHCRC's stakeholders and communities.
3. Plan and conduct Commission meetings in a way that respects the volunteer nature of Commission positions and is in accordance with Oregon Open Meeting laws.
4. Conduct annual strategic planning and goal-setting process.
5. Conduct annual MHCRC evaluation of staff services.
6. Conduct annual MHCRC Fund Audit and transmit it to the Oregon Secretary of State's Office.
7. Present an annual budget request to the Jurisdictions that supports the Commission's mission and respects the Jurisdictions' budget considerations.





# Mt. Hood Cable Regulatory Commission

*Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale & Wood Village*

## **COVER SHEET – AGENDA ITEM #R2**

For Commission Meeting: May 23, 2022

### MHCRC FY 2022-23 Fund Budget Proposal

#### **Staff Recommendation**

Staff recommends that the Commission adopt the FY 2022-23 MHCRC Fund Budget and forward it to the member Jurisdictions with a recommendation for approval.

#### **Background/Discussion**

A MHCRC Finance Committee meeting was held on May 11, 2022. At the meeting, staff walked through the draft FY22-23 MHCRC Fund Budget and supporting documents with Commission members present.

Under the IGA, all MHCRC member jurisdictions must approve the MHCRC annual budget for it to be effective July 1. If this action is not complete by July 1, the IGA provides that the current fiscal year budget, less 10%, is in effect until the new fiscal year budget is approved. The MHCRC has gained annual jurisdictional budget approval by June every year since the IGA effective date.

Staff has reserved agenda placement on all Jurisdictions' meeting agendas. Staff will provide each Commission member with a budget packet prior to the meetings, which will include talking points, the Fund Budget, any jurisdiction-related materials, and the MHCRC Annual Report.

#### **Budget Highlights**

MHCRC Fund Budget (Attachment 1, page 5)

Franchise Fees and PEG/I-Net Fees: Staff has used trend data and actual revenues through 3<sup>rd</sup> Quarter FY21-22 to forecast fee amounts for the FY22-23 budget.

Interest Income: The interest amount for FY22-23 on the MHCRC Fund is currently projected to be in line with prior fiscal year's adopted budget. This will be another area to monitor as the fiscal year progresses, as the current year is expected to be about \$47,732 less due to reduced investment portfolio performance.

MHCRC Operating Budget (Attachment 1, page 8)



The MHCRC Operating Budget is comprised of two program level budgets: Franchise Administration and Capital Compliance (see Attachment 1, page 8 for details).

The Capital Compliance program budget remains largely status quo for FY22-23 apart from an increase of about \$60,000 for legal expenses related to franchise negotiations.

The Franchise Administration program budget includes \$92,586 from the MHCRC Fund interest income, which balances the resources to expenditures (see Attachment 2, page 3 for more details on the fund interest). The overall Franchise administration program budget includes an increase of about \$39,000 compared to the previous year, again to support legal expenses for franchise negotiations.

Professional Services: The Operating Budget reflects future-focused planning, one-time projects, and priorities discussed during previous MHCRC meetings throughout the current fiscal year.

In addition to annual “status quo” services (MHCRC annual report, annual retreat, general legal counsel, and franchise fee/PEG fee audits of cable company payments), the Professional Services line item for the Franchise Administration program includes the following:

- \$87,778 – TechSmart ongoing evaluation/reporting for active grants
- \$30,000 - Technical analysis and negotiations support for franchise renewal (CBG Contract)
- \$20,000 – Strategic planning consultant
- \$20,000 – Community Technology Grant promotional video production for grant opportunities
- \$13,000 – Communication and outreach support with updated MHCRC finance education materials

Attachment 2, page 1, represents the impact on the MHCRC Interest Fund to cover the Franchise Administration program budget. As you can see, even if interest rates drop more than currently projected, the accumulated balance will remain healthy.

Financial services support for the MHCRC: Currently, OCT allocates about 4.0 full-time equivalent positions (FTE) in program positions to support MHCRC work. This is a decrease of 0.6 FTE from the current fiscal year for a reduced allocation of time allotted for administrative support.

#### **Attachments:**

Attachment 1: MHCRC FY22-23 Fund Budget – Proposed

Attachment 2: MHCRC FY22-23 Fund Interest Chart

Prepared By: Michael Wong  
May 16, 2022



# Mt. Hood Cable Regulatory Commission

*Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale & Wood Village*

## **MHCRC FUND BUDGET FISCAL YEAR 2022-23**

### **Members**

Carol Studenmund, Chair

Scott Harden, Vice Chair

Julia DeGraw

Jeff Dennerline

Leslie Goodlow

Rich Roche

Norman Thomas

### **Staff**

Elisabeth H. Perez, Director

Rebecca Gibbons, Strategic Initiatives Manager

Michael Wong, Finance Manager

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## INTRODUCTION

The Mt. Hood Cable Regulatory Commission (MHCRC) was created by Multnomah County and the cities of Fairview, Gresham, Portland, Troutdale and Wood Village for the purposes of:

- **Advocating for and protecting the public interest in the regulation and development of cable communication systems;**
- **Providing consumer protection and cable subscribers' complaint resolution; and,**
- **Facilitating the planning and implementation of community uses of cable communication technologies.**

Each Jurisdiction appoints citizen representatives to the MHCRC. Over the past year, these appointees, with staff support, have committed hundreds of hours to deeply understand the issues and local impacts of an ever-evolving technology, regulatory and business model landscape. They attended numerous MHCRC meetings, committee meetings and work sessions, kept abreast of issues of concern to their Jurisdictions, presented information at city council and county commission meetings, and served as ex officio Board members for Open Signal and MetroEast Community Media (MetroEast), all in service to the Jurisdictions and their communities.

The MHCRC regulates and oversees cable service franchises with three companies, serving the following areas:

Comcast: Portland, Gresham, Troutdale, Fairview, Wood Village and Multnomah County  
Zply Fiber: Gresham, Troutdale, Fairview and Wood Village  
Century Link: Portland (exited as of December 2020)

The MHCRC contracts for staff and other support services through a services agreement with the City of Portland. The MHCRC funds an equivalent of 4.0 full-time (FTE) staff positions plus related materials, services, financial and administrative costs. Each member Jurisdiction annually contributes to the MHCRC's operating budget. The Jurisdictions' fund about half the operating budget and other MHCRC resources fund the remaining portion.

The MHCRC focuses on community needs as it navigates today's legal and public policy landscape to steward existing public benefits, while also exploring possibilities and opportunities in our quickly changing technology environment to help ensure a sound and vital digital future for all our communities.

Please refer to the MHCRC's FY 2012-22 Annual Report and website ([www.mhcr.org](http://www.mhcr.org)) for more detail about MHCRC activities and accomplishments.

# MHCRC FY 2022-23 FUND BUDGET

## **BUDGET PROCESS**

According to the Intergovernmental Agreement (IGA) among the Jurisdictions that created the MHCRC, the MHCRC must gain approval of its Fund Budget by every member Jurisdiction.

## **BUDGET OVERVIEW**

The MHCRC FY 2022-23 Fund Budget is presented on page 5.

Nearly all the MHCRC's resources are funds collected from the cable companies and the expenditures are the disbursement of those funds to the member Jurisdictions, the community media providers (MetroEast and Open Signal), and the Community Grants recipients. These disbursements are governed by the IGA and by the cable services franchise agreements.

### **Fund Resources**

The amount of MHCRC resources from year to year largely depends on franchise fee and PEG/I-Net fee payments from cable companies for their private use of public right-of-way to provide cable TV services. Cable company payments are based on a percentage of the company's gross revenues derived from cable TV services. The FY 2022-23 Fund resources are projected based on cable company actual payments through 3<sup>rd</sup> Quarter FY 2021-22.

Detail on each Fund resource follows:

Franchise Fees: The MHCRC collects all cable services franchise fees, based 5% of the companies' gross revenues for cable TV service, for Gresham, Troutdale, Fairview, Wood Village and Multnomah County from Comcast and Ziplly Fiber cable franchises. The MHCRC uses historical trend data and actual payments through 3rd Quarter FY21-22 to project franchise fees.

Operating Budget Appropriation - Portland: The MHCRC collects funds from the City of Portland for its share of the MHCRC's operating budget. The other MHCRC Jurisdictions' appropriations are allocated from the cable services franchise fees collected by the MHCRC (detail contained in Appendix 1, page 7).

Interest Earned: The MHCRC collects interest on its Fund. Interest revenue is projected to have a slight increase, this remains consistent with prior years.

PEG/I-Net Capital Fee: All franchised cable companies pay 3% of their gross revenues related to video services to the MHCRC as dedicated funding for capital costs of providing community media and technology services to the community (see specific disbursements under Fund Expenditures below). A small portion also funds MHCRC's compliance program costs to administer, oversee, and disburse the capital funds.

## **Fund Expenditures**

Nearly all of the MHCRC's expenditures are the disbursement of franchise fees and PEG/I-Net Capital Fees governed by the IGA and by the cable services franchises.

Franchise Fee Balance to the Jurisdictions: This line item expenditure is calculated based on the total amount of franchise fees the MHCRC collects and subtracting the amount each Jurisdiction appropriates to the MHCRC Operating Budget and the amount of community media payments to MetroEast and Open Signal in accordance with the IGA (detail contained in Appendix 1, page 7).

MHCRC Operating Budget: This expenditure represents the total MHCRC Operating Budget (resources and line item detail contained in Appendix 1, page 8).

The MHCRC has opted to carry-over unused budget funding to FY22-23 to facilitate one-time costs, including Comcast franchise renewal negotiations and a strategic planning process with the Jurisdictions to guide possible changes to the IGA and the MHCRC after FY22-23.

Community Media Operating Payments: In accordance with the IGA, the MHCRC distributes 60% of the East County Jurisdictions' franchise fees to MetroEast and 60% of West Multnomah County franchise fees to Open Signal. These dedicated funds are used to provide media and technology services to the community (detail contained in Appendix 2, page 10).

Community Media Capital: The MHCRC distributes a portion of the PEG/I-Net Capital fee from the cable companies to support the capital needs of MetroEast Community Media and Open Signal. These payments are made in accordance with the IGA and the cable services franchise agreements (detail contained in Appendix 2, page 10).

I-Net Grants: In previous years, the MHCRC provided grants from the PEG/I-Net Capital fee for use of the Institutional Network (I-Net) by schools, libraries, and local governments to support their broadband network connectivity needs. The MHCRC reimbursed these public agencies and Comcast for capital costs related to I-Net connections, equipment, network infrastructure and electronics upgrades. However, the MHCRC suspended those in 2019 due to a Federal Communications Commission (FCC) rule change. The MHCRC is a party to a legal challenge of the FCC rule but it has not yet been decided.

Community Technology Grants and TechSmart Initiative Grants: The MHCRC is the grant-making body for the Community Grants program on behalf of member jurisdictions. The Community Grants program has two funding opportunities: Community Technology Grants and the TechSmart Initiative for Student Success. Grants are funded through the PEG/I-Net Capital fee revenues from the cable companies and are made in accordance with the IGA and the cable services franchise agreements.

The Community Technology Grants provides funding, through an annual, competitive grant process, to nonprofits, libraries, and local governments to use technology resources to further their missions and services. Nearly 75% of grants made in the last five years (2016-2021) focus on supporting traditionally underserved, ethnically diverse, and special needs populations – such as communities of color, immigrants and refugees, low-income people, girls and women, youth, English language learners - in order to bridge the digital divide.

The TechSmart Initiative is an eight-year, \$16 million funding partnership with six school districts in Multnomah County to provide grants and evaluation resources for districts to identify effective classroom instruction that uses technology to foster improved outcomes for all students. Initiative grant projects with the districts will wrap up in school year 2021-22 and the final impact report is planned for publication by early 2023.

Fund Contingency: The MHCRC annually budgets a contingency amount (about 10% of the total Fund Budget) to cover unanticipated community needs and opportunities.

**MHCRC FUND BUDGET  
FISCAL YEAR 2022-23**

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Adopted	2022-23 Proposed
<b>RESOURCES</b>					
E. County Franch. Fees, Comcast	1,336,912	1,299,069	1,266,277	1,381,503	1,291,748
E. County Franch. Fees Mult West, Comcast	106,701	104,901	99,275	100,650	103,908
E. County Franch. Fees, Ziplly Fiber	226,288	183,626	157,411	98,940	83,576
Operating Budget Appropriation-Portland	304,998	314,826	294,418	348,545	344,396
Interest Earned	291,297	265,053	95,194	101,790	103,190
PEG / I-Net Capital Fee	4,791,334	4,488,041	5,881,515	4,233,010	4,273,849
<b>Total Resources</b>	<b>7,057,530</b>	<b>6,655,517</b>	<b>7,794,090</b>	<b>6,264,438</b>	<b>6,200,667</b>
Beginning Fund Balance	7,266,195	2,461,722	3,129,131	2,212,420	2,037,853
Unspent Comm Technology Grants	0	0	297,488	166,926	102,555
Unspent TechSmart Initiative Grants	0	4,866,984	6,913,886	1,663,489	542,812
Unallocated balance	0	980,968	0	2,293,913	5,280,618
<b>Total</b>	<b>\$14,323,725</b>	<b>\$14,965,191</b>	<b>\$18,134,595</b>	<b>\$12,601,186</b>	<b>\$14,164,504</b>
<b>EXPENDITURES</b>					
MHCRC Operating Budget	656,303	934,596	1,254,868	1,249,431	1,430,795
Franchise Fee Balance to Jurisdictions	503,730	469,490	450,652	444,760	439,024
Community Media Pmt, E. County (MetroEast)	937,920	889,618	855,967	888,638	854,653
Community Media Pmt, Mult. West (Open Signal)	64,021	62,940	57,812	60,019	62,456
Community Media Capital (MetroEast/OS)	1,469,042	1,504,299	2,083,120	1,566,576	2,610,600
I-Net Grants	568,179	838,279	0	0	0
Community Technology Grants	0	869,194	1,197,488	1,066,926	1,368,865
TechSmart Initiative Grants	0	4,866,984	6,913,886	1,663,489	542,812
Contingency	0	0	800,000	800,000	800,000
<b>Total Expenditures</b>	<b>\$4,199,195</b>	<b>\$10,435,400</b>	<b>\$13,613,793</b>	<b>\$7,739,839</b>	<b>\$8,109,205</b>
Net Change in Fund Balance	10,124,530	4,529,791	4,520,802	4,861,348	6,055,299
<b>Total</b>	<b>\$14,323,725</b>	<b>\$14,965,191</b>	<b>\$18,134,595</b>	<b>\$12,601,186</b>	<b>\$14,164,504</b>

# **APPENDIX ONE**

## **FRANCHISE FEE REVENUE AND DISBURSEMENT DETAIL**

### **MHCRC OPERATING BUDGET-LINE ITEM DETAIL**

### **JURISDICTIONAL APPROPRIATIONS BY JURISDICTION**

**FRANCHISE FEE REVENUES AND DISBURSEMENTS**  
**FY22-23 Estimate**

Jurisdictions	Franchise Fee Revenues	MetroEast Appropriation	Open Signal Appropriation	MHCRC Budget Appropriation	Payments to Jurisdictions
<b>Portland*</b>	<b>\$5,290,847</b>		<b>\$1,003,374</b>	<b>\$344,396</b>	
MULTNOMAH CO., EAST	68,431	41,059		16,748	10,625
MULTNOMAH CO., WEST	94,301	N/A	62,456	N/A	31,846
GRESHAM	1,032,846	619,708		131,734	281,417
TROUTDALE	168,380	101,028		21,291	46,063
FAIRVIEW	99,121	59,473		11,851	27,798
WOOD VILLAGE	27,464	16,478		3,820	7,166
<b>Total, East County</b>	<b>\$1,490,543</b>	<b>\$837,746</b>	<b>\$62,456</b>	<b>\$185,444</b>	<b>\$404,915</b>
<b>Grand Total</b>	<b>\$6,781,390</b>	<b>\$837,746</b>	<b>\$1,065,830</b>	<b>\$529,840</b>	<b>\$404,915</b>

\*Information purposes only: MHCRC does not collect franchise fee revenues for or disburse Open Signal operational funds from the City of Portland.

**FRANCHISE FEE DISBURSEMENTS to EAST COUNTY JURISDICTIONS - Prior Years:**

Jurisdictions	FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-20 Actual	FY 2020-21 Actual	FY 2021-22 Proposed	FY 2022-23 Proposed
MULTNOMAH CO., EAST	17,900	16,382	15,866	16,188	15,678	10,625
MULTNOMAH CO., WEST	43,632	42,098	40,014	41,674	39,611	31,846
GRESHAM	363,362	337,012	314,158	321,130	299,353	281,417
TROUTDALE	60,401	55,899	52,546	52,735	49,572	46,063
FAIRVIEW	35,620	33,667	32,279	32,570	31,227	27,798
WOOD VILLAGE	9,441	8,502	8,110	8,293	7,911	7,166
<b>TOTAL</b>	<b>\$530,356</b>	<b>\$493,560</b>	<b>\$462,973</b>	<b>\$472,590</b>	<b>\$443,352</b>	<b>\$404,915</b>

MHCRC FY22-23 OPERATING BUDGET - Line Item Detail

Title	FY 2018-19 Actual	FY 2019-20 Actual	FY20-21 Actual	FY21-22 Adopted	FY22-23 Proposed
<b>Expenditures</b>					
Personnel - MHCRC Admin	339,589	464,264	410,853	694,024	615,544
Indirect Personnel - Bureau Support	10,870	0	0	0	0
<b>Total Personnel Services</b>	<b>\$350,459</b>	<b>\$464,264</b>	<b>\$410,853</b>	<b>\$694,024</b>	<b>\$615,544</b>
External Fund Audit	10,060	12,432	12,024	15,000	15,300
Professional Services	177,044	262,887	372,923	216,810	205,078
Legal Services	N/A <sup>(1)</sup>	N/A <sup>(1)</sup>	N/A <sup>(1)</sup>	76,000	175,000
Miscellaneous Services	2,563	5,540	5,161	9,050	5,650
Office/Operating Supplies	2,123	2,719	2,894	2,634	4,485
Education	8,394	9,884	6,280	15,625	13,825
Local Travel	0	0	0	500	500
Out-of-Town Travel	2,743	2,496	0	4,200	5,700
Rent Columbia Square	41,744	31,635	0	0	0
Miscellaneous	1,440	989	2,980	700	2,700
<b>Total External Materials &amp; Services</b>	<b>\$246,111</b>	<b>\$328,582</b>	<b>\$402,263</b>	<b>\$340,519</b>	<b>\$428,238</b>
Fleet Services	0	0	0	65	42
Print/Distribution	3,918	457	582	2,867	1,848
Facilities Services	310	313	37,439	47,172	44,797
EBS Services	8,548	0	0	0	0
Information Technology (IT)	21,022	17,642	17,113	11,514	22,980
Insurance/Workers Comp	6,876	6,276	4,296	5,685	8,160
Technical Accounting IA	5,575	9,000	9,000	9,000	9,000
Legal Services IA	N/A <sup>(2)</sup>	N/A <sup>(2)</sup>	N/A <sup>(2)</sup>	N/A	N/A
Mgmt Services (Bus Ops) IA	8,333	8,062	0	0	0
Other	(9,780)	0	0	0	0
<b>Total Internal Services</b>	<b>\$44,802</b>	<b>\$41,750</b>	<b>\$68,429</b>	<b>\$76,303</b>	<b>\$86,827</b>
GF Overhead	0	100,000	9,609	25,000	25,000
Contingency - General	0	0	53,285	113,585	114,186
Encumbrance Carryover	80,000	0	21,041	0	161,000
<b>Total Fund Level Expenditures</b>	<b>\$ 80,000</b>	<b>\$ 100,000</b>	<b>\$ 83,935</b>	<b>\$ 138,585</b>	<b>\$ 300,186</b>
<b>Total Expenditures</b>	<b>\$ 721,372</b>	<b>\$ 934,596</b>	<b>\$ 965,480</b>	<b>\$ 1,249,431</b>	<b>\$ 1,430,795</b>
Franchise Admin. Program Expenses	410,971	582,432	614,299	683,020	622,426
Capital Fund Compliance Expenses	325,332	352,164	351,181	566,411	647,369
<b>Resources</b>					
Appropriation from Jurisdictions	469,228	480,347	472,590	536,223	529,840
Year-end Balance - Carry over	12,409	80,000	0	0	161,000
Interest Revenue Allocation		22,058	147,608	146,797	92,586
Appropriation from Fund Compliance	325,332	352,164	526,988	566,411	647,369
<b>Total Resources</b>	<b>\$ 806,969</b>	<b>\$ 934,569</b>	<b>\$ 1,147,185</b>	<b>\$ 1,249,431</b>	<b>\$ 1,430,795</b>
Year-End Operations Balance	\$ 85,597	\$ -	\$ 181,705	\$ -	\$ -

<sup>(1)</sup> Legal Services was included in the Professional Services line in FY20-21 Adopted Budget and prior

<sup>(2)</sup> In FY2017-18 and prior was classified as internal Legal Services from City Attorney; moved to external legal services as of FY2018-19

**JURISDICTIONAL APPROPRIATION - PERCENTAGE BY JURISDICTION**  
**MHCRC OPERATING BUDGET**  
**FY 2022-23**

City of Portland Appropriation	\$344,396	65.0%
East County Appropriations	\$185,444	35.0%
<b>Operating Budget Total:</b>	<b>\$529,840</b>	

JURISDICTION		FY 2022-23 Proposed	FY 2022-23 % Allocation
Portland		\$344,396	65.0%
	Subscriber Distribution		
<u>East County</u>	<u>No. Of Subs</u>	<u>Perc. Distr.</u>	
Gresham	17,597	71.03%	\$131,734 24.9%
Multnomah Co.	2,238	9.03%	\$16,748 3.2%
Troutdale	2,845	11.48%	\$21,291 4.0%
Fairview	1,583	6.39%	\$11,851 2.2%
Wood Village	510	2.06%	\$3,820 0.7%
East County Total	24,773	100.00%	\$185,444 35.0%
Total		\$529,840	100.0%

Budget Allocation Comparison

JURISDICTION	FY 2022-23 Proposed
Portland	\$344,396
<u>East County</u>	
Gresham	\$131,734
Multnomah Co.	\$16,748
Troutdale	\$21,291
Fairview	\$11,851
Wood Village	\$3,820
East County Total	185,444
Total	529,840

## APPENDIX TWO

### COMMUNITY MEDIA DISBURSEMENT DETAIL (MetroEast and Open Signal)

The MHCRC administers two grant agreements with the community media organizations that serve the MHCRC-member Jurisdictions. MetroEast Community Media (MetroEast) serves the cities and communities of Gresham, Troutdale, Fairview and Wood Village and east Multnomah County areas. Open Signal serves the City of Portland and the west Multnomah County areas.

The community media organizations receive funding for both operations and capital expenditures. Most of Open Signal’s operational resources come from a grant agreement between Open Signal and the City of Portland and are, therefore, not included in the MHCRC’s Fund Budget (the amount is included below for informational purposes). MetroEast receives operational resources, in accordance with the IGA that created the MHCRC, based on 60 percent of the cable franchise fees for the east Multnomah County area. Open Signal also receives an amount in accordance with the IGA for the west Multnomah County area. Both organizations receive capital funds from the MHCRC Fund Budget, derived from PEG/I-Net Capital fee.

Both MetroEast and Open Signal are nonprofit organizations with governing Boards of Directors. These Boards annually develop and adopt budgets. FY2022-23 draft budget summaries are included in this Appendix to provide more detail for the community media expenditures in the MHCRC Fund Budget.

#### **SUMMARY OF COMMUNITY MEDIA DISBURSEMENTS**

##### **MetroEast Community Media:**

Operations Funding: East County Franchise Fees	\$ 854,653
Capital Funding: MHCRC	<u>\$ 1,044,240</u>
Total	\$ 1,898,893

##### **Open Signal:**

Operations Funding: Portland General Fund	\$ 1,003,374
Operations Funding: West County Franchise Fees	\$ 62,456
Capital Funding: MHCRC	<u>\$ 1,566,360</u>
Total	\$ 2,632,190



## MetroEast Budget Summary

April 20, 2022

MetroEast Community Media receives funding through the Mt. Hood Regulatory Commission to serve East Multnomah County and the municipalities of Gresham, Fairview, Wood Village and Troutdale. MHCRC funding supports MetroEast as a community-centered media organization committed to diversity, equity and opportunity.

The MetroEast FY22-23 budget reflects the objectives and tactics identified during our 2020/2021 strategic planning process:

- \*We are committed to digital inclusion; we focus on ensuring that all have access to digital content, training, and tools.**
- \*We provide media education, delivering access to relevant technology and training that helps our community tell their stories.**
- \*We are a premier digital media production nonprofit known for our state-of-the-art technology, our award winning production team, and our welcoming facility.**
- \*We provide a welcoming space where our community can celebrate the media arts and the diverse stories of those we serve.**
- \*Local schools, nonprofits, and governments rely on us as an essential service provider and partner.**

## REVENUE

### Grants

Grant income is split between the operating and the capital budgets, depending on donor restrictions of the grant received.

MetroEast is in the final year of an MHCRC Community Technology capital grant to develop a new Scheduling Tool, a software asset that will more efficiently manage playback and scheduling of content on our broadcast channels.

MetroEast has had considerable growth receipt of grants over the last couple years and is still expanding these efforts. Our contract grant writer has helped acquire several grants, including funds from multi-year grants such as the Miller Foundation, and ongoing support from the Oregon Arts Commission and the Oregon Cultural Trust, and we continue to approach new funders as opportunities arise.

### **Production Services**

MetroEast's video production department sells services primarily to nonprofits and governments. Upcoming projects see us working with the Clean Rivers Coalition to produce two separate short series: the Connection Series and a series promoting pesticide free lawn care. While online fundraisers may be behind us, we will continue to engage with nonprofits to create video for their fundraising events. This is an election year, and we continue to partner with the League of Women Voters of Portland to produce Video Voters Guides (candidate interviews) and Voter Forums. This partnership supports our mission of civic engagement. Young Audiences and the Right Brain Initiative have been working with us this spring to produce teaching modules for artists in the classroom. We will continue to work with them this summer. We expect our recent investment in a marketing consultant to further grow our revenue and client base.

### **Sponsorships & Contributions**

With the launch of the Mobile Media Innovation Lab, MetroEast hopes to secure sponsor support for that ongoing programming. MetroEast's Board of Directors has been recently reinvigorated with several new members and officers deeply committed to MetroEast's mission and vision. They will be instrumental in expanding private fundraising efforts and seeking the fiscal support of the local community.

## **EXPENSE**

### **Payroll**

Due to persistent revenue shortfalls and declining franchise funds, we do not expect to replace the three staff positions vacated in 2021, moving from 16.25 to 13.25 FTE. The roles of the Communications Coordinator and Director of People and Culture have been absorbed into other restructured positions. Compared to pre-pandemic staffing, expenses are down 14.7%. Despite these adjustments, payroll remains the largest portion of MetroEast's budget. Our people are our strength, and our emphasis on individualized service and one-on-one education requires a certain level of staffing. The efficiency and professional development of current staff will be a key aspect of ongoing strategic planning.

MetroEast capitalizes payroll expenses directly attributed to capital projects and the installation of assets.

### **Leadership**

Rather than embark on a search for a new Executive Director, MetroEast intends to develop a shared leadership model, akin to that of Open Signal. We will utilize and develop the skills of existing leadership team positions moving forward, and enter into a phase of renewed strategic planning in collaboration with the Board of Directors.

### **Professional Services**

We have created a BIPOC production contractor program to provide training and experience to early-career filmmakers, and also support both internal and fee-for-service projects. We also will expand the role of Digital Media Navigators and provide childcare during community classes to advance our initiative of digital inclusion. Additional contracted services include grant-writing, marketing, legal support, financial audit and media education.

### **Other Operational Expenses**

The remainder of MetroEast's operational expenses this fiscal year are projected in anticipation of a gradual and intentional return to a fully open status as the pandemic transitions. Currently operating by appointment only, we expect to continue to provide significant online services, while opening in-person classes. We also will host two community events in the coming year, to welcome patrons back to our space. Operational expenses, excluding payroll, reflect a deliberate attempt to reduce costs wherever possible, and are 23% lower than pre-pandemic costs.

### **Equipment**

MetroEast has large technical equipment needs, with some equipment nearing end-of-life:

- Production Lighting, Microphones, Cameras and Lenses (\$36k)
- Staff and Edit Room computer replacements/upgrade (\$135k)
- Expanded gear for the Mobile Innovation Lab & Remote Services (\$36K)
- Studio A system core replacement to fully support 4k content creation (\$80k)
- Equipment Room & Audio Booth gear for member use and check-out (\$48k)

### **Building Improvements**

The HVAC system will undergo a thorough review and upgrade. In response to COVID we have increased the amount of air we are pulling in from outside the building. During this process we realized that our system is not operating as efficiently as it should. Our overall goal is to increase air circulation and eliminate any hot and cold spots throughout the building.

We expect that we will need to install an appropriate foundation drainage system on the west wall of the building. We've noted an increase in mineral efflorescence requiring investigation which may indicate that ideal mold conditions are present in the building putting structure and equipment as well as health and safety at risk.

### **Mortgage and Capital Leases**

The multi-year capital lease on the Tricaster has now been paid in full. With the additional capital funds made available to MetroEast in FY23, we plan to pay off the mortgage loan on our building in June 2023.

### **Software Development & Licensing**

MetroEast has multiple annual IT support and internal software contracts that make up the majority of this category, including CRM, equipment management, media automation, security, communications, networking, and others. Additional funds will be used to complete the development of the Scheduling Tool.

### **Vehicles**

No new vehicles will be purchased this year.

## **RESERVES**

MetroEast is prepared to draw from reserves to cover any budget shortfall. The investment fund stands at \$995,474, of which a minimum of \$398,273 is available for operational spending as of 3/31/22.

**MetroEast Community Media FY 22/23 Budget\***

	18/19	19/20	20/21	21/22	21/22	22/23
	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Approved Budget v2</i>	<i>Forecast</i>	<i>Budget v2</i>
<b>OPERATIONS BUDGET</b>						
<b>INCOME</b>						
Franchise Fees	924,626	891,683	882,425	850,177	878,330	854,653
Sponsorships	6,500	1,500	3,450	20,004	0	20,004
Operating Grants	58,500	15,000	95,327	222,500	140,938	108,000
Contributions	4,447	6,975	4,323	27,500	6,126	8,500
Education Services			13,890	20,000	8,000	9,000
Production	122,797	62,589	118,524	200,000	112,781	150,000
Memberships	7,901	6,913	3,090	7,200	4,085	4,200
Other	61,830	26,190	125,127	67,200	121,603	19,270
Interest	1,222	1,445	471	560	441	0
<b>Total Operating Income</b>	<b>1,187,823</b>	<b>1,012,295</b>	<b>1,246,627</b>	<b>1,415,141</b>	<b>1,272,303</b>	<b>1,173,627</b>
<b>EXPENSE</b>						
Payroll & Benefits	1,342,485	1,184,665	1,163,469	1,300,941	1,286,690	1,145,500
Less: Capitalized Wages	<i>(150,882)</i>	<i>(69,783)</i>	<i>(63,808)</i>	<i>(102,000)</i>	<i>(45,880)</i>	<i>(36,000)</i>
Adjusted Total Personnel	1,191,603	1,114,882	1,099,661	1,198,941	1,240,810	1,109,500
Communications, Utilities Maint & Misc	70,428	59,040	64,841	73,928	52,920	77,138
Dues & Subscriptions	18,671	10,577	14,088	12,000	8,105	7,570
Education & Training	4,962	7,499	7,856	10,500	6,626	13,200
Food, Production & Business Expenses	44,915	68,128	28,998	40,650	26,865	28,910
Insurance	39,757	77,853	72,921	67,900	85,306	63,500
Marketing, Media, Printing & Shipping	30,527	6,073	1,319	23,690	1,328	10,190
Office & Operating Supplies	40,712	14,697	6,936	21,600	8,578	9,960
Professional Services	208,671	83,495	90,909	142,200	91,115	172,435
Software		11,349	9,765	7,650	8,573	9,600
Travel & Transportation	37,303	4,765	1,749	6,010	1,688	13,020
Other Expenses	32,613	1,367	206	1,200	0	1,200
Total Operating Expenses	1,720,162	1,459,724	1,399,248	1,606,269	1,531,914	1,516,223
Operating Income (Loss)/covered by reserves	<i>(532,339)</i>	<i>(447,429)</i>	<i>(152,622)</i>	<i>(191,128)</i>	<i>(259,611)</i>	<i>(342,596)</i>
<b>CAPITAL BUDGET</b>						
<b>INCOME</b>						
MHCRC Capital Funding	858,734	507,603	833,248	626,630	626,630	1,044,240
Other Capital Grants		64,987	192,999	40,000	32,000	24,000
Total Capital Funds Received	858,734	572,590	1,026,247	666,630	658,630	1,068,240
<b>EXPENDITURE</b>						
Capitalized Wages & Benefits	131,975	69,783	63,808	102,000	45,880	36,000
Contractor & Installation	35,053	41,982	17,812	49,000	3,742	0
Equipment	267,117	105,132	369,481	173,190	103,647	342,204
Furniture	42,366	7,094	2,181	5,040	1,089	5,004
Building Improvements	184,899	13,850	21,991	110,000	120,664	30,000
Mortgage and Capital Leases	85,411	101,914	101,914	97,297	97,297	715,447
Other Expenses	34,962					
Vehicles		31,897	57,603	10,000	10,000	0
Software Development & Licensing	76,951	91,691	239,013	125,600	119,667	142,052
Total Capital Expenditures	858,734	463,342	873,803	672,127	501,985	1,270,707
Capital and Grant Gain ~Increase (decrease) in grant liability acct	0	109,248	152,444	<i>(5,497)</i>	156,645	<i>(202,467)</i>
<b>TOTAL INCOME</b>	<b>2,046,557</b>	<b>1,584,885</b>	<b>2,272,873</b>	<b>2,081,771</b>	<b>1,930,933</b>	<b>2,241,867</b>
<b>TOTAL EXPENSES/EXPENDITURES</b>	<b>2,578,896</b>	<b>1,923,066</b>	<b>2,273,051</b>	<b>2,278,396</b>	<b>2,033,899</b>	<b>2,786,930</b>
<b>TOTAL GAIN (LOSS)</b>	<b><i>(532,339)</i></b>	<b><i>(338,181)</i></b>	<b><i>(178)</i></b>	<b><i>(196,625)</i></b>	<b><i>(102,966)</i></b>	<b><i>(545,063)</i></b>
					[w/\$104k ERTC]	

\*This budget divided by Operations and Capital; it excludes Investment Income & Depreciation



## FY 2022-23 Operating Budget Narrative

### Summary

The budget is prepared with the anticipation that Open Signal will continue to expand in-person services post-pandemic. In alignment with our grant agreement with the City of Portland, their goals and the goals of Foundation Funders, services will continue to focus on equity and those typically marginalized and underserved in the community.

### Revenue

Revenue will increase in FY22-33 compared to FY21-22. We will not be receiving the same employee retention tax credit but both our operational and capital funding from the MHCRC will increase. We expect to see a slight increase in individual contributions with our new membership benefits.

### Personnel Expenses

Personnel expenses are expected to increase. We have adjusted for a 7% cost of living increase, keeping in line with current inflation estimates. We will also be adding a Finance Director position.

### Operating Expenses

Operational expenses are expected to remain similar to last fiscal year. Some slight adjustments were made for utility and supply cost increases in line with current inflation. There is a planned surplus that may be allocated to operational expenses or personnel expenses during a later reforecast. We opted to keep these funds set aside so we can adapt as we need to throughout the year considering the uncertainty of how the pandemic will progress.

# Open Signal

Fiscal Year 22-23

Budget Workbook

New COA #	REVENUE	21-22 Q2	22-23 Budget	Change from
		REFORECAST	Proposal	
		BUDGET		
		Total All Depts	Total All Depts	
4000	Individual Contributions	\$ 23,500	\$ 45,000	\$ 21,500
4100	Corporate Contributions	\$ 10,000	\$ 10,000	\$ -
4150	Pass-Through Contributions	\$ -	\$ -	\$ -
4200	Foundation Grants - Without Restrictions	\$ 145,000	\$ 145,000	\$ -
4201	Foundation Grants - With Restrictions	\$ 495,000	\$ 360,000	\$ (135,000)
4300	Government Grants	\$ 2,006,463	\$ 2,658,190	\$ 651,727
4400	Services Revenue:Production Services	\$ 96,000	\$ 96,000	\$ -
4410	Services Revenue:Studio Rentals	\$ 5,000	\$ 10,000	\$ 5,000
4420	Services Revenue: Other Service Revenue	\$ -	\$ -	\$ -
4700	Merchandise Sales	\$ -	\$ -	\$ -
4800	Interest Income	\$ -	\$ -	\$ -
4880	Gain/Loss on Sale of Fixed Assets	\$ 24,000	\$ 24,000	\$ -
4900	Other Revenue	\$ 345,342	\$ -	\$ (345,342)
	<b>Total Revenue</b>	<b>\$ 3,150,305</b>	<b>\$ 3,348,190</b>	<b>\$ 197,885</b>
<b>EXPENSES</b>				
5000	Salaries & Wages	\$ 969,736	\$ 1,166,300	\$ 196,564
5050	Salaries & Wages - On Call Staff	\$ 24,425	\$ 32,000	\$ 7,575
5100	Payroll Taxes	\$ 103,890	\$ 125,222	\$ 21,332
5200	Employee Benefits	\$ 186,600	\$ 200,845	\$ 14,245
5300	Workers' Comp	\$ 8,040	\$ 8,040	\$ -
6000	Contract Services	\$ 87,745	\$ 15,000	\$ (72,745)
6100	CPA Services	\$ 25,000	\$ 25,000	\$ -
6200	Bookkeeping Services	\$ 66,448	\$ 42,600	\$ (23,848)
6300	Payroll & HR Services	\$ 26,413	\$ 16,755	\$ (9,658)
6400	Legal Services	\$ 10,000	\$ 10,000	\$ -
6500	Disability Accommodations/Accessibility	\$ 10,000	\$ 7,500	\$ (2,500)
6600	Production/Crew	\$ 407,325	\$ 316,250	\$ (91,075)
6700	Stipends	\$ 15,100	\$ 5,000	\$ (10,100)
6800	Marketing	\$ 11,000	\$ 8,000	\$ (3,000)
7000	Travel & Meals	\$ 9,815	\$ 14,000	\$ 4,185
7100	Parking & Mileage	\$ 1,600	\$ 1,600	\$ -
7200	Professional Development	\$ 11,207	\$ 30,750	\$ 19,543
7300	Small Tools & Equipment	\$ 165,000	\$ 165,000	\$ -
7325	Software Expense	\$ 54,830	\$ 54,830	\$ -
7350	Supplies	\$ 6,200	\$ 12,400	\$ 6,200
7400	Equipment Lease	\$ -	\$ -	\$ -
7500	Facility Repairs & Maintenance	\$ 25,000	\$ 17,500	\$ (7,500)
7550	Equipment Repairs & Maintenance	\$ 5,000	\$ 5,000	\$ -
7600	Utilities	\$ 39,422	\$ 40,999	\$ 1,577
7650	Vehicle Repairs, Gas, & Maintenance	\$ 5,000	\$ 5,000	\$ -
7700	Meetings Expense	\$ 10,800	\$ 5,800	\$ (5,000)
7800	Telecommunications	\$ 40,000	\$ 41,600	\$ 1,600
7900	Printing & Copying	\$ 1,833	\$ 1,833	\$ -
8000	Postage & Delivery	\$ 6,000	\$ 6,000	\$ -
8100	Recruitment	\$ 1,500	\$ 1,500	\$ -
8200	Event Expense	\$ 12,000	\$ 7,000	\$ (5,000)
8400	Bank Charges & Merchant Fees	\$ 3,900	\$ 4,000	\$ 100
8500	Board of Directors' Expense	\$ 3,500	\$ 3,500	\$ -
8600	Licenses & Fees	\$ 2,000	\$ 3,000	\$ 1,000
8700	Insurance	\$ 37,000	\$ 38,480	\$ 1,480
8750	Dues & Subscriptions	\$ 1,450	\$ 6,500	\$ 5,050
8800	Depreciation Expense	\$ 766,668	\$ 766,668	\$ -
8900	Miscellaneous Expenses	\$ 1,600	\$ 1,600	\$ -
	<b>TOTAL EXPENSE</b>	<b>\$ 3,163,047</b>	<b>\$ 3,213,072</b>	<b>\$ 50,025</b>
	<b>CHANGE IN NET ASSETS</b>	<b>\$ (12,742)</b>	<b>\$ 135,118</b>	<b>\$ 147,860</b>
<b>ADJUSTMENTS</b>				
	Allocate 2% of Operating Revenue to Reserve	\$ (44,207)	\$ (48,165)	
	Cash Carried Forward from Prior Year	\$ 629,735	\$ 975,439	
	Reserved for Fixed Asset Purchases	\$ (364,015)	\$ (852,153)	
	<b>PROJECTED ACTUAL SURPLUS/(DEFICIT) AT YEAR END</b>	<b>\$ 208,771</b>	<b>\$ 210,239</b>	<b>\$ 1,468</b>
<b>CAPITAL BUDGET</b>				
	21-22 Capital Grant Amount	\$ 939,946	\$ 1,566,360	
	Less 15% OH Fee	\$ (140,992)	\$ (234,954)	
	Budgeted for non-capitalized expenses	\$ (219,830)	\$ (219,830)	
	21-22 Payroll Costs	\$ (215,109)	\$ (259,423)	
	Balance 21-22 Capital Funds	\$ 364,015	\$ 852,153	
	20-21 Balance Carried Forward	\$ 668,491		
	<b>Total Available for Fixed Asset Purchases</b>	<b>\$ 1,032,506</b>	<b>\$ 852,153</b>	



## FY 2022-23 Capital Budget Narrative

### Overview

Open Signal's capital spending this year is focused on infrastructure. As we begin to incorporate more and more in-person services, there are several areas that require upgrades and replacements. There is also a lot of work and updating to be done in streamlining our back-end systems that support our distribution on the cable channels.

### Land and Land Improvements

**Budget: \$2,000.00**

There are no expected land improvements in this fiscal year. A small budget was set aside for any unexpected expenses.

### Building and Building Improvements

**Budget: \$5,000.00**

There are no expected building improvements in this fiscal year. A small budget was set aside for any unexpected expenses.

### Production Equipment

**Budget: \$475,000.00**

A large portion of our equipment budget will be outfitting our two studios with new control room equipment. The current equipment is 10 years old and has begun failing so it is due for replacements.

In our last fiscal year, we launched new equity and non-profit focused media education programs. We have spent the past year analyzing and adjusting these programs to best meet the needs of the community. A portion of this budget will be reserved to purchase additional equipment in order to expand these programs

We will be purchasing additional equipment for supporting the new hybrid live and virtual meeting environment for clients. We will also be focusing on more automation and closed captioning integrations with all of our operator stations. We will be expanding our capabilities from 3 to 5 mobile production systems to increase our capabilities to run simultaneous productions. We will be adding new capabilities using remote broadcasting equipment to allow for better flexibility for on-location live productions.



In anticipation of a significantly increased Open Signal LABS production schedule with multiple, simultaneous projects filming at once, supplemental equipment purchases in the areas of lighting and grip are critical to increase creative and functional capabilities.

Ongoing functional capacity building remains a focus, with the procurement of tripods, and other sophisticated camera stabilization such as dollies, and gimbals are necessary in the pursuit of higher creative and technical capacity. In addition to stabilization, the purchase of an Anamorphic lens set not only meets the creative threshold of feature film production, it also provides an experiential and technical platform for training at the industry level.

## Computers

**Budget: \$5,000.00**

There are no expected computer purchases in this fiscal year. A small budget was set aside for any unexpected expenses.

## Vehicles

**Budget: \$0.00**

There are no planned vehicle purchases in this fiscal year.

## Office Equipment and Furniture

**Budget: \$1,000.00**

There are no expected office equipment and furniture needs in this fiscal year. A small budget has been set aside for unexpected office equipment & furniture costs.

## Software and Other Intangibles

**Budget: \$692,200.00**

There are no plans to add additional software in this fiscal year. We will be launching a large project, Project Ficus, that will correct issues in our back-end systems which deliver content to our distribution channels and improve the interface with which the public interacts. These improvements will streamline our systems, saving us the need for additional staffing and will create more opportunities for partnership with local non-profits and other access centers.

Project Ficus is intended to bring our core ingest, transcoding, live-streaming, metadata collection and integrated broadcast automation up to current web technology standards. We will be incorporating new services to our Public Access producers to enable them to upload their

# pen Signal

content remotely as well as providing new services to integrate their content with their own online video presence. Additionally, we will be building a robust system to expand our current online offerings, including live streaming and internet video-on-demand capacity. This project will also result in a new website asset that will combine our existing organizational website, currently on failing infrastructure, with our online live streaming site.



## FY22-23 Capital Budget

	Actual Capital Expense FY 20-21	Adopted Total Budget FY 21-22	Approved Total Budget FY22-23
<b>Capital Revenue</b>			
MHCRC Capital Funding	\$924,144	\$939,946	\$1,566,360
Carry Forward Amount	\$242,374	\$349,132	\$100,592
Audit Difference Adjustment	-\$14,811	-\$6,369	
<b>Total Capital Resources Available</b>	<b>\$1,151,707</b>	<b>\$1,282,709</b>	<b>\$1,666,952</b>
<b>Capital Expenses</b>			
Land & Land Improvement	\$0	\$2,000	\$2,000
Building & Building Improvement	\$26,553	\$170,000	\$5,000
Production Equipment	\$234,862	\$325,000	\$475,500
Computer	\$47,682	\$130,016	\$5,000
Vehicles	\$0	\$0	\$0
Office Equipment & Furniture	\$1,873	\$1,000	\$1,000
Software & Other Intangibles	\$197,604	\$198,000	\$692,200
Capitalized Wages	\$106,521	\$215,109	\$247,841
Capital Overhead	\$187,481	\$140,992	\$234,954
<b>Total Capital Expense</b>	<b>\$802,575</b>	<b>\$1,182,117</b>	<b>\$1,663,495</b>
<b>Net Capital Surplus</b>	<b>\$349,132</b>	<b>\$100,592</b>	<b>\$3,457</b>

**MHCRC Fund – Interest Revenue**

Updated: May 16, 2022

**Interest Chart thru FY2022-23**

<b>Interest Fund Balance - history</b>					<i>A=Actual</i>
<b>Earnings and Expenditures by Fiscal Year</b>					<i>E=Estimated</i>
<b>Fiscal Year</b>	<b>Interest Earned</b>	<b>Net Admin. Expenditures</b>	<b>Change</b>	<b>Cumulative Balance</b>	
		Beginning Balance		\$196,968	A
2005-06	\$100,333	(\$99,294)	\$1,039	\$198,007	A
2006-07	\$171,764	(\$92,312)	\$79,452	\$277,458	A
2007-08	\$181,699	(\$92,771)	\$88,928	\$366,386	A
2008-09	\$126,158	(\$109,703)	\$16,455	\$382,842	A
2009-10	\$71,976	(\$98,233)	(\$26,257)	\$356,585	A
2010-11	\$32,395	(\$109,045)	(\$76,650)	\$279,935	A
2011-12	\$34,324	(\$129,708)	(\$95,384)	\$184,550	A
2012-13	\$30,329	(\$66,281)	(\$35,952)	\$148,599	A
2013-14	\$43,567	\$0	\$43,567	\$192,165	A
2014-15	\$57,577	\$0	\$57,577	\$249,742	A
2015-16*	\$91,898	\$0	\$91,898	\$341,640	A
2016-17	\$136,434	\$0	\$136,434	\$478,075	A
2017-18	\$184,274	\$0	\$184,274	\$662,348	A
2018-19	\$291,297	\$0	\$291,297	\$953,646	A
2019-20*	\$ 265,053	\$0	\$265,053	\$1,218,698	A
2020-21	\$ 95,194	(\$147,608)	(\$52,414)	\$1,166,285	A
2021-22	\$ 52,918	(\$146,344)	(\$93,426)	\$1,072,859	E
2022-23	\$ 55,035	(\$92,586)	(\$37,551)	\$1,035,308	E



# Mt. Hood Cable Regulatory Commission

*Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale & Wood Village*

## **COVER SHEET – AGENDA ITEMS #R3 (A - F)**

For Commission Meeting: May 23, 2022

### Community Technology Grant Agreements: 2022 Cycle

#### **Staff Recommendation**

Staff recommends that the Commission approve Community Technology grant agreements with:

- A. Portland Community College for \$56,136
- B. Community for Positive Aging for \$66,920
- C. Wild Diversity for \$29,619
- D. The Lotus Seed, Inc. for \$57,971
- E. Curious Comedy Theater for \$255,621
- F. ELSO, Inc. for \$66,150

#### **Background/Discussion**

At its January meeting, the Commission selected 13 Pre-Applications to invite to apply for funding. Following the Commission's decision, MHCRC staff began to engage all 13 applicants in a process to complete full grant applications and contracts. In follow-up to specific Commissioner comments at the January meeting, staff has collaborated with applicants to make suggested revisions to the pre-applications including clearly defining measurable outcomes and evaluation measures, expanding on programmatic details surrounding beneficiaries, and the development of a detailed project budget that would more clearly identify the matching resources necessary to successfully implement the project.

At the January meeting, the Commission moved forward applicants totaling \$1,126,100.91 in preliminary estimated grant funding requests.

Two organizations, Open Signal and Resolutions Northwest, are not moving forward with final applications in the 2022 Community Technology Grants Cycle.

**MHCRC staff has reached agreement with six applicants on final grant agreements and recommends approval. These first six applications total \$532,417 in grant funds.**

There are five remaining applicants that staff anticipates bringing to the MHCRC for consideration in June. If the MHCRC chose to award grants to all of the remaining applicants, the MHCRC will have awarded a total of \$860,522 during the Community Technology Grant FY21-22 cycle.



As part of the normal grantmaking process, Comcast is given the opportunity to review all final grant applications and contracts prior to staff moving the contracts forward for Commission consideration.

## **Grant Agreement Summaries for Approval**

### **A. Portland Community College**

#### Staff Recommendation

“Approve the Community Technology Grant Agreement with Portland Community College for a total of \$56,136.”

#### Background/Discussion

**Final Grant Request: \$56,136** (Pre-Application Grant Request: \$13,406)

**Final Total Project Budget: \$192,095** (Pre-Application Total Project Budget: \$26,817)

**Public Benefit Area:** Improving Service Delivery

The “Equitable Access to Education Programming” Project seeks to both (1) increase media portrayals of underrepresented communities as college students and (2) upgrade equipment to dramatically improve editing and exporting speed, and ultimately result in more and higher-quality content for PCC Cable Channel 27. The equipment will be used to create original, compelling content (10 original videos; 2 longform videos) featuring success stories from current and former PCC students that highlight the benefits of higher education. In addition, PCC aims to increase hands-on video production experience of diverse PCC students by engaging at least 15 individuals in capturing the 2023 Portland Waterfront Blues Festival. Students will gain skills in live event production while working to capture over 300 hours of video footage for broadcast.

The initial grant request was very conservative in terms of the scope of both equipment and community engagement. After conversation with MHCRC staff, the grant request increased to include a greater variety of appropriate (up-to-date, industry standard) equipment & technology to support the use of the major equipment pieces in post-production/editing by faculty, staff, and student operators.

PCC is a current MHCRC grantee for the “Connecting to Community: New Equipment and Tools for Improving Student Video Production Skills and Workforce Readiness” project (awarded in 2020). That project will wrap up in September 2022 and is on track to meet all grant outcomes satisfactorily.

**Attachment:** Draft Community Technology Grant Agreement with Portland Community College

### **B. Community for Positive Aging**

### Staff Recommendation

“Approve the Community Technology Grant Agreement with Community for Positive Aging for a total of \$66,920”

### Background/Discussion

**Final Grant Request: \$66,920** (Pre-Application Grant Request: \$57,145)

**Final Total Project Budget: \$133,840** (Pre-Application Total Project Budget: \$114,290)

**Public Benefit Area:** Reducing Disparities

Community for Positive Aging (CFPA) is committed to addressing the social, cultural, environmental, and economic needs that impact the health and wellness of older, low-income seniors in Multnomah County. The “Supporting Low-Income Seniors through Health Navigation Digital Media Content” project seeks to produce 8 to 12 informational videos about a variety of topics including healthy aging, food access, case management options, access to safe housing and more. The videos will be translated into Spanish, Vietnamese and Mandarin and displayed on large screens at the community centers, food pantries, and housing centers where low-income seniors in the community congregate and receive services. The videos will also be shared out via MetroEast Community Media for broadcast. Videos will be created by CFPA staff and key volunteers after receiving training from MetroEast. Content of the videos will be determined based on the needs and concerns of seniors working with CFPA health navigators and are designed to ultimately increase awareness of, and access to, services and resources, with a particular focus on serving BIPOC and low-income seniors.

The grant request increased by approximately \$8,000 after CFPA engaged in additional meetings with MetroEast Community Media on the final equipment list. The increased ask accounts for some items being no longer available since pre-application submission, updated equipment costs, and choosing a more user-friendly display option for the content.

In response to Commissioner comment at the January meeting, the applicant further clarified how they will work with MetroEast Community Media.

**Attachment:** Draft Community Technology Grant Agreement with Community for Positive Aging

## **C. Wild Diversity**

### Staff Recommendation

“Approve the Community Technology Grant Agreement with Community for Wild Diversity for a total of \$29,619”

### Background/Discussion

**Final Grant Request: \$29,619** (Pre-Application Grant Request: \$49,115)

**Final Total Project Budget: \$72,189** (Pre-Application Total Project Budget: \$98,231)

**Public Benefit Area:** Reducing Disparities

Wild Diversity's "Connecting with the Outdoors Video Series" project seeks to expand their reach to BIPOC and LGBTQ+ community members through the creation of at least 11 empowering videos highlighting inclusive and diverse stories about nature, outdoor adventure, and the field of conservation, which will be shared out via Open Signal and MetroEast Community Media. High school aged interns, who identify as Black, will learn how to produce, host, and film the outdoor exploration video series as a part of the "Tappin Roots Black Nature Educators Internship Program." Wild Diversity staff will also receive training and build skills in video production through the development of the "Preparing for the Apocalypse While Having Fun" video series, which highlights disaster preparedness and outdoor survival skills. And, an educational and engagement video designed to inspire BIPOC community members to become thought leaders in environmental conservation will also be created. All of the videos aim to diversify the conversation/environmental field by both educating viewers and recruiting new BIPOC community members to get involved, explore nature, and feel welcomed in wild, outdoor spaces.

The grant request was reduced to only include eligible capital costs. The preliminary grant request included line-items that were not eligible for grant funding.

In response to Commissioner comment at the January meeting, the applicant further clarified where the videos will be broadcast and provided budget details.

**Attachment:** Draft Community Technology Grant Agreement with Wild Diversity

**D. The Lotus Seed, Inc.**

Staff Recommendation

"Approve the Community Technology Grant Agreement with The Lotus Seed, Inc. for a total of \$57,971"

Background/Discussion

**Final Grant Request: \$57,971** (Pre-Application Grant Request: \$54,574)

**Final Total Project Budget: \$245,181** (Pre-Application Total Project Budget: \$232,648)

**Public Benefit Area:** Reducing Disparities

The Lotus Seed is dedicated to bringing yoga education to underserved communities through outreach and teacher training. The "When Yoga Meets Technology Pandemic Relief Through Wellness" project seeks to foster economic empowerment for a total of 40 local yoga teachers with diverse backgrounds who are participants in the yoga certification program. The teachers will receive training on video production and sound engineering through training and access to industry-level equipment. Participants will learn how to capture, edit and upload videos & video podcasts for distribution via Open Signal while documenting the long-term benefits that they receive from a regular yoga practice. Each of the five cohorts of 8 teachers will receive 20+ hours of educational content through participation in hands-on workshops designed to increase

their media literacy skills and help propel their careers into the digital age. A minimum of 20 videos will be created throughout the project period. Participants will be recruited through the Lotus Seed Alumni network as well as social media platforms. Scholarship opportunities, as well as mentorship, are available for future yoga teachers who identify as BIPOC or LGBTQIA.

In response to Commissioner comment at the January meeting, the applicant further clarified the credible need and proposed solution, what video content they will create and how they will share out the video content. There are no significant changes to the grant request or the project proposal.

**Attachment:** Draft Community Technology Grant Agreement with The Lotus Seed, Inc

## **E. Curious Comedy Theater**

### Staff Recommendation

“Approve the Community Technology Grant Agreement with Curious Comedy Theater for a total of \$255,621”

### Background/Discussion

**Final Grant Request: \$255,621** (Pre-Application Grant Request: \$163,400)

**Final Total Project Budget: \$512,542** (Pre-Application Total Project Budget: \$323,800)

**Public Benefit Area:** Reducing Disparities

Curious Comedy Theater offers a diverse and inclusive space for women comics, with particular focus on BIPOC and LGBTQ+ women performers, who represent only 21-26% of staff in writing rooms and performers at festivals. The theater has produced the All Jane Comedy Festival for the past 9 years, featuring 50+ of the top women working in comedy today.

The “Amplifying Marginalized Voices” project will upgrade the old equipment to ensure high-quality professional videos for performers and the community at large. In addition, to their main stage, Curious Comedy Theater has acquired a second, more-intimate venue called the Annex. This space will also be outfitted with video production equipment to allow for capturing and sharing out comedy performances. The technology received will be used to help over 100 women and BIPOC comedians by capturing their performances which can be later used to promote themselves and build audiences on digital platforms. In addition to the “All Jane Comedy Festival,” CCT will host the “BIPOC Comedy Festival” and the “NW Black Comedy Festival” during the project period. Through the planned 72 hours of captured programming submitted to Open Signal during the project period, Curious Comedy Theater seeks to increase exposure for female and BIPOC comedians to both the general public and industry representatives.

The grant request increased due to revised equipment needs and increased costs of items (due to inflation). Specifically, Curious Comedy Theater would like to upgrade to an EVO system for data management. This system would keep everything from both venues stored in one place,

includes software for organizing the data with tags for searching, and allows for proxy editing to speed post-production significantly. This system would reduce chaos, confusion, and wasted time by giving CCT one central hub for data from both venues that could be accessed remotely for editing, and for sharing data out to artists and to Open Signal.

The MHCRC previously support the “All Jane Comedy Festival” project at Curious Comedy Theater (2016; award amount: \$172,776). All grant outcomes were met satisfactorily and in compliance with the contract.

**Attachment:** Draft Community Technology Grant Agreement with Curious Comedy Theater

**F. ELSO, Inc.**

Staff Recommendation

“Approve the Community Technology Grant Agreement with ELSO, Inc for a total of \$66,150”

Background/Discussion

**Final Grant Request: \$66,150** (Pre-Application Grant Request: \$104,008)

**Final Total Project Budget: \$144,447** (Pre-Application Total Project Budget: \$208,016.86)

**Public Benefit Area:** Reducing Disparities

ELSO’s mission is to teach and frame STEAM and nature-based education through a lens that centers and elevates the stories, ways of knowing, individual needs, and lived experiences of Black and Brown communities. The “Expanding ELSO Outreach to Increase STEAM Opportunities for BIPOC Youth and Young Adults” project seeks to support that mission by connecting BIPOC youth to STEAM opportunities using video production technology. Selected ELSO staff will receive training on audio and video production skills, and further engage 100 youth in activities using the newly purchased technology. ELSO will engage participants from their “Tappin’ Roots” internship & workforce development program for Black youth, ages 14 to 18, as well as their after-school program (Your Street Your Voice & Empower), which serves up to 60 BIPOC and LGBTQ+ students ages 14 to 20 each school year. In addition, ELSO will host a STEAM day camp for Black and Brown youth ages 5 to 12 designed to develop confidence and a sense of belonging in nature.

All youth participants will learn skills through experiential learning with various media equipment, interacting with cameras during nature and place-based activities including wildlife monitoring, pollinator exploration, canoeing trips, hikes, and more. Older youth will receive hands-on video editing training. Both the staff and youth-captured footage will culminate in the create and distribution of 13 to 15 videos with Open Signal and MetroEast Community Media. The final videos will increase awareness of STEAM opportunities, youth advocacy and environmental justice in our community.

The grant request was reduced to only include eligible capital costs. The preliminary grant request included line-items that were not eligible for grant funding.

In response to Commissioner comment at the January meeting, the applicant further clarified training needs.

**Attachment:** Draft Community Technology Grant Agreement with ELSO, Inc.

Prepared by: Rana DeBey  
May 6, 2022



# Mt. Hood Cable Regulatory Commission

*Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale & Wood Village*

## **COVER SHEET – AGENDA ITEM #R4**

For Commission Meeting: May 23, 2022

Contract Renewal: LGLG

### **Staff Recommendation**

MHCRC staff recommends that the Commission approve the renewed service agreement with Local Government Law Group to provide legal services to the MHCRC as outlined in the Engagement Letter and in Exhibit A: Scope of Work.

### **Background/Discussion**

In 2019, the MHCRC engaged the Oregon law firm, Local Government Law Group (LGLG) as General Legal Counsel to the Commission. LGLG focuses on service delivery to local governments in Oregon and provides the MHCRC with legal perspectives specific to our region.

Since 2019, LGLG has provided timely and responsive advice and opinions to the MHCRC on issues ranging such as Community Technology grant agreements, Oregon open meetings law and public documents retention, and professional service contracts.

The current service agreement with LGLG expires June 30, 2022. Staff recommends the Commission renew the services agreement for the period July 1, 2022 through June 30, 2026.

### **Engagement Letter and Scope of Work**

Following is a brief overview of the documents:

- Engagement is for general legal counsel services as outlined in the Scope of Work:
  - Attend meetings on request
  - Prepare and review documents and agreements
  - Provide guidance on interpretation of Oregon open meeting laws and other Oregon statutes that apply to the MHCRC
  - Consult by phone as needed
  - Serve as general legal counsel and represent the MHCRC in legal proceedings
- Hourly rates identified are for 2022 with an expectation that the rates will be reviewed on an annual basis and may increase over time
- Anticipated annual amount is \$30,000
- Term runs through June 30, 2026

### **Attachments**

Attachment 1: LGLG Engagement Letter 2022-2026





# Mt. Hood Cable Regulatory Commission

*Serving Multnomah County and the Cities of Fairview, Gresham, Portland,  
Troutdale & Wood Village*

Attachment 2: MHCRC-LGLG General Counsel SOW 2022-2026

Prepared by: Bea Coulter  
May 17, 2022



Carolyn H. Connelly  
Ross M. Williamson\*  
Diana Moffat  
Mark A. Wolf  
Emily B. Guimont  
Lori J. Cooper  
Rebekah L. Dohrman\*\*  
\*Also Admitted in Washington  
\*\*Member of American Institute of  
Certified Planners

**ENGAGEMENT LETTER AND  
BILLING PROCEDURE MEMO  
FOR  
MT. HOOD CABLE REGULATORY COMMISSION**

We appreciate Mt. Hood Cable Regulatory Commission (MHCRC) continued interest in the Local Government Law Group. You have retained our firm to provide general legal counsel services as set out in the attached Exhibit A, incorporated by reference herein. In the event of a conflict between this Engagement Letter and the attached Exhibit A, this Engagement Letter shall control. The relationship between client and attorney works best when we both have a clear understanding of the firm's policies regarding legal services, the inquiry process, and our billing practices. If the policies explained in this document are acceptable to you, please sign a copy of this memo and return it to the firm. If you have any questions, please do not hesitate to call us.

**Working with your Attorneys**

During the course of our representation, it is our goal to maintain open lines of communication with MHCRC and your staff. To this end, it is important that MHCRC also communicate with us. This will allow us to better serve you and keep you fully informed of the status of the work we are doing.

E-mail communication is standard practice today and is convenient for client correspondence. However, there are some dangers with the use of e-mail. While we take precautions to protect our e-mail system and client confidences, some dangers defy even the best protections. By signing below, MHCRC understands and confirms that privileged client communications may be transmitted by email to MHCRC e-mail addresses.

During our representation of MHCRC, please remember to provide us with any changes in your current addresses, telephone numbers, Board and staff members, and other relevant information to facilitate communications. It is our goal to handle our representation of MHCRC in a personal, efficient and professional manner. If you have a concern regarding the progress of any matter, please do not hesitate to contact us.

## Billing Statements and Hourly Rates

If you decide to engage our firm, you will receive a monthly statement for any services we provided to MHCRC that month. Most statements for services are simply the product of the hours worked multiplied by the hourly rates for the attorneys, law clerks and legal assistants who did the work. However, if we feel that too much time was expended for the nature of the matter, we will reduce the fee accordingly. Additionally, sometimes we split our services (and the attorney fees) among multiple government clients who have the same legal needs. This helps you share attorney costs when possible. We will talk with you about these opportunities when they come up.

Our hourly rates for attorneys and other members of the professional staff is as follows:

- |    |   |                   |
|----|---|-------------------|
| A. | Attorney time: (Through June 30, 2022)            | \$245.00 per hour |
|    | (Starting July 1, 2022)                           | \$260.00 per hour |
| B. | Arbitration, hearings, contested matters          |                   |
|    | and legislative advocacy: (Through June 30, 2022) | \$270.00 per hour |
|    | (Starting July 1, 2022)                           | \$285.00 per hour |

Rates for this legal work will not be charged unless the MHCRC has been advised and agrees to the need for a specialist relating to the project.

- |    |  |                  |
|----|--|------------------|
| C. | Legal assistant, law clerk and paralegal time: | \$75.00 per hour |
| D. | Litigation and Outside Counsel:                | To be determined |

The firm's rates will be reviewed from time to time. We will inform you if we believe the rates should be adjusted for a future billing period.

Necessary travel will be billed at one-half of the applicable attorney fee rate, plus the IRS mileage rate. MHCRC is responsible for all costs incurred by the firm, including but not limited to document recording fees, filing fees, service fees, court reporter fees for depositions and hearings, court trial fees, and other necessary court and office costs. However, we won't charge you for basic computer research charges, phone charges, and photocopy charges.

If we determine, in partnership with you, that a matter requires outside counsel, we will ask the outside counsel to prepare a bill for our firm to review. Once that bill has received our approval, we will forward it to you for payment. We will not work with outside counsel for specialty services without first consulting MHCRC.

We bill for time expended on your behalf from the initial consultation to the closing of the matter. Activities requiring the expenditure of time may include office conferences, telephone discussions, preparation and review of correspondence, document preparation and review, and any other services associated with the work we have undertaken on your behalf.

Your monthly statement will indicate the amount of time spent, the attorneys who worked on the matter, and the charges for services based upon your current rates. You will receive an itemized billing statement each month, at which time the amount billed is due and payable. A late fee of 1.5% per month will be imposed on charges not paid within sixty (60) days after they are billed. We try to ensure that our billings are accurate and understandable. If ever you wish to discuss

your bill or the legal services rendered, please call Jenny Hornby in our accounting department or contact the attorney working on the matter. If we receive no questions or comments from you within thirty (30) days of the billing statement's date, we will assume that you agree to the charges billed.

**File Closing and Relationship Wind Up**

At the conclusion of each legal matter, we review the file to ensure that you have copies of all important documents, return any original documents to you, and close the file. We store closed files for ten (10) years (and may do so in an electronic format). After ten (10) years, we destroy the file. By signing below, MHCRC is giving us its consent to destroy files pursuant to this policy.

We each have the right to terminate our attorney-client relationship at any time. If there is any unresolved dispute over our representation or fees and it is necessary to initiate a claim, the prevailing party will be entitled to reasonable attorney fees to be set by the court.

Again, thank you for considering the Local Government Law Group. We appreciate your business and look forward to working with you.

READ AND APPROVED:

MT. HOOD CABLE REGULATORY COMMISSION

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

LOCAL GOVERNMENT LAW GROUP

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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## EXHIBIT A

# Mt. Hood Cable Regulatory Commission General Legal Counsel Services

### Refer questions to:

Elisabeth Perez, Community Technology Program Manager  
Email: [elisabeth.h.Perez@portlandoregon.gov](mailto:elisabeth.h.Perez@portlandoregon.gov)

## About the MHCRC

The MHCRC was created by Intergovernmental Agreement (IGA) among the cities of Fairview, Gresham, Portland, Troutdale, and Wood Village and Multnomah County (“Jurisdictions”). The Mt. Hood Cable Regulatory Commission ([www.mhcrc.org](http://www.mhcrc.org)) advocates for and protects the public interest in the regulation and development of cable communications systems within Multnomah County. Each Jurisdiction appoints citizen representatives to the Commission.

The MHCRC operates as a quasi-governmental body under Oregon Revised Statute 190. The MHCRC contracts for administrative and staff services, which includes procurement services, with the City of Portland (“the City”), through the Portland Office for Community Technology. The MHCRC funds an equivalent of four full-time city staff, plus related materials, services, and overhead, with an annual operations budget of about \$1 million. The MHCRC has fiduciary responsibility for an overall annual fund budget of approximately \$9 million, most of which is dedicated funds under the IGA or the cable services franchise agreements.

MHCRC Rules of Procedure: [http://www.mhcrc.org/wp-content/uploads/2014/11/about\\_rules\\_of\\_procedure.pdf](http://www.mhcrc.org/wp-content/uploads/2014/11/about_rules_of_procedure.pdf)

MHCRC IGA: [http://www.mhcrc.org/wp-content/uploads/2014/07/about\\_intergovernmental\\_agreement.pdf](http://www.mhcrc.org/wp-content/uploads/2014/07/about_intergovernmental_agreement.pdf)

MHCRC Staff Services Agreement: [http://www.mhcrc.org/wp-content/uploads/2014/07/about\\_ServicesAgree12-92FINAL1.pdf](http://www.mhcrc.org/wp-content/uploads/2014/07/about_ServicesAgree12-92FINAL1.pdf)

## Scope of Work

The Mt. Hood Cable Regulatory Commission (“MHCRC”) seeks General Counsel, licensed by the Oregon State Bar, to provide legal services to the MHCRC for routine local municipal law.

Examples of municipal legal services include:

- Regularly attend, in-person or via phone, monthly MHCRC meetings and other MHCRC-related meetings on request.
- Prepare and/or review documents and agreements entered into by the MHCRC, such as orders, resolutions, contracts, staff reports, regulatory notices, etc.
- Provide guidance on interpretation of Oregon open meeting laws and rules, Oregon Revised Statute 190, and other Oregon statutes that apply to the MHCRC.
- Be available for telephone consultation with the MHCRC and/or the MHCRC Project Manager, as needed.

## **EXHIBIT A**

- Serve as general legal counsel to the MHCRC and represent the MHCRC in legal proceedings.

### **1. WORK PERFORMED BY THE CITY / MHCRC/ OTHERS**

The MHCRC has assigned Elisabeth Perez, Community Technology Program Manager, as its Project Manager (“MHCRC Project Manager”) to oversee the work and provide support as needed. The MHCRC General Counsel shall work closely with the MHCRC Project Manager and the MHCRC. In addition, the General Counsel is expected to work with subject matter legal counsel retained by the MHCRC for cable-related regulation, franchise, and public policy expertise.

### **2. PROJECT REVIEWS**

On a day-to-day basis, the progress of the work will be managed by the MHCRC Project Manager.

### **3. DELIVERABLES AND SCHEDULE**

Draft documents, legal opinions, and other work will be upon request of the MHCRC or the MHCRC Project Manager.

### **4. PLACE OF PERFORMANCE**

Services will take place primarily via phone and electronic means. On occasion and as appropriate, work will be performed on-location at various sites within Multnomah County, Oregon.

### **5. PERIOD OF PERFORMANCE/ PROJECT FUNDING**

The MHCRC anticipates the work to begin immediately upon contract execution through June 30, 2026. The MHCRC anticipates an annual amount of about \$30,000 in each fiscal year.

## **General Terms and Conditions**

The General Counsel hired by the MHCRC must meet the following requirements:

### **1. ACH PAYMENTS**

It is the City’s policy to pay vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, vendors shall execute the City’s standard ACH Vendor Payment Authorization Agreement which is available on the City’s website at: <https://www.portlandoregon.gov/brfs/45475>. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into vendor accounts with financial institutions. All payments shall be in United States currency.

### **2. BUSINESS COMPLIANCE**

The General Counsel must be in compliance with the laws regarding conducting business in the City of Portland. The General Council is responsible for the following:

### **Certification as an Equal Employment Opportunity (EEO) Affirmative Action Employer**

To certify go to the website at: <https://procure.portlandoregon.gov>.

### **Non-Discrimination in Employee Benefits (EB)**

To certify go to the website at: <https://procure.portlandoregon.gov>.

## EXHIBIT A

### **Business Tax Registration**

Details of compliance with the City of Portland Business Tax registration requirements are available from the Revenue Bureau Tax Division, 111 SW Columbia Street, Suite 600, Portland, Oregon 97201, (503) 823-5157, website: <http://www.portlandoregon.gov/revenue/29320>.

### **3. INSURANCE**

The General Counsel shall obtain and maintain in full force, and at its own expense, throughout the duration of the contract and any warranty or extension periods, the required insurances identified below. The City/MHCRC reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the contract.

**Workers' Compensation Insurance:** The General Counsel shall comply with the workers' compensation law, ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, The General Counsel shall maintain coverage for all subject workers for the entire term of the contract including any contract extensions.

**Commercial General Liability Insurance:** The General Counsel shall have Commercial General Liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

**Automobile Liability Insurance:** The General Counsel shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

**Professional Liability & Errors & Omissions Insurance:** The General Counsel shall have Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities under the contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence-based policy, the General Counsel may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the General Counsel obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

**Additional Insurance:** Any insurance required by Federal Law or State Statute or City Code; such as Bailees Insurance, Maritime Coverage, or other coverage(s).

**Additional Insured Endorsement:** The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the MHCRC and the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the

## EXHIBIT A

activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

**Continuous Coverage & Notice of Cancellation:** The General Counsel agrees to maintain continuous, uninterrupted coverage for the duration of the contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits, or non-renewal of coverage without thirty (30) days written notice from the General Counsel to the MHCRC. If the insurance is canceled or terminated prior to completion of the Contract, the General Counsel shall immediately notify the MHCRC and the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of contract and shall be grounds for immediate termination.

**Certificate(s) of Insurance: Successful Proposer shall provide proof of insurance through acceptable certificate(s) of insurance and additional insured endorsement forms(s) to the MHCRC/City at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract.** The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The insurance coverage required shall be obtained from insurance companies acceptable to the City of Portland. The General Counsel shall pay for all deductibles and premium. The City/MHCRC reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage required.

### 4. CONFLICTS OF INTEREST

The MHCRC seeks to avoid even the appearance of any conflict of interest on the part of professionals employed as legal counsel. Throughout the term of the contract, the General Counsel is required to immediately disclose in writing to the MHCRC any potential or actual conflict of interest that it believes may have arisen. The MHCRC reserves the right to require actions on the part of General Counsel to resolve the situation to the MHCRC's satisfaction, or, at the sole option of the MHCRC, to immediately terminate a contract without penalty.



# Mt. Hood Cable Regulatory Commission

*Serving Multnomah County and the Cities of Fairview, Gresham, Portland,  
Troutdale & Wood Village*

## **COVER SHEET – AGENDA ITEM #R5**

For Commission Meeting: May 23, 2022

“Contract Renewal: BBK”

### **Staff Recommendation**

MHCRC staff recommends that the Commission approve the renewed service agreement with Best Best & Krieger LLP to provide legal services to the MHCRC as outlined in the Legal Services Agreement and all Exhibits.

### **Background/Discussion**

In 2018, the MHCRC engaged Best Best & Krieger LLP (BBK) for Special Counsel legal services. BBK specializes in cable and telecommunications policy, franchising, and law.

Since 2018, BBK has supported the MHCRC in a franchise extension, transfer of ownership, and is currently participating in the Comcast and Zply franchise renewal processes. BBK has provided the MHCRC with important opinions and advice regarding federal policy changes that could have had devastating impacts on local governments.

Through BBK initiatives, the MHCRC has played an integral role in ensuring local government has a voice and influence in federal policy (examples include the Federal Communications Commission (FCC) 621 Order and the ensuing Legal Appeal, and more recently in the Improving Competitive Broadband Access to Multiple Tenant Environments (MTE) docket).

The current service agreement with BBK expires June 30, 2022. Staff recommends the Commission renew the services agreement for the period July 1, 2022 through June 30, 2026.

### **Legal Services Agreement and Scope of Work**

Following is a brief overview of the documents:

- Engagement is for special legal counsel services as outlined in the Scope of Work:
  - Serve as legal counsel in renewal negotiations; draft language; identify potential impacts
  - Provide legal analysis on regulatory issues, formal hearings process, potential settlement agreements, and interpretation of applicable federal law
  - Represent the MHCRC in deliberations and communications with cable company counsel
  - Prepare materials, consult and represent the MHCRC before US Congress and FCC
- Hourly rates identified are for 2022-23 with an expectation that the rates will be reviewed on an annual basis and may increase over time





## Mt. Hood Cable Regulatory Commission

*Serving Multnomah County and the Cities of Fairview, Gresham, Portland,  
Troutdale & Wood Village*

- Anticipated annual amount is \$30,000
- “Not to Exceed” language has been removed; increases over 25% require MHCRC approval
- Term runs through June 30, 2026

### **Attachments:**

BBK Legal Services Agreement 2022-2026, with Exhibits A, B and C

Prepared by: Bea Coulter

May 17, 2022



**LEGAL SERVICES AGREEMENT**  
*(Non Conflict)*

This Agreement for Services (Agreement) is between the Mt. Hood Cable Regulatory Commission (MHCRC), and Best Best & Krieger LLP (Special Counsel).

AGREEMENT:

**1. SCOPE OF SPECIAL COUNSEL LEGAL SERVICES**

Special Counsel shall provide legal services in accordance with the terms and conditions set forth in this Agreement and as specified in the *Scope of Work, Budget, Schedule and Compensation Rates*, attached hereto as Exhibit A.

**2. COMPENSATION, BILLING AND PAYMENT PROCEDURE**

- (a) Billing and compensation for Special Counsel must conform to the billing rates and budget established for this Agreement and the *Contract Requirements for Special Counsel*, attached hereto as Exhibit B. The MHCRC anticipates compensation under this Agreement (i.e., the approved and payable attorney and legal staff billable time and legal services expenses) to be an annual amount of about \$30,000 in fiscal years 2022-23, 2023-24, 2024-25, and 2025-26. Actual expenditures may be higher or lower depending on the need for cable franchise informal/formal negotiation representation. Increases beyond the anticipated amount will be subject to section 19 of this agreement.
- (b) Special Counsel shall maintain time and billing records up-to-date to support all billings under this Agreement.

**3. WORK PRODUCT AND RECORDS RETENTION**

All of Special Counsel's work product resulting from this Agreement is the exclusive property of MHCRC ("Work Product"). MHCRC and Special Counsel intend that the Work Product be deemed "work made for hire" of which MHCRC shall be the client and the owner. If for any reason the work product is not deemed "work made for hire," Special Counsel hereby irrevocably assigns to MHCRC all rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Special Counsel shall execute such further documents and instruments as MHCRC may reasonably request in order to fully vest such rights in MHCRC. Special Counsel forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. It is anticipated that Special Counsel will provide MHCRC with copies of required or requested Work Product throughout the progress of the Agreement. At the expiration or termination of this Agreement, following receipt of any payments due and owing from MHCRC under this Agreement, Special Counsel

shall deliver to MHCRC all of the Work Product. Special Counsel must have adequate protocol for safekeeping Work Product in Special Counsel's possession and ensuring against inadvertent disclosure of MHCRC confidences or sensitive information to persons not involved in providing legal services under this Agreement, whether at Special Counsel's law firm, agents, experts or consultants. Special Counsel records shall be maintained for a period of three (3) years after completion or termination of this Agreement or the records maintenance and retention period followed by Special Counsel's law firm, whichever period is longer.

**4. EFFECTIVE AND TERMINATION DATES**

This Agreement shall be effective as of July 1, 2022, and shall terminate as of June 30, 2026, unless otherwise amended.

**5. EARLY TERMINATION OF AGREEMENT; PAYMENT ON EARLY TERMINATION**

- (a) MHCRC may terminate this Agreement for convenience at any time for any reason deemed appropriate in its sole discretion.
- (b) Either party may terminate this Agreement in the event of a material breach by the other party that is not cured. In order to terminate the Agreement, the party seeking termination shall give the other party written notice of the breach, its intent to terminate and fifteen (15) calendar days to cure the breach. If the breach is not cured within the 15 days, the party seeking termination may terminate immediately by giving written notice that the Agreement is terminated.
- (c) In the event of early termination of this Agreement under this Section, MHCRC shall pay Special Counsel for work performed in accordance with the Agreement prior to the termination date and nothing further.

**6. STANDARD OF CARE; ETHICAL AND PROFESSIONAL RESPONSIBILITY**

Special Counsel shall perform all professional legal services using that care, skill and diligence which would ordinarily be used by lawyers in this community in similar circumstances and ensuring fulfillment of ethical and fiduciary duties, including duty of loyalty to MHCRC as the client. Special Counsel shall comply with the Oregon Rules of Professional Conduct, including but not limited to the responsibility of competence, diligence, confidentiality of information, legal conflict of interest related to current and former clients, and safekeeping property.

**7. PROFESSIONAL LIABILITY INSURANCE**

Special Counsel shall maintain professional liability insurance as required by the Oregon State Bar, and not less than the limits of the Oregon Tort Claims Act, applicable to MHCRC unless otherwise approved by MHCRC. The insurance shall provide that the

insurance shall not terminate or be canceled without thirty (30) days written notice first being given to MHCRC Project Manager.

**8. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

- (a) Special Counsel shall obtain, at its expense, and keep in effect during the term of this Agreement and as specified below, Commercial General Liability Insurance (CGL) covering bodily injury and property damage in a form and with coverage's that are satisfactory to MHCRC. This insurance shall include personal injury liability and contractual liability coverage for the indemnity provided under this Agreement (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis. Special Counsel's coverage shall be primary and non-contributory with any other insurance or self-insurance. Combined single limit per occurrence shall not be less than \$2,000,000 for each occurrence, \$2,000,000 Personal Injury/Advertising Injury, and \$2,000,000 General Aggregate. MHCRC, its officers, agents and employees, shall be listed as Additional Insureds in regard to Special Counsel's activities under this Agreement.
- (b) Special Counsel shall hold harmless, defend, and indemnify MHCRC and MHCRC's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) for property damage or personal injury, or both, brought against any of them arising from Special Counsel's actions or omissions under this Agreement.

**9. WORKERS' COMPENSATION INSURANCE**

- (a) Special Counsel, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation law and shall comply with ORS Chapter 656, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or a copy of it, shall be provided, if applicable, and shall be incorporated herein and made a term and part of this Agreement. Special Counsel further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.
- (b) In the event Special Counsel's workers' compensation insurance coverage is due to expire during the term of this Agreement, Special Counsel agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and Special Counsel agrees to provide MHCRC such further certification of workers' compensation insurance as renewals of said insurance occur.
- (c) Special Counsel agrees to accurately complete MHCRC's Questionnaire for Workers' Compensation Insurance and Qualification as Independent Contractor prior to commencing work under this Agreement. Questionnaire is attached to

this Agreement as Exhibit C and shall remain attached to this Agreement and becomes a part of it as if fully copied herein. Any misrepresentation of information on the Questionnaire by Special Counsel shall constitute a breach of this Agreement.

## **10. CERTIFICATES OF INSURANCE**

- (a) Special Counsel shall provide to MHCRC Project Manager certificates of insurance and additional insured endorsements signed by the insurance carrier showing that the coverage required by the Agreement with Insurance Services Office (ISO) form numbers to identify the specific coverage that has been obtained and the effective dates of the insurance policies. This shall be provided within 10 Calendar Days of the announcement of the intent to Award the Contract to Special Counsel by MHCRC. The certificates shall contain a provision that states substantially the following: “The insurance described in this certificate shall not be canceled or materially altered without giving MHCRC 30 days written Notice in advance of that action.” Notices of cancellation or termination of insurance shall be directed to MHCRC Project Manager. Failure to comply with the reporting provisions of this Contract shall not affect the coverages provided to MHCRC and its officers and agents.
- (b) MHCRC will review the certificates for approval. MHCRC may reject any proposed certificate if the insurance proposed to be provided is not the same as the coverage required by the Agreement, may reject the certificate if it is unclear, or require that the underlying policy be presented for review. If MHCRC determines that the certificates are unclear, Special Counsel shall provide revised certificates that clearly show the insurance required by the Agreement has been obtained. Review or approval of MHCRC of any insurance certificate does not excuse Special Counsel from providing the insurance required by the Agreement.
- (c) The certificate(s) will identify all of the parties who are Additional Insureds or Loss Payees. In addition, there shall be no cancellation, non-renewal, material change, or potential exhaustion of aggregate limits without 30 days written notice from Special Counsel or its insurer(s) to MHCRC. The certificates shall reflect these requirements. To the extent certificates of insurance contain words to the effect that Special Counsel shall “endeavor to send notice of cancellation” or similar language, Special Counsel shall require its insurer(s) to send such notice by making sure that the words “endeavor to” or similar words are removed from the Certificate.
- (d) Any deductible in excess of \$50,000 shall be disclosed to MHCRC in writing prior to Issuance of a Notice to Proceed and is subject to MHCRC’s approval.
- (e) Failure to maintain any insurance required under this Agreement shall be cause for immediate termination of the Agreement.

**11. SUBCONTRACTING**

Special Counsel shall not subcontract its work under this Agreement, in whole or in part, without the written approval of MHCRC. Special Counsel shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of Special Counsel as specified in this Agreement. Notwithstanding MHCRC approval of a subcontractor, Special Counsel shall remain obligated for full performance hereunder, and MHCRC shall incur no obligation other than its obligations to Special Counsel hereunder. Special Counsel agrees that if subcontractors are employed in the performance of this Agreement, Special Counsel and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656.

**12. ASSIGNMENT**

Special Counsel shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of MHCRC.

**13. INDEPENDENT CONTRACTOR STATUS**

Special Counsel is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder. Special Counsel, its subcontractors, and their employees, are not employees of MHCRC and are not eligible for any benefits through MHCRC, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

**14. COMMENCEMENT OF WORK**

Neither party is obligated to perform services under this Agreement until authorized by MHCRC in accordance with its Charter, City Code or applicable regulations, and until this Agreement is fully executed by the parties.

**15. MHCRC PROJECT MANAGER**

- (a) MHCRC Project Manager shall be Elisabeth Perez, City of Portland Community Technology Director, or such other person as shall be designated in writing by the Chair of the MHCRC, who is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other MHCRC actions referred to herein.
- (b) Invoices must be submitted no later than 30 days after the end of the billing period, and no later than 60 days following the conclusion, termination or expiration of the contract, whichever comes first. Final invoices should clearly state on the face of the invoice that it is a final invoice.

Invoices shall be sent to:  
Attn: Elisabeth Perez, Director  
Office for Community Technology

Mt. Hood Cable Regulatory Commission  
c/o City of Portland/ OCT  
P.O. Box 745  
Portland, OR 97207-0745  
Email: elisabeth.h.perez@portlandoregon.gov

**16. EQUAL EMPLOYMENT OPPORTUNITY**

Special Counsel agrees it is EEO certified pursuant to MHCRC's Equal Employment Opportunity certification process. Special Counsel shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, familial status, sexual orientation, national origin, veterans or other legally protected status under federal, state or local laws (collectively "legally protected status"). Special Counsel shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their legally protected status. Actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Special Counsel shall post in conspicuous places, available to employees and applicants for employment, notices for the provisions of this nondiscrimination clause. Special Counsel shall state that all qualified applicants will receive consideration for employment without regard to legally protected status. Special Counsel shall incorporate the foregoing requirements of this paragraph in all of other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246. To fulfill the Oregon State Bar's mission to promote diversity, inclusion and access to justice, Special Counsel shall provide to its attorneys, paraprofessional and staff who are of diverse or legally protected status meaningful opportunities to participate in the performance of legal services, including responsibility for performing substantive and challenging legal work under this Agreement. Special Counsel shall undertake review of its experts/consultants selection and retention process to ensure that qualified individuals with legally protected status will have equitable opportunity to be considered for performing legal services that may be required under this Agreement.

**17. OREGON LAW AND FORUM**

This Agreement shall be construed according to the law of the State of Oregon without reference to its conflict of laws provisions, and any litigation between MHCRC and Special Counsel arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon. Special Counsel shall comply with all applicable federal, state and local laws and regulations.

**18. BUSINESS LICENSE**

Special Counsel shall obtain a MHCRC business license as required by Portland City Code Chapter 7.02 prior to beginning work under this Agreement. Special Counsel shall provide a business license number in the space provided at the end of this Agreement. Special Counsel certifies that it is in compliance with federal, state and local tax laws including filing of requisite tax reports and paying tax obligations and agrees to comply with applicable requirements throughout the terms of the Agreement.

**19. AMENDMENTS**

MHCRC and Special Counsel may amend this Agreement at any time only by written amendment executed by MHCRC and Special Counsel. Unless otherwise provided in the authorizing document, if any, any amendment that increases the amount of compensation payable to Special Counsel in an amount of 25% or less of the original anticipated amount of compensation in this Agreement may be approved by the MHCRC Project Manager. Any amendment that increases compensation by more than 25% of the original anticipated amount of compensation in this Agreement must be authorized by MHCRC. The MHCRC Project Manager may authorize any other amendment on behalf of MHCRC.

**20. FUNDS**

MHCRC certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

**21. ELECTRONIC SIGNATURES**

The parties agree MHCRC and Special Counsel may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

**22. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No counterpart shall be effective until each party has executed at least one counterpart.

**23. PROHIBITED INTEREST**

- (a) No MHCRC officer during his or her tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- (b) No MHCRC officer who participated in the award of this Agreement shall be employed by the Special Counsel during the period of the Agreement unless specifically authorized in advance by the MHCRC.

**24. THIRD PARTY BENEFICIARIES**

There are no third party beneficiaries to this Agreement. Enforcement of this Agreement is reserved to the parties.

**25. MERGER CLAUSE**

This Agreement encompasses the entire agreement of the parties, and supersedes all previous understandings and Agreements between the parties, whether oral or written.

**Special Counsel**

**Mt. Hood Cable Regulatory Commission**

\_\_\_\_\_  
Name

\_\_\_\_\_  
MHCRC Chair

\_\_\_\_\_  
Title

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

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

Business License No. 732449

Tax ID No. 95-2157337

**EXHIBIT A – SCOPE OF WORK  
SPECIAL COUNSEL LEGAL SERVICES CONTRACT  
MT. HOOD CABLE REGULATORY COMMISSION  
SCOPE OF WORK AND COMPENSATION RATES**

**Best Best & Krieger LLP:**

Assigned 2022-23 hourly billing rate for:

- Partners and Counsel: \$375
- Associates and Contract Attorneys: \$295
- Paralegals, Clerks and Legislative Administrative Assistants: \$195

Contract budgeted amount: Annual anticipated amount of \$30,000 for fiscal years 2022-23, 2023-24, 2024-25, and 2025-26.

Expected duration of the work to be performed: through June 30, 2026

**Scope of Work for MHCRC:**

Provide legal services for subject-matter expertise in cable regulation, franchise and public policy.

Examples of cable regulation, franchise and policy legal expertise include:

- Serve as legal counsel in the renewal negotiations of cable services franchise agreements, including drafting franchise language, analyzing proposed language and company positions, and identifying potential impacts on franchise obligations of other companies.
- Provide legal analysis on cable regulatory issues, including formal hearings processes and notices, potential settlement agreements, and interpretation of local cable services franchise language and applicable federal law.
- Represent the MHCRC in deliberations and communications with cable company legal counsel.

Prepare materials, consult, and represent the MHCRC on cable-related policy matters before US Congress and federal agencies (i.e. Federal Communications Commission).

**EXHIBIT B**  
**MT. HOOD CABLE REGULATORY COMMISSION**  
**CONTRACT REQUIREMENTS FOR SPECIAL COUNSEL**

**I. INTRODUCTION**

**A. Applicability & Purpose**

1. These Contract Requirements apply to Special Counsel retained by the Mt. Hood Cable Regulatory Commission (MHCRC). They are intended to ensure that Special Counsel provide MHCRC with high-quality, cost-effective legal services, are mindful of the need to conserve public resources and account for their work in a professional and transparent manner.
2. Special Counsel (including all lawyers and support staff who participate in representing MHCRC) are expected to know and adhere to these Requirements.

**B. Requests for Modifications**

Special Counsel may bring requests for modification of these Contract Requirements to the MHCRC Project Manager. Requested modifications shall only be valid if approved in writing by MHCRC Project Manager.

**II. RELATIONSHIP BETWEEN MHCRC & SPECIAL COUNSEL**

**A. Decision-making Authority**

MHCRC remains responsible for making all substantive decisions in matters assigned to Special Counsel. To ensure effective communication with Special Counsel concerning substantive decision-making and other aspects of a matter, the MHCRC has designated a MHCRC Project Manager who is responsible to oversee and manage each matter sent to Special Counsel.

**B. Protocol**

1. Special Counsel should communicate frequently and directly with MHCRC Project Manager regarding the assigned matter. Special Counsel should regularly consult with MHCRC Project Manager so that MHCRC Project Manager can participate in decisions as to whether specific costs and fees should be incurred. For example, Special Counsel should consult with MHCRC Project Manager on such topics as whether a particular research project is necessary, whether MHCRC already has prior legal research on a topic or issue that can be used in the matter, whether a particular deposition makes sense from an economic standpoint, or whether a particular document production can be completed more economically in-house. Special Counsel's failure to communicate with

MHCRC Project Manager prior to undertaking such work will result in MHCRC's refusal to pay for work performed without consultation which MHCRC believes was not reasonably required or cost-effective.

2. Special Counsel shall keep the MHCRC Project Manager fully and currently informed about the status of ongoing matters by means of prompt personal communications (telephone calls, emails) rather than letters summarizing work done over a period of time.
3. Special Counsel shall transmit documents to the MHCRC Project Manager prior to filing them with the Court, allowing sufficient time for review, comment and approval. Special Counsel shall also provide MHCRC Project Manager with copies of final or as-filed documents, as well as copies of any memoranda or correspondence, whether internal or external, for which MHCRC will incur a fee (other than routine internal emails). The general expectation is that all documents will be transmitted electronically, unless circumstances warrant furnishing copies in other formats such as paper.
4. Special Counsel shall consult with MHCRC Project Manager regarding any settlement demands and overtures. Special Counsel shall not enter into any settlement negotiations or settlements without prior approval of the MHCRC Project Manager. Special Counsel is not legally authorized to enter into any enforceable settlement agreements. By law, any such agreements by MHCRC require either MHCRC Project Manager (if under \$5,000) or MHCRC Board (if over \$5,000) approval.

**C. Conflicts of Interest**

Special Counsel must investigate potential conflicts of interest before beginning working on a matter and must inform MHCRC Project Manager of any potential or actual conflicts of interest as soon as Special Counsel becomes aware of them. Unless Special Counsel specifically raises a conflict of interest, and MHCRC acknowledges and waives the conflict in writing, Special Counsel will fully reimburse MHCRC for additional costs subsequently incurred due to such conflict, including, where appropriate, the cost of substitute counsel becoming familiar with the matter. MHCRC will not reimburse Special Counsel for the time or cost of a conflicts check.

**D. Media Relations**

Special Counsel is not authorized to comment publicly on MHCRC matters or to issue any statements or press releases in connection with any matter of engagement for MHCRC without the express advance consent of MHCRC Project Manager.

**III. PROJECTION OF FEES & EXPENSES**

**A. Setting of Rates**

At the time of the initial engagement, Special Counsel must furnish MHCRC with a schedule of hourly rates for all partners, associates, and paralegals who will or may bill time on the matter. The MHCRC understands that rates may be reviewed and adjusted from time to time. Special Counsel will provide written notice of rate changes to the MHCRC 60 days prior to implementation of the rate change.

**B. Submission of Budget**

1. For each matter, Special Counsel is required to provide MHCRC Project Manager with a budget. No invoices will be paid until a budget is approved and legal fees may not exceed the budgeted amount without prior approval from MHCRC Project Manager.
2. The budget must specifically include the work that Special Counsel will perform, the identity and the billing rate of each attorney, paralegal assigned to the matter, and the expected duration of the work. Special Counsel is expected to stay within the budget absent truly unforeseen or exceptional circumstances. If it appears that Special Counsel may exceed the budget on a particular matter, Special Counsel must promptly notify MHCRC Project Manager, provide a written explanation for the prospective variance, and obtain the approval of MHCRC Project Manager for the enlarged budget well before incurring fees or expenses beyond the budget. MHCRC will not pay for time spent in preparing budgets or monthly bills.

**IV. STAFFING AND SUPERVISION**

**A. Assigned Lawyers**

The specific lawyer(s) with whom the engagement is established (“Lead Counsel”) shall be directly and intimately involved in the matter throughout its course, unless MHCRC Project Manager agrees otherwise. Special Counsel shall consult with MHCRC Project Manager regarding other lawyers who may be assigned to work on any MHCRC matters. Lead Counsel may not assign additional lawyers to any MHCRC matter without prior written approval from MHCRC Project Manager. If a staffing change affecting the budget should occur, Special Counsel should notify MHCRC Project Manager in writing of the proposed revised budget. The proposed revised budget shall not be effective until approved in writing by MHCRC Project Manager.

**B. Efficient Staffing**

MHCRC expects staffing to be efficient. Attorneys should not be performing work more appropriately assigned to a paralegal. Similarly, paralegals should not be assigned secretarial or other clerical tasks such as photocopying, filing or delivering materials, or scheduling depositions or meetings. Routine file maintenance should not be charged to MHCRC. (For appropriate examples of paralegal work, see below.)

**Absent prior written authorization from MHCRC Project Manager Special Counsel shall not:**

- Bill for the attendance of more than one lawyer at a meeting, hearing, deposition or trial;
- Charge for learning time of newly assigned lawyers when a shift in personnel is warranted;
- Bill for internal “conferences” about MHCRC matters; or
- Write status reports or letters, unless requested.

**C. Appropriate Use of Paralegals**

Paralegals should be used to perform appropriate work when it is economical to use them. Examples of activities that a paralegal should generally perform are:

- Preparing first drafts of basic forms and documents;
- Preparing and filing UCC statements;
- Organizing, summarizing and indexing files and other materials that require professional judgment;
- Preparing subpoenas or notices for deposition, entry of appearance, substitution of counsel, interrogatories, requests to produce, jury trial demands, and other routine litigation documents; and
- Preparing records requests and subpoenas.

**D. Experts & Consultants**

1. The selection and retention of appraisers, experts, and consultants must be coordinated with and approved in advance in writing by MHCRC Project Manager. Special Counsel must itemize these charges on their bills.
2. MHCRC will pay the actual cost of services such as printing and acquisition of specific materials by appraisers, experts and consultants if MHCRC Project Manager approves such expenses in writing in advance.

**V. BILLABLE AND NON-BILLABLE ITEMS**

**A. Expenses & Disbursements**

1. MHCRC will reimburse Special Counsel for out-of-pocket expenses as applicable and as provided below. MHCRC will not pay for normal overhead expenses unless prior written approval has been obtained from

MHCRC Project Manager and the appropriate portions of the invoice specify that the charges have been “Authorized by [MHCRC Project Manager name]” and indicate the date of the authorization. Such charges include items such as: secretarial, clerical or word processing services (normal, temporary or overtime); administrative services (including file creation, file organization and maintenance; clearing conflicts; local telephone expenses; charges for business meals or refreshments (unless related to out-of-town travel); local travel expenses including mileage under 100 miles, toll charges, parking fees, train and cab fares; normal postage.

2. Unless otherwise covered by a specific agreement in advance, MHCRC will pay for separately itemized expenses and disbursements only as follows:
  - a. Toll calls. MHCRC will pay the actual charge billed to the firm for each call, without an overhead adjustment and without a premium. MHCRC will not pay any charges for fax copying other than actual telephone line charges.
  - b. Messenger Services. MHCRC will reimburse Special Counsel for actual charges billed to counsel for deliveries (including overnight express) that are necessary. MHCRC does not want documents to be routinely hand-delivered or sent by overnight express. Wherever possible, documents should be transmitted electronically. Delivery modes should be made with due regard for need, economy and common sense.
  - c. Local and Surface Travel. Travel must be approved by MHCRC Project Manager in writing and in advance. If approved and if Special Counsel is required to travel more than 100 miles roundtrip on an assigned matter, MHCRC will reimburse mileage for the use of personal cars at the IRS rate or the actual cost of taxicabs, buses, or trains necessitated by MHCRC’s business that are not part of lawyers’ or employees’ commuting costs during regular business hours.
  - d. Out-of-Town Travel. Special Counsel must receive prior approval for all out-of-town travel reimbursement. MHCRC encourages Special Counsel to make travel arrangements through means that will ensure that the best and most reasonable prices for air or ground transportation are obtained. MHCRC will only reimburse Special Counsel for coach rates. Only in very unusual circumstances and with prior written approval will MHCRC approve travel by more than one attorney.

- e. Attorney Travel Time. Charges for attorney time during travel are only reimbursable if such time is actually used in performing substantive legal work for MHCRC .
- f. Attorney Time. As previously noted, MHCRC will only pay for one attorney to attend depositions, meetings, or arguments. Special Counsel must obtain prior written approval from MHCRC Project Manager if Special Counsel plans to bill time for more than one attorney to attend a meeting, trial, deposition or hearing.

**B. Line Item Entry Guidelines**

1. Special Counsel should review each invoice to determine that each line item clearly describes the task performed and the legal reason for the task if not apparent from the task description itself. It is the responsibility of MHCRC Project Manager to ensure the accuracy and reasonableness of each invoice and line item. MHCRC reserves the right to reduce or reject any invoice or invoice line item because of a failure to comply with these Contract Requirements, because an invoice line item is unclear or unreasonable or for any other valid and reasonable purpose.
2. Task descriptions should be written in plain English. The purpose for the task should either be plain from the context or should be succinctly described. When describing work performed, Special Counsel should comply with the following billing guidelines:
  - Do Not Use:
    - Attention to
    - Review
    - Review and Revise
    - Revise
    - Continued (followed by a task)
    - Review emails
    - Request attention to
    - Organize file
    - Follow up
  - Recommended For Use:
    - Read \_\_\_\_\_
    - Write \_\_\_\_\_
    - Prepare for \_\_\_\_\_
    - Edit \_\_\_\_\_
    - Attend \_\_\_\_\_
    - Conduct \_\_\_\_\_
    - Phone conference with \_\_\_ regarding \_\_\_\_\_
    - Email with \_\_\_\_\_ regarding \_\_\_\_\_
    - Legal Research regarding \_\_\_\_\_

- Write legal memorandum to \_\_\_\_ regarding \_\_\_\_
- Meeting with \_\_\_\_ regarding \_\_\_\_
- Take deposition of \_\_\_\_
- Defend deposition of \_\_\_\_

**C. Prohibition Against Reimbursement for Administrative or Clerical Functions**

MHCRC will only pay for work performed by professionals (i.e., attorneys or paralegals), and will not pay an hourly or flat rate or fee for work that is secretarial, clerical, or administrative in nature, regardless of the seniority of the person performing the task. Examples of such secretarial, clerical, or administrative work include: scheduling meetings and appointments, making travel arrangements, and maintaining calendars.

**D. Legal Research**

MHCRC maintains extensive legal research on issues pertaining to MHCRC. Special Counsel should confer with MHCRC Project Manager to determine if MHCRC already has relevant legal research on a given topic. In addition, MHCRC Project Manager may determine that it is more cost effective for MHCRC staff to undertake legal research in a given matter. Where it is determined after consultation that Special Counsel will undertake legal research, MHCRC expects that Special Counsel will use paralegals or junior associates for research matters, and avoid having partners or senior associates devote extensive time to research. Special Counsel should forward copies of all research products that are prepared for a MHCRC matter to MHCRC Project Manager.

**E. Office Conferences**

Intra-office conferences that deal with substantive issues pertaining to the matter are reimbursable when Special Counsel provides a thorough description of the purpose of the conference. Generally, no more than two staff members should bill for an intra-office conference. MHCRC will only pay for reasonable amounts of time expended on such conferences. Billing for such conference should be minimized to the greatest extent practicable.

**F. Prohibition Against Block Billing**

MHCRC will not pay for “block billed entries,” that is, a line item with a single time charge for multiple activities or disbursements. A time charge must accompany each fee activity, and Special Counsel must itemize each disbursement entry.

**G. Format**

Special Counsel should clearly show the total of the current bill and also include a running total for the matter to date. Prior balances or payment history should be shown, if at all, on a separate page. Special Counsel must include with the statement both time sheet or diary detail for time charges and copies of invoices or internal data compilations for

disbursements over \$500, especially for out-of-town travel and bulk photocopying or special vendor services.

**H. Audit**

MHCRC has the right to examine and audit all of Special Counsel's firm's billings for any work charges to MHCRC and all of the supporting data for those billings.

**VI. ACCEPTANCE OF TERMS**

These Contract Requirements constitute the terms and conditions of MHCRC's retention of Special Counsel. Special Counsel's acceptance of an offer of engagement constitutes an agreement to comply with the terms and conditions set forth in these Requirements. Special Counsel must discuss questions concerning the applicability of these Requirements with MHCRC Project Manager before proceeding on a course of action not specifically authorized.

EXHIBIT C

Questionnaire for Workers' Compensation Insurance OR Qualification as Independent Contractor

If Special Counsel does have Workers' Compensation Insurance: Special Counsel completes section A only

SECTION A

SPECIAL COUNSEL CERTIFICATION: I, undersigned, am authorized to act on behalf of entity/firm designated below, hereby certify that entity has current Workers' Compensation Insurance.

Signature of Special Counsel \_\_\_\_\_ Date \_\_\_\_\_ Entity/Firm \_\_\_\_\_

If Special Counsel does not have Workers' Compensation Insurance: MHCRC Project Manager completes Section B only; Special Counsel completes section C only.

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION B

**ORS 670.600 Independent contractor; standards.** As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

MHCRC Project Manager Signature \_\_\_\_\_ Date \_\_\_\_\_

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business, entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or farm Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year, and

3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:

- \_\_\_\_\_ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- \_\_\_\_\_ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business or trade association membership;
- \_\_\_\_\_ C. Telephone listing and service for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
- \_\_\_\_\_ D. Labor or services are performed only pursuant to written contracts;
- \_\_\_\_\_ E. Labor or services are performed for two or more different persons within a period of one year;  
or
- \_\_\_\_\_ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Special Counsel Signature \_\_\_\_\_

Date \_\_\_\_\_

## **INFORMATION ONLY**



# Mt. Hood Cable Regulatory Commission

*Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale & Wood Village*

## INFORMATIONAL – ITEM #1

For Commission Meeting: May 23, 2022

### Comcast's I-Net End Fund Report

#### Background

Comcast maintained and managed the I-Net Fund under the prior cable franchise agreement. At the conclusion of that franchise, there was approximately \$5.9 million remaining in the Fund which carried over into the current franchise agreement and is now referred to as the "I-Net End Fund."

Under the current franchise, the MHCRC and Comcast agreed on a method to expend a portion of the End Fund as planned in the prior franchise: for I-Net system upgrades, line extensions and connections to new I-Net sites. This work cost approximately \$1.7 million and was completed 2012 – 2014.

The remaining \$4.2 million was to be used to offset construction costs of line extensions that exceed Comcast's capital contribution provided under Section 8.4 of the franchise agreement, for the purpose of distributing services, including PEG Programming, within the franchise area.

#### Comcast I-Net Fund Balance Report 2021

Comcast provides an annual report of the I-Net End Fund Account that illustrates the beginning balance, any approved activities throughout the year, and the ending balance. In 2021, Comcast spent \$68,235 from the fund to connect the Star Theatre location at 13 NW 6<sup>th</sup> Avenue in Portland. 2021 Ending Balance: \$4,040,308.00.

This report also includes Comcast's quarterly billing for I-Net transport services. 2021 total amount received by Comcast to provide transport services for the I-Net: \$1,387,776.12; up from \$1,383,264.32 in 2020 (see Quarterly Billing below).

#### Note:

- 1) The balances in the **Pre – 2021** column stem mainly from the fund snapshot at the beginning of the current franchise (2012) and have not changed over the course of the current franchise, with the exception of the **Capital Fund Regular Expenditures** line item.
- 2) The majority of funds in **Capital Fund Regular Expenditures** were spent early in the current franchise to complete I-Net system upgrades and network extensions identified in the prior franchise agreement.
- 3) The remaining balance as of 2015 was \$4.2 million.





# Mt. Hood Cable Regulatory Commission

Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale & Wood Village

Comcast Cable I-Net Fund Balance 2021							
I-Net Fund	Pre - 2021	Q1	Q2	Q3	Q4	2021 Total	Total
Beginning Balance	-	4,108,543	4,108,543	4,108,543	4,040,308	4,040,308	-
Capital Fund Regular Income	14,866,495	-	-	-	-	-	14,866,495
Advances / Repayments (Principal)	-	-	-	-	-	-	-
Interest Payments	(892,775)	-	-	-	-	-	(892,775)
Capital Fund Regular Expenditures	(9,306,951)	-	-	(68,235)	-	(68,235)	(9,375,186)
Special Expenditures	(569,717)	-	-	-	-	-	-
Adjustments	7,693	-	-	-	-	-	7,693
2006 Audit Findings I-Net Adjustment	3,798	-	-	-	-	-	3,798
Ending Balance	4,108,543	4,108,543	4,108,543	4,040,308	4,040,308	4,040,308	4,040,308

Quarterly Billing	
-Monthly billing for Consolidated INET Sites 1st Qtr 2021	\$344,889.79
-Monthly billing for Consolidated INET Sites 2nd Qtr 2021	\$341,749.25
-Monthly billing for Consolidated INET Sites 3rd Qtr 2021	\$350,568.54
-Monthly billing for Consolidated INET Sites 4th Qtr 2021	\$350,568.54
<b>TOTAL BILLING</b>	<b><u>\$ 1,387,776.12</u></b>

Prepared by:  
Bea Coulter

