



# Mt. Hood Cable Regulatory Commission

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

## AGENDA August 21, 2023 5:00 pm

### **Virtual:** Join Zoom Meeting

<https://us02web.zoom.us/j/84776156559?pwd=amNpZG1uZEJHNGpua0F5Nm1TNjlnZz09>

Meeting ID: 847 7615 6559

Passcode: 955701

One tap mobile

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## AGENDA

- Roll Call
- Welcome: Kevin Block, MHCRC Policy Coordinator
- Agenda Review

## REGULAR AGENDA

\*R1. Resolution 2023-01: Authorize the Chair to Enter into an Agreement with Comcast for the Administration of the I-Net End Fund 20 min

- Public Comment
- New Business; Commissioner Open 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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# 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: August 21, 2023

Resolution 2023-01: Authorize the Chair to Enter into an Agreement with Comcast for the Administration of the I-Net End Fund

### **Staff Recommendation**

Staff recommends that the MHCRC approve Resolution 2023-01: Authorize the Chair to Enter into an Agreement with Comcast for the Administration of the I-Net End Fund.

### **Background/Discussion**

Under a Franchise Side Letter Agreement, Comcast retained the funds remaining in the I-Net Fund at the conclusion of the prior cable franchise. The I-Net Fund retained by Comcast is referred to as the I-Net *End-Fund* and its beginning balance was approximately \$4.2 million. Ten years later, the balance of this fund is about \$4.1 million.

The attached Resolution authorizes the Chair to enter into an agreement with Comcast that puts in place an administrative process and timeline to spend the I-Net End Fund in support of the MHCRC's and the Jurisdiction's digital equity goals.

**Attachments:** Resolution 2023-01

Prepared By: Rebecca Gibbons

August 16, 2023



**Before the  
Mt. Hood Cable Regulatory Commission  
1810 SW 5<sup>th</sup> Ave.  
Portland, OR 97201**

Authorize the Chair to Enter Into an ) Resolution No. 2023-01  
Agreement with Comcast for Administration ) Adopted by the Commission:  
of the I-Net End Fund )  
 ) DRAFT

Section 1. Findings.

- 1.1 Authority. The Mt. Hood Cable Regulatory Commission ("MHCRC" or "Commission") was created by Intergovernmental Agreement (dated December 24, 1992) ("IGA") to carry out cable regulation and administration on behalf of Multnomah County and the cities of Gresham, Fairview, Portland, Troutdale, and Wood Village ("the Jurisdictions"). Under the Section 3, subsection A of the IGA, the Commission is vested with all the powers, rights, and duties necessary to carry out the purposes vested by law in each Jurisdiction as well as to enforce franchise agreements. This includes the authority to enter into contracts, award grants, and take such other action as it deems necessary and appropriate to accomplish the general purposes of the IGA.
- 1.2 Multnomah County and the cities of Gresham, Troutdale, Fairview, and Wood Village each granted Comcast of Illinois/Ohio/Oregon, LLC ("Comcast") a cable services franchise. The City of Portland also granted Comcast of Oregon II, Inc. ("Comcast") a cable services franchise. (Collectively, the "Franchises").
- 1.3 Pursuant to the Franchises that concluded on December 31, 2011, Comcast set aside monies for the benefit of the Jurisdictions, which by letter agreements with each of the Jurisdictions, dated November 2011, Comcast and the Jurisdictions agreed to use in future for unique community needs, subject to ongoing oversight and approval by the MHCRC ("I-Net Side Letter").
- 1.4 The MHCRC and the Jurisdictions are actively engaged in pursuing digital equity and are committed to supporting and investing in opportunities through collaboration with industry partners to ensure people who experience barriers to being digitally connected are supported through unique, locally supported digital inclusion programs and services.
- 1.5 Comcast and MHCRC staff have engaged in substantial discussions about the administration of the I-Net End Fund to further the Jurisdictions' collective digital equity goals and were presented with an opportunity to invest these resources in support of scaling a community-focused initiative led by Free Geek, a 501(c)(3) nonprofit organization with a stated mission to sustainably reuse technology, enable digital access, and provide education to create a community that empowers people to realize their potential.
- 1.6 Free Geek, is actively building new partnerships and programs embedded in the community within the territory of the Jurisdictions in accordance with its digital equity plan.
- 1.7 To effectuate this initial investment of I-Net End Fund monies in digital equity through a grant agreement with Free Geek and to outline the process for determining future

investments that spend down the I-Net End Fund, Comcast and the MHCRC have negotiated an I-Net End Fund Administration Agreement (“Agreement”), which Comcast has agreed is not a franchise, or required by the franchises with the Jurisdictions, and neither the Agreement, the administration or operations under the Agreement, or the use of funds pursuant to the Agreement are a franchise fee. Further, under the Agreement, if I-Net End Funds remain unexpended by June 30, 2025, Comcast shall transfer the balance to the MHCRC to be used for any purpose related to digital equity.

Now, therefore, the Commission resolves:

Section 2.

- 2.1 The MHCRC Chair is authorized to enter into an Agreement with Comcast consistent with the principles and practices set forth in this Resolution and substantially in the form attached hereto as Exhibit A.
- 2.2 The Commission directs staff to act as the project manager for this Agreement, exercising oversight, approving grant agreement scopes of work and budgets, and continuing to commit uses of any remaining I-Net End Fund monies. Staff shall provide regular updates to the Commission on the implementation of the Agreement and its impact on addressing digital equity barriers.

ADOPTED BY THE COMMISSION on August 21, 2023

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Julia DeGraw, Chair

Reviewed by:

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Attachment:

Exhibit A: INET End Fund Administration Agreement

**INET END FUND ADMINISTRATION AGREEMENT BETWEEN THE MT. HOOD  
CABLE REGULATORY COMMISSION AND COMCAST OF  
ILLINOIS/OHIO/OREGON, LLC**

This Agreement is between Comcast of Illinois/Ohio/Oregon, LLC (“Comcast”) and the Mt. Hood Cable Regulatory Commission (“MHCRC”). Comcast and MHCRC are each individually referred to hereafter as a “Party” or jointly as the “Parties.”

**WHEREAS**, Comcast is a party to certain cable franchises and agreements with Multnomah County, Oregon and the Cities of Fairview, Gresham, Portland, Troutdale and Wood Village, Oregon (the “Jurisdictions”);

**WHEREAS**, pursuant to those cable franchises that concluded on December 31, 2011, Comcast set aside monies for the benefit of the Jurisdictions, which by letter agreements with each of the Jurisdictions, dated November 2011, Comcast and the Jurisdictions agreed to use in future for unique community needs (“I-Net End Fund”);

**WHEREAS**, the current balance of the I-Net End Fund is \$ 4,040,308;

**WHEREAS**, the MHCRC and the Jurisdictions are actively engaged in pursuing digital equity and are committed to pursuing opportunities together with service providers like Comcast to reach digital equity for all;

**WHEREAS**, the MHCRC administers cable franchises and agreements on behalf of the Jurisdictions pursuant to an Intergovernmental Agreement (“IGA”), and may make such contracts, grants and take such other action as it deems necessary and appropriate to accomplish the general purposes of the IGA;

**WHEREAS**, Comcast and the MHCRC have agreed to the use of \$2 million of the I-Net End Fund for a digital adoption and skills training program administered by Free Geek, and for the remaining monies in the I-Net End Fund to be committed as agreed by the parties in future written addenda to this Agreement;

**WHEREAS**, the MHCRC and Comcast believe this agreement shall provide additional community resources to address known barriers to achieving digital equity, consistent with the digital equity goals and unique community needs of the Jurisdictions;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED:

1. The MHCRC and Comcast hereby agree to commit \$2 million of the I-Net End Fund for the digital equity purposes set forth herein via a contract with Free Geek, a 501(c)(3) nonprofit organization with a stated mission to sustainably reuse technology, enable digital access, and provide education to create a community that empowers people to realize their potential. Comcast shall continue to hold the remaining balance for distribution as agreed to by the parties and documented in the form of addenda to this Agreement. Upon MHCRC’s request, Comcast shall report the current balance in the I-

Net End Fund remaining for distribution.

2. Comcast will enter into an agreement with Free Geek for a two-year period during which Comcast will provide \$2 million in funding for implementation of a digital equity plan prepared by Free Geek and dedicated to serve eligible individuals and families with assistance to technology education, digital literacy training, devices and digital navigation support (“Technology Education and Digital Equity Plan”). Comcast shall be the grant administrator responsible for ongoing oversight and supervision of Free Geek’s performance under such agreement; provided however that both MHCRC and Comcast must sign off approving the final form of the Technology Education and Digital Equity Plan prior to disbursement of any funding to Free Geek.
3. I-Net End Fund Impact Evaluation. Comcast and the MHCRC shall cooperatively work with a third-party evaluator to evaluate the impact of the Free Geek program and funding and any other purposes as agreed to by addenda to this Agreement. The cost of the third-party evaluator shall be paid by Comcast out of the I-Net End Fund. The Parties shall share information upon request as necessary to conduct the evaluation. The evaluation framework may include, but is not limited to, assessing barriers to home broadband adoption and utilization, refining, and further developing effective digital inclusion practices for program improvement, and tracking project participants by priority populations.
4. Agreement Not a Franchise. Comcast agrees that this agreement is not a franchise, or required by its franchises with the Jurisdictions, and neither this agreement, the administration or operations under this agreement, or the use of funds pursuant to this agreement are a franchise fee.
5. Term for Disbursement of Remaining I-Net End Fund. The term of this Agreement shall commence on July 1, 2023 and shall continue in force until the earlier of: (a) the date that all remaining monies in the I-Net End Fund are fully disbursed pursuant to this Agreement and future addenda agreed to by both Parties; or (b) June 30, 2025. If this Agreement terminates pursuant to Section 5(b) above, Comcast shall provide an I-Net End Fund report, including the then-current unexpended balance, and shall transfer the balance to the MHCRC to be used for any purpose related to digital equity.
6. Termination of Agreement with Free Geek. Comcast shall have the right to terminate its agreement with Free Geek in the event of a default or failure to perform under that agreement provided that Comcast agrees to provide not less than thirty (30) days’ notice to MHCRC of its intent to terminate the agreement, the amount paid to Free Geek prior to termination, and the remaining balance of the I-Net End Fund.
7. Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding on, the Parties’ respective successors and assigns.
8. Amendment by Writing. This Agreement may not be modified or amended, nor any of its terms waived, except by a writing signed by duly authorized representatives of the Parties.

- 9. Oregon Law Controls. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon without regard to conflicts of law principles. All actions or suits brought hereunder or arising out of this Agreement shall be brought in the appropriate State or Federal courts in Oregon.
- 10. Voluntary Agreement. This Agreement is freely and voluntarily entered into by the Parties, without any duress or coercion, and after each party has consulted with its counsel. Each party hereto has carefully and completely read all of the terms and provisions of this Agreement. Each party acknowledges that this is a full, complete and final mutual release as set forth previously herein.
- 11. Execution in Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on the Parties hereto.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by duly authorized representatives of each Party as follows:

Mt. Hood Cable Regulatory Commission

Comcast of Illinois/Ohio/Oregon, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_