



# Mt. Hood Cable Regulatory Commission

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

## **COVER SHEET -- AGENDA ITEM #2**

For Commission Meeting: December 18, 2023

“Strategic Planning Consulting Contract and Contingency Request”

### **Recommendation**

1. Staff recommends the Commission allocate \$55,000 from the FY23-24 budgeted Contingency line item to support the Strategic Planning process.
2. Staff recommends the Commission authorize the Chair to enter into a contract substantially similar to the Model PTE Contract attached with Nex Strategies for Strategic Planning Consulting Services in an amount not to exceed \$115,000.

### **Background**

An Intergovernmental Agreement (IGA), established in 1992 and amended in March 1998, outlines the Commission’s purpose, powers, membership, meetings, rules of procedure, and officer structure. The IGA grants the MHCRC the authority to advocate for and protect the public interest in the regulation and development of cable communications systems within the Jurisdictions; to monitor and help resolve cable subscribers’ concerns in these jurisdictions; and to participate in the planning and implementation of community use of cable communications technologies which make use of the public right of way. Since adoption of the IGA, cable communications systems have evolved beyond cable television to include broadband, but the policy structure governing local authority has not kept pace. The MHCRC has continued to fulfill its mission and purpose under the IGA for the past 23 years. While the MHCRC has continued to expand its expertise as technology converge, the IGA has not been updated in 23 years to allow the MHCRC to fully capitalize on the expertise to serve the jurisdictions.

At its March 2023 meeting, the Commission approved the below draft scope of work for a strategic planning process and directed staff to embark on the procurement process to hire consulting services.

Following an extensive review of potential consultants, staff is recommending the MHCRC enter into a contract with Nex Strategies (scope of work proposal attached).

The FY23-24 Budget includes \$60,000 set aside for strategic planning purposes and \$147,533 in Contingency. Therefore, staff is also recommending that the Commission allocate \$55,000 from its FY23-24 budgeted contingency line item to bring the total available for strategic planning to \$115,000.

### **Commission Approved Draft Scope of Work for Strategic Planning**

**Objective:** To educate MHCRC jurisdictions about the work of the MHCRC; to determine the future needs of the MHCRC member jurisdictions regarding the cable and telecommunications system; develop a long-term strategy to meet the cable, telecommunications system, and



community media needs of the jurisdictions. Create recommendations for a new IGA to govern aforementioned priorities.

Over the years, the Commission has managed up to four cable franchises and now oversees two for the East County Jurisdictions and one for Portland. The Commission applies a legal framework, provided for in The Cable Act of 1984 (as amended) to govern cable systems and cable service providers, which includes compensation to member jurisdictions in the form of Franchise Fees, provisions for Public, Education and Government access (PEG), and other negotiated, non-monetary benefits. Some companies that entered the market as cable television providers, such as CenturyLink (Lumen), have ceased offering video service, but continue to provide broadband internet connectivity to residents. Zply has indicated they would like to cease offering video service at the end of 2023. Companies that do not offer video service are no longer regulated by the cable franchise agreements or the Cable Act. Federal law does not provide the same legal framework to support local governments' work with telecom and internet companies.

In addition to the rapid evolution of technology and a shifting regulatory landscape, changes implemented by the City of Portland in 2018 have made portions of the staff services agreement, which accompanies the IGA, obsolete. An example of this is the City of Portland's decision to cease legal representation of the MHCRC.

The MHCRC must update the IGA and staff services agreement to reflect current and future goals of the Jurisdictions, to address evolving technology, regulatory oversight, community needs and staff operations. This planning must be done with the jurisdictions and result in updates to the IGA that all jurisdictions can agree and commit to.

Following is a list of suggested questions for the jurisdictions to answer. The answers to these questions will support the Commission's update of the IGA, will fortify the Commission's strategic plan, and will ensure the Commission's alignment with member jurisdiction priorities.

#### Jurisdiction satisfaction with MHCRC

- Are jurisdictions aware of the role of the MHCRC?
- Are the jurisdictions feeling well served by the MHCRC?
- As cable revenues decline, how does the purpose of this body change? What percentage of their franchise fees are jurisdictions willing to continue to contribute to cable oversight?
- Do the Jurisdictions see a need to remain coordinated to collectively advocate, plan, negotiate telecommunications services regardless of the policy framework?

#### Future Opportunities

- Do jurisdictions currently have dedicated staff working on franchise and right-of-way fee issues? Are jurisdictions part of any groups that address cable, internet, or the telecommunications system?

- What are the priorities of the jurisdictions when it comes to the cable and telecommunications system?
- What are the values that should guide the work?
- Are jurisdictions aware of the legal and regulatory framework governing broadband such as the Permanent Internet Tax Freedom Act?
  - Would jurisdictions be willing to provide a higher percentage of franchise fees for the MHCRC or a similar body to address franchise and right-of-way fees including exploring broadband?
  - What should be the collective effort?
- Currently, the MHCRC can provide capital grants via the PEG funds. Would jurisdictions be willing to explore funding solutions to provide operational support to small non-profits to help community groups leverage these capital dollars?
- Describe the ongoing identifiable need/value of these capital grant dollars within the nonprofit, educational and governmental sectors.
- Both MetroEast and Open Signal heavily rely on cable franchise PEG fees for capital. MetroEast relies heavily on East County franchise fees for operational funds while Open Signal relies heavily on an operations grant from the City of Portland. As cable franchise fees decrease, are jurisdictions willing to continue to support the Community Media Centers through other means? If so, how?

#### Composition of MHCRC

- Is the Commissioner structure the best structure to meet the future needs?
- Currently the MHCRC is composed of 3 Portland representatives and 1 representative of each of the following jurisdictions: Fairview, Gresham, Troutdale, Wood Village, and Multnomah County. Do you believe this is the proper representation?
- Are there additional requirements /expertise jurisdictions would like of staff or commissioners?
- Are jurisdictions aware of how the percentage they contribute to the MHCRC is calculated? Are they willing to revisit this system?

#### Process:

1. Education sessions with each of the member jurisdictions which should include staff and MHCRC representatives.
  - a. What does the MHCRC do?
  - b. What is the legal and policy framework governing cable and telecommunications technology then and now?
2. Interviews of each jurisdiction
3. Interviews/focus groups with MHCRC's grantee community including the community media centers (Open Signal & MetroEast Community Media) and previous/current Community Technology grantees to help inform how the MHCRC Community Grants program, and the MHCRC as a whole, can continue to adapt to meet community needs respective to limitations around funding streams, funding use and mindfulness toward the equity needs their organizations serve every day.
4. Analysis of findings
  - a. Include SWOT analysis of current IGA

- b. Include shared principles and priorities and unique jurisdiction perspectives
  - c. Include options for proposals for how to move forward
5. Present findings to MHCRC and jurisdictions and conduct work session
6. Finalize findings and recommendations for future IGA
7. MHCRC presents process and findings to each city council

Outcome:

MHCRC jurisdictions will collectively decide:

1. The future of collaboration on cable, internet, and telecommunications technology including shared principles and priorities.
2. Direction for collective efforts on cable, internet, and telecommunications technology in the future.
3. Direction for collective efforts on how to promote, teach, and develop local community media.
4. Funding opportunities and agreement for collective efforts on cable, internet, and telecommunications technology in the future.

Attachments: Model PTE Contract  
Nex Strategies SOW Proposal

Prepared by: Rebecca Gibbons  
December 13, 2023

**MT. Hood Cable Regulatory Commission**

**CONTRACT FOR GOODS AND SERVICES**

for

**[TITLE OF PROJECT GOES HERE]**

**Contract Number:** \_\_\_\_\_

As authorized by \_\_\_\_\_, this Contract is made effective on \_\_\_\_\_ (“Effective Date”) by and between the Mt. Hood Cable Regulatory Commission (“Commission”), a municipal corporation of the State of Oregon, and \_\_\_\_\_ (“Contractor”), a(n) \_\_\_\_\_ corporation, by and through their duly authorized representatives. This Contract may refer to the Commission and Contractor individually as a “Party” or jointly as the “Parties.”

The initial Term of this Contract shall be from the Effective Date through \_\_\_\_\_. The total not-to-exceed amount under this Contract for the initial Term shall be \$\_\_\_\_\_.

Party contacts and Contractor’s and Commission’s Project Manager for this Contract are:

For Mt. Hood Cable Regulatory Commission:	For Contractor:
Name:	Name:
Title:	Title:
Address:	Address:
City, State:	City, State:
e-mail:	e-mail:
Copy to:	Copy to:

**Scope and Consideration**

- (a) Contractor shall perform the Services and provide the Deliverables set forth in the Statement of Work by the due dates specified in the Contract.
- (b) The Commission agrees to pay Contractor a sum not to exceed \$\_\_\_\_\_ for accomplishment of the Project.
- (c) Payments shall be made to Contractor according to the schedule identified in Exhibit A, the Contractor’s Price.

Recitals:

WHEREAS, to further its government operations, the Mt. Hood Cable Regulatory Commission (“Commission”) desires to \_\_\_\_\_ (the “Project”); and

WHEREAS, Contractor, in its Proposal dated \_\_\_\_\_ and submitted in response to the Commission’s informal request represented that it has the knowledge, experience, and expertise in \_\_\_\_\_ for \_\_\_\_\_; and

WHEREAS, the Commission selected Contractor based on its Proposal;

THE PARTIES HEREBY AGREE AS FOLLOWS:

## SECTION 1 DEFINITIONS (10/19)

General Definitions. (11/18) These definitions apply to the entire Contract, subsequent Amendments, and any Change Orders or Task Orders, unless modified in an Amendment. If any definition contains a substantive provision conferring rights and/or obligations upon a Party, then effect shall be given to the substantive provision.

“Acceptance” (10/19) means the Deliverable demonstrates to the Commission’s satisfaction that the Deliverable conforms to and operates according to the Acceptance Criteria, and if required, has successfully completed Acceptance review, and for Deliverables not requiring Acceptance Testing that the Deliverable conforms to the Acceptance Criteria or the Commission’s Specifications.

“Acceptance Certificate” (11/18) means a written instrument by which the Commission notifies Contractor that a Deliverable has been Accepted or Accepted with exceptions, and Acceptance Criteria have been met or waived, in whole or in part.

“Acceptance Criteria” (11/18) means functionality and performance requirements determined by the Commission, based upon the Specifications, which must be satisfied prior to Commission’s Acceptance of a Deliverable. Commission and Contractor shall agree upon written Acceptance Criteria.

“Acceptance Date” (11/18) means the date on which the Commission issues an Acceptance Certificate for the Deliverable(s).

“Affiliates” (11/18) means, for Contractor, any individual, association, partnership, corporation or other entity controlling, controlled by, or under common control. The term “control” means the power to direct or cause the direction of the management and policies of an individual or entity, whether through the ownership of voting securities, by contract, agreement or otherwise.

“Amendment” (12/18) means a written document required to be signed by both Parties when in any way altering the Master Terms and Conditions of the Contract, Contract amount, or substantially altering a Statement of Work.

“Business Day” (11/18) means a twenty-four hour day, excluding weekends and City holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Calendar Day” (11/18) means a twenty-four hour day, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Change Order” (12/18) means a document, agreed and signed by both Parties, that changes an existing Statement of Work. Change Orders cannot change Contract amount or Master Terms and Conditions.

“Confidential Information” (08/19) means any information that is disclosed in written, graphic or machine-recognizable form and is marked or labeled at the time of disclosure as being Confidential or its equivalent, or, if the information is in verbal or visual form, it is identified as Confidential or proprietary at the time of disclosure, or a reasonable time thereafter. Information shall always be considered Confidential Information, whether or not it is marked or identified as such, if it is described by one or more of the following categories: (1) non-public financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.345(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) information which is exempt from disclosure per Oregon Public Records Law; (6) attorney/client privileged communications; (7) information which is exempt per federal laws (including but not limited to copyright, HIPPA); and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems including without limitation, data and information systems, any software code and related materials and processes, Customizations, Configurations, Updates, Upgrades; and any Documentation. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already lawfully known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Contract or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party’s possession without any obligation restricting disclosure; is independently developed by the receiving Party, as shown by reasonable written documentation, without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing Party.

“Contract” (11/18) means the Master Terms and Conditions including all exhibits, attachments and schedules and their constituent parts listed in the Order of Precedence or incorporated by reference.

“Contract Price” (10/19) means the not-to-exceed price agreed upon by the Parties for all Services.

“Deliverable(s)” (11/18) means the Services, Documentation or documents or tangible work products described in the Statement of Work to be provided to the Commission by Contractor under this Contract.

“Documentation” ( 10/19) means user manuals and other written materials in any form that describe the features or functions of the Deliverables and Services, including but not limited to published specifications, online instructions and help, marketing materials, technical manuals, and operating instructions provided by Contractor to the Commission, or readily available to the public, or as required to be produced by Contractor subject to the terms of this Contract.

“Defect” (10/19) means any error, problem, condition, bug, or other partial or complete inability of a Service, Deliverable or component thereof, to operate in accordance with the applicable Specifications.

“Final Acceptance” (11/18) means the Commission has determined that all Deliverables have successfully completed Acceptance Testing, which demonstrates to the Commission’s satisfaction that all Deliverables conform to and operate according to the Acceptance Criteria, applicable Documentation, and Contractor’s representations; and that for Deliverables not requiring Acceptance Testing, that the Deliverables conform to the Acceptance Criteria or the Commission’s specified requirements.

“Force Majeure Event” (11/18) means an exceptional and unavoidable occurrence beyond the reasonable control of the affected Party, such as, riots, epidemics, war, government regulations, labor disputes, fire, natural phenomena, or other causes beyond such Party’s reasonable control.

“Goods” means materials supplied by Contractor under this Contract.

“Intellectual Property Rights (IPR)” (11/18) means any patent rights, copyrights, trade secrets, trade names, service marks, trademarks, trade dress, moral rights, know-how and any other similar rights or intangible assets to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations, or reissues of the foregoing now or hereafter in force.

“Key Personnel” (11/18) means the specific individuals identified in Section 3.11 to fill Key Positions.

“Key Position” (11/18) means a job position critical to the success of the Project as identified in Section 3.11 of this Contract.

“Master Terms and Conditions” (11/18) means the body of text from the preamble through the signature page of this Contract.

“Material Breach” (11/18) means any breach of this Contract that causes, caused, or may cause substantial harm to the non-breaching Party or substantially deprives the non-breaching Party of the benefit it reasonably expected under this Contract.



“Personally Identifiable Information (PII)” (11/18) means information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context, as described in the Oregon Consumer Identity Theft Protection Act.

“Project” (10/19) means the overall delivery of the Services including, without limitation, design, development, integration, implementation, testing, support, and any Deliverables any of which Contractor may be providing in whole or in part.

“Proposal” (10/19) means Contractor’s response to the Commission’s request for proposal referenced on page one of this Contract.

“Services” (10/19) means ordinary or professional services performed by Contractor under this Contract.

“Specifications” (10/19) means the most current cumulative statement of capabilities, functionality, and performance requirements for the System and its components as set out in the Acceptance Criteria, Change Orders, the Statement of Work, Documentation, Contractor’s representations, Contractor’s Proposal and Proposal Clarifications, and the Commission’s informal request for proposal.

“Statement of Work” (SOW) (10/19) means the written detailed specifications of the Services(s) to be delivered to the Commission by Contractor, including any Change Orders subject to the terms and conditions of this Contract.

“Subcontractor” (11/18) means any person or entity under the control of Contractor, other than an employee of Contractor, utilized by Contractor to perform all or part of this Contract.

“Term” (11/18) means the period of time that this Contract is in effect as stated on page one.

## **SECTION 2 ORDER OF PRECEDENCE**

2.1 Order of Precedence. (09/17) In the event there is a conflict or ambiguity between the terms and conditions of one portion of this Contract with another portion of this Contract, the conflict or ambiguity will be resolved in accordance with the order of precedence below. This order of precedence designates which portion of the Contract takes precedence over the other for purposes of interpretation. Contractor’s hyperlinks contained herein will not supersede or alter the Master Terms and Conditions. For the avoidance of doubt, no other terms and conditions will override the Parties’ obligations in the Confidentiality, Indemnification, or Choice of Law provisions in these Master Terms and Conditions. In this Contract the order of precedence shall be:

1. Amendments
2. Master Terms and Conditions
3. Exhibit A, Contractor’s Price
4. Change Orders

5. Exhibit B, Statement of Work
6. Exhibit C, Contractor's Proposal
7. Exhibit D - Sample Documents: E-1, Sample Status Reports, E-2 Certificate of Acceptance, E-3 Change Order
8. Contractor's Hyperlinks

### SECTION 3 GENERAL AND ADMINISTRATIVE PROVISIONS

- 3.1 Term. (09/17) This Contract shall begin on the Effective Date and end upon the expiration date set forth on page one of this Contract unless terminated or extended under the applicable Contract provisions.
- 3.2 Point of Contact. (09/17) Contractor shall be the sole point of contact for the Commission with regard to this Contract and the System.
  - 3.2.1 Written Notifications. (10/18) All notices to, and other written communication between the Parties shall be deemed received five (5) Business Days after being sent by first class mail, or upon receipt when sent by courier services, or by e-mail. All notices and written communications shall be sent to the Parties set forth on page 1 of the Contract, or to such other places as they may designate by like notice from time to time. Each Party shall provide written notice of any changes to the Party's contacts within thirty (30) Calendar Days.
- 3.3 Changes to Contract.
  - 3.3.1 Amendment of the Contract. (06/19) Any changes to the provisions of this Contract shall be in the form of an Amendment. No provision of this Contract may be amended unless such Amendment is approved as to form by the Commission's Attorney and executed in writing by authorized representatives of the Parties. If the requirements for Amendment of this Contract as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect. The Commission reserves the right to make administrative changes to the Contract unilaterally, such as extending option years and increasing compensation. An administrative change means a written Contract change that does not affect the substantive rights of the Parties.
  - 3.3.2 Change Orders to a Statement of Work. (12/18) The Commission and Contractor can agree to make changes, at any time to a Statement of Work in the form of a Change Order. Contractor agrees to timely alter the delivery of Products or Services accordingly. If such changes materially increase or decrease Contractor's obligations, the Parties shall execute an Amendment to the Contract, and if the amount of such adjustment is not calculable as a function of hours or tasks, the Parties shall negotiate in good faith a modified amount.

- 3.4 Time is of the Essence. (06/19) The Parties agree that time is of the essence as to the delivery of Deliverables and performance of Services under this Contract. By executing this Contract and accepting the Statement of Work, Contractor agrees that the time limits specified in the Statement of Work are reasonable. By accepting late or otherwise inadequate performance of Contractor's obligations, the Commission will not waive its rights to require timely performance of Contractor's obligations thereafter.
- 3.5.1 Late Delivery. (10/19) In the event that any specified delivery date is not met, Contractor shall be liable for any loss, expense, or damage resulting from delay in delivery or failure to deliver Deliverables or provide Services which is due to any cause except as set forth in Force Majeure. In the event of delay due to any such cause, the Commission may obtain substitute Services from another source and bill all additional costs directly to Contractor who shall remain financially liable for all additional acquisition costs.
- 3.5.2 Best Efforts. (10/19) Contractor shall use best efforts to minimize any delay in the provision of Deliverables or performance of Services. If Contractor anticipates any delay that may prevent timely performance of Contractor's obligations under this Contract, Contractor shall promptly notify the Commission, including the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the timetable for implementation of such measures.
- 3.6 Commission Reporting Requirements. (12/18) The Commission is required to track certain types of contract data for reporting purposes. Items which the Commission must report on may include, but are not limited to, Subcontractor utilization, Minority, Women, Emerging Small Business, Service-Disabled Veteran Business Enterprise (D/M/W/ESB/SDVBE) participation and Subcontractor/Supplier Payment. The Commission will enforce all diversity in workforce and D/M/W/ESB/SDVBE subcontracting commitments made by Contractor **in its Proposal/Quote.**
- 3.7 Payment. (09/17) Payment(s) shall be in accordance with the payment schedule set forth in **Exhibit A: Contractor's Price.**
- 3.7.1 Payment shall be issued by the Commission net thirty (30) Calendar Days from receipt of a complete and acceptable invoice from Contractor. Contractor invoices must contain Contractor's name and address; invoice number; date of invoice; Contract number and date; description of Products and/or Services; quantity, unit price, (where appropriate), and total amount; Commission-required reporting, if any, and the title and phone number of the person to whom payment is to be sent. The Commission may stipulate how line items are entered on an invoice to ensure compatibility with the Commission's accounting and financial systems and to facilitate payment to Contractor.

- 3.7.2 The Commission makes payments via electronic fund transfers through the Automated Clearing House (ACH) network. To initiate payment of invoices, Contractor shall execute the City of Portland's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the ACH Vendor Payment Authorization Agreement will authorize the City of Portland, which provides financial services to the Commission, to deposit payment directly into specified Contractor accounts with specified financial institutions. All payments shall be made in United States currency.
- 3.8 Payment of Taxes/Contractor Shall Withhold. (09/17) Contractor shall, at its own expense, timely (a) pay all salaries, wages, and other compensation to its employees; (b) withhold, collect, and pay all applicable federal, state, and local income taxes (domestic or foreign), FICA, Medicare, unemployment insurance and any other taxes or charges in connection with its employees; and (c) provide and pay for workers compensation insurance and any statutory or fringe benefits to employees. Contractor shall be solely responsible for all such obligations for its employees. Contractor shall also ensure that any Subcontractor shall comply with the foregoing obligations for its employees. The Commission shall have no duty to pay or withhold such obligations.
- 3.9 Records and Audits (06/19)
- 3.9.1 Records Retention. (06/19) Contractor shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Contractor agrees to maintain and retain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Contract during the Term of this Contract and for a minimum of six (6) years after the expiration or termination date of this Contract or until the resolution of all audit questions or claims, whichever is longer.
- 3.9.2 Commission Audits. (06/19) The Commission, either directly or through a designated representative, may conduct financial and performance audits of the billings and Products or Services at any time in the course of the Contract and during the records retention period listed above. Audits shall be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- 3.9.3 Access to Records. (06/19) The Commission may examine, audit and copy Contractor's books, documents, papers, and records relating to this Contract at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request.
- 3.10 Overpayment. (09/17) If an audit discloses that payments to Contractor were in excess of the amount to which Contractor was entitled, then Contractor shall repay the amount of the excess to the Commission. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices.

3.11 Independent Contractor. (09/17) Contractor is independent of the Commission and, accordingly, this Contract is not entered into as a joint venture, partnership, or agency between the Parties. No employment or agency relationship is or is intended to be created between the Commission and any individual representing Contractor. Employees of Contractor and any authorized Subcontractors shall perform their work under this Contract under Contractor's sole control.

3.12 Personnel.

3.12.1 Key Positions and Personnel. (09/17) For the period of performance until Final Acceptance has been completed, the Parties have identified Key Positions and Key Personnel as set forth in the table below, along with the percentage of their time to be allocated to the Commission's Project:

Name	Title/Role	% of Time	Company

3.12.2 Substitution of Key Personnel. (09/17) Contractor shall make no substitutions of Key Personnel unless the substitution is necessitated by law, illness, death, resignation, or termination of employment. Contractor shall notify the Commission within ten (10) Calendar Days after the occurrence of any of these events.

Any substitutions or replacements of Key Personnel require the written approval of the Commission. Contractor shall provide the Commission with the maximum possible period of notice of substitution or replacement of Key Personnel in order to allow for background screening, fingerprint checks, and other investigation as may be required in Section 3.11.3.

For any proposed substitute or replacement Key Personnel, Contractor shall provide the following information to the Commission: a detailed explanation of the circumstances necessitating the proposed substitution or replacement, a complete resume for the proposed substitute(s), and any additional information requested by the Commission. Proposed substitutes or replacements should have qualifications comparable to or better than those of the persons being replaced. No change in Contract prices may occur as a result of substitution or replacement of Key Personnel.

3.13 Termination. (06/19) The following conditions apply to termination of this Contract. The Commission, on thirty (30) Calendar Days' written notice to Contractor, may terminate this

Contract for any reason in the Commission's sole discretion. In the event of such termination, the Commission shall pay to Contractor the portion of the not-to-exceed price attributable to all Deliverables Accepted or Services performed and Accepted through the effective date of the termination. In the event of termination all of Contractor's Work Product to date shall be delivered to the Commission, and it will become and remain property of the Commission.

- 3.14 Mutual Agreement. (09/17) The Commission and Contractor, by mutual written agreement, may terminate this Contract at any time.
- 3.15 Material Breach. (09/17) Either Party may terminate this Contract in the event of a Material Breach of this Contract by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice to cure the Material Breach and of the Party's intent to terminate. If the Party has not entirely cured the Material Breach within thirty (30) Calendar Days of the notice, then the Party giving the notice shall have the option to: (a) terminate this Contract by giving a written notice of termination, (b) seek any remedies in this Contract, in law, or at equity, to the extent not otherwise limited by the terms of this Contract, or (c) any combination thereof.
- 3.16 Force Majeure. (09/17) Either Party may terminate this Contract due to a Force Majeure event as set forth in Section 5.12, Force Majeure.
- 3.17 Bankruptcy. (09/17) The Commission may terminate this Contract if Contractor: (a) becomes insolvent, makes a general assignment for the benefit of creditors; (b) suffers or permits the appointment of a receiver for its business or assets; (c) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, and such proceeding has not been dismissed within a sixty (60) Calendar Day period; or (d) has wound up or liquidated, voluntarily or otherwise.
- 3.18 Void Assignment. (09/17) In the event that Contractor assigns its obligations under this Contract to a third party in a manner other than as set forth in Section 5.7, Assignment, the Commission shall have the option to terminate this Contract without any notice or cure period or further obligation to Contractor or the assignee, and promptly receive a refund for fees paid for Products delivered and/or Services performed by the third party.
- 3.19 Waiver. (09/17) No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach of this Contract. The failure of either Party to insist upon any of its rights under this Contract upon one or more occasions, or to exercise any of its rights, shall not be deemed a waiver of such rights on any subsequent occasions.
- 3.20 Severability. (09/17) Any section of this Contract which is held or declared void, invalid, illegal or otherwise not fully enforceable shall not affect any other provision of this Contract and the

remainder of this Contract shall continue to be binding and of full force and effect. This Contract shall be binding upon and inure to the benefit of the Commission and its successors and assigns.

- 3.21 Business Tax Registration. (09/17) Contractor shall register for a City of Portland business license as required by Chapter 7.02 of the Code of the City of Portland prior to execution of this Contract. Additionally, Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full Term of this Contract. Failure to be in compliance may result in payments due under this Contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.
- 3.22 EEO Certification. (09/17) Contractor shall be certified as an Equal Employment Opportunity Affirmative Action Employer as prescribed by Chapter 5.33.076 of the Code of the City of Portland and maintain its certification throughout the term of this Contract.
- 3.23 Non-Discrimination in Benefits. (09/17) Throughout the term of this Contract, Contractor shall provide and maintain benefits to its employees with domestic partners equivalent to those provided to employees with spouses as prescribed by Chapter 5.33.077 of the Code of the City of Portland.
- 3.24 Sustainability. (12 /18) Pursuant to the City of Portland’s Sustainable City Principles, Contractor is encouraged to incorporate these Principles into its scope of work with the Commission wherever possible. Therefore, in accordance with the Principles and the City of Portland's Sustainable Procurement Policy, it is the policy of the Commission to encourage the use of Products or Services that help to minimize the human health and environmental impacts of Commission operations. Contractor is encouraged to incorporate environmentally preferable Products or Services into its work performance wherever possible. "Environmentally preferable" means Products or Services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the Product or Service.
- 3.25 Packaging. (09/17) All packaging should be minimized to the maximum extent possible without compromising product quality. The Commission encourages packaging that is reusable, readily recyclable in local recycling programs, is made from recycled materials, and/or is collected by Contractor for reuse/recycling.
- 3.26 News Releases and Public Announcements. (09/17) Contractor shall not use the Commission logo or other representations of the Commission in its external advertising, marketing, website, or other promotional efforts, nor shall Contractor issue any news release or public announcements pertaining to this Contract or the Project without the express written approval of the Commission.

Such approval may be withheld in the Commission's sole discretion. Contractor shall not use the City of Portland seal without specific written permission from the City Auditor.

- 3.27 Rule of Construction/Contract Elements/Headings. (09/17) This Contract has been drafted by the Commission in the general format by the Commission as a convenience to the Parties only and shall not, by reason of such action, be construed against the Commission. Section headings are for ease of reference and convenience only and shall not affect or enter into the interpretation of any portion of this Contract.
- 3.28 Survival. (09/17) All obligations relating to Confidential Information; indemnification; publicity; representations and warranties; remedies; proprietary rights; limitation of liability; and obligations to make payments of amounts that become due under this Contract prior to termination or expiration shall survive the termination or expiration of this Contract and shall, to the extent applicable, remain binding and in full force and effect for the purposes of the ongoing business relationship by and between Contractor and the Commission.
- 3.29 Permissive Cooperative Procurement. (09/17) Pursuant to ORS 279A.215, as additional consideration for this Contract, Contractor agrees to extend an option to purchase any Products or Services covered under this Contract at the same prices as are specified in Exhibit A: Contractor's Price, and under the same terms and conditions, to all public agencies. Each public agency shall execute its own contract with Contractor and shall have the option to negotiate its own terms and conditions.
- 3.30 Access to City of Portland Facilities. (11/18/20) Contractor agrees that Contractor's physical or remote access to City of Portland facilities shall be subject to the security interests and health controls necessary to protect public property, City employees and the public. The City of Portland and Commission shall not be liable for any delays necessary in granting Contractor access to any portion of the facilities or systems.

#### **SECTION 4 STATUTORY REQUIREMENTS, PUBLIC RECORDS AND CONFIDENTIALITY**

- 4.1 Governing Law and Jurisdiction. (09/17) This Contract shall be construed according to the laws of the State of Oregon without reference to the conflict of laws' provisions. Any litigation between the Commission and Contractor arising under this Contract or out of work performed under this Contract shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.
- 4.2 Public Records Request. (09/17) Contractor acknowledges that the Mt. Hood Cable Regulatory Commission is subject to the Oregon Public Records Act and Federal law. Third persons may claim that the Confidential Information Contractor submitted to the Commission hereunder may



be, by virtue of its possession by the Commission, a public record and subject to disclosure pursuant to the Oregon Public Records Act. The Commission's commitments to maintain certain information confidential under this Contract are all subject to the constraints of Oregon and federal laws. All information submitted by Contractor is public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which Contractor requests and meets an exemption from disclosure consistent with federal or Oregon law. Within the limits and discretion allowed by those laws, the Commission will maintain the confidentiality of information.

4.3 Public Records. (09/17) The Commission will retain one (1) copy of any public records for the express purposes of complying with State of Oregon and Portland City Code public records and archiving laws.

4.4 Confidentiality.

4.4.1 Contractor's Confidential Information. (08/19) During the term of this Contract, Contractor may disclose to the Commission, certain Contractor Confidential Information pertaining to Contractor's business. Contractor shall be required to mark Confidential Information CONFIDENTIAL with a restrictive legend or similar marking. If CONFIDENTIAL is not clearly marked, or the Contractor's Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Contractor shall identify the Confidential Information as confidential at the time of disclosure or within a reasonable time thereafter. This Contract itself shall not be considered Confidential Information. Subject to Section 4.2, the Commission shall: (1) limit disclosure of Contractor Confidential Information to those directors, employees, contractors and agents of the Commission who need to know the Contractor Confidential Information in connection with the Commission Project and who have been informed of confidentiality obligations at least as strict as those contained in this Contract, and (2) exercise reasonable care to protect the confidentiality of the Contractor Confidential Information, at least to the same degree of care as the Commission employs with respect to protecting its own proprietary and confidential information.

4.4.2 Commission's Confidential Information. (08/19) Contractor shall treat as confidential any Commission Confidential Information that has been made known or available to Contractor or that Contractor has received, learned, heard or observed; or to which Contractor has had access. Contractor shall use Commission Confidential Information exclusively for the Commission's benefit in the performance of this Contract. Except as may be expressly authorized in writing by the Commission, in no event shall Contractor publish, use, discuss or cause or permit to be disclosed to any other person such Commission Confidential Information. Contractor shall (1) limit disclosure of the Commission Confidential Information to those directors, officers, employees, subcontractors and agents of Contractor who need to know the Commission Confidential Information in connection with the Commission Project and who have agreed in writing to confidentiality obligations at least as strict as those contained in this Contract, (2) exercise reasonable care to protect the

confidentiality of the Commission Confidential Information, at least to the same degree of care as Contractor employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the Commission, upon its request, all materials containing Commission Confidential Information, in whatever form, that are in Contractor's possession or custody or under its control. Contractor is expressly restricted from and shall not use the Intellectual Property Rights of the Commission without the Commission's prior written consent.

- 4.4.3 Scope. (09/17) This Contract shall apply to all Commission Confidential Information previously received, learned, observed, known by or made available to Contractor. Contractor's confidentiality obligations under this Contract shall survive termination or expiration of this Contract.
- 4.4.4 Equitable Relief. (12/18) Contractor acknowledges that unauthorized disclosure of Commission Confidential Information will result in irreparable harm to the Commission. In the event of a breach or threatened breach of this Contract, the Commission may obtain injunctive relief prohibiting the breach, in addition to any other appropriate legal or equitable relief. The Parties agree that, notwithstanding any other section of this Contract, in the event of a breach or a threatened breach of Contract terms related to Confidential Information or Intellectual Property Rights, the non-breaching Party shall be entitled to seek equitable relief to protect its interests, including but not limited to injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the Parties.
- 4.4.5 Discovery of Documents. (06/19) In the event a court of competent jurisdiction orders the release of Confidential Information submitted by one Party, the other Party will notify the Party whose Confidential Information is being requested to be disclosed of the request. The Party receiving the request shall allow the other Party to participate in the response at its own expense. Each Party will comply with any effective court order.

## **SECTION 5 CONTRACTOR PERFORMANCE AND WARRANTIES**

- 5.1 General Warranties. (09/17) Contractor makes the following warranties:
- 5.1.1 Capacity. (09/17) Contractor warrants it has the legal authority and capacity to enter into and perform this Contract.
- 5.1.2 Authority to Conduct Business. (08/19) Contractor warrants it is lawfully organized and constituted and duly authorized to operate and do business in all places where it shall be required to do business under this Contract, and that it has obtained or will obtain all necessary licenses and permits required in connection with this Contract.

5.1.3 Disclosure of Litigation. (09/17) Contractor warrants that as of the Effective Date there are no suits, actions, other proceedings, or reasonable anticipation thereof, in any judicial or quasi-judicial forum that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract. Contractor further warrants that it will immediately notify the Commission in writing if, during the Term of this Contract, Contractor becomes aware of, or has reasonable anticipation of, any lawsuits, actions, or proceedings in any judicial or quasi-judicial forum that involves Contractor or any Subcontractor and that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract.

5.1.4 Conflict of Interest. (09/17) Contractor warrants it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under this Contract.

5.1.5 Compliance with Applicable Law. (09/17) Contractor warrants it has complied and shall comply with all applicable federal, state, and local laws and regulations of its domicile and wherever performance occurs during the term of this Contract. Contractor warrants it is currently in compliance with all tax laws.

5.1.6 Public Contracts. (09/17) Contractor shall observe all applicable state and local laws pertaining to public contracts. ORS Chapters 279A and 279B require every public contract to contain certain provisions. To the extent applicable, ORS 279B.220, 279B.230 and 279B.235 are incorporated into this Agreement by reference.

5.1.7 Compliance with Civil Rights Act. (09/17) Contractor warrants it is in compliance with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>

5.1.8 Respectful Workplace Behavior. (09/17) Pursuant to the City of Portland's HR Rule 2.02, the Commission is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City of Portland's HR Rule 2.02 covers all employees of the City, which includes Commission staff, as well as contractors, vendors or consultants who provide services to the City of Portland. Contractor warrants its compliance with terms and conditions HR 2.02 as further described at: <https://www.portlandoregon.gov/citycode/27929>

5.2 Grant Funding. (02/18). This Contract is currently not using grant funding.

5.3 Compliance with Non-Discrimination Laws and Regulations.

5.3.1 Nondiscrimination. (06/19) Pursuant to all City, State, and federal non-discrimination and civil rights laws, Contractor, with regard to the work performed by it during this Contract,

shall not discriminate on the grounds of race, color, national origin, including limited English proficiency, sex, sexual orientation, gender identity, age, religion or non-religion, disability, marital status, family status, or source of income, including in employment practices, the selection and retention of subcontractors, including procurements of materials and leases of equipment.

- 5.3.2 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. (06/19) In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract relative to nondiscrimination on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships.
- 5.3.3 Sanctions for Noncompliance. (09/17) In the event of Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Commission shall impose such contract sanctions as it or any state or federal agency may determine to be appropriate, including, but not limited to withholding of payments to Contractor under this Contract until Contractor complies, and/or cancellation, termination, or suspension of this Contract, in whole or in part.
- 5.3.4 ADA Compliance. (07/18) Contractor shall comply with the Americans With Disabilities Act (ADA), including any duty the ADA may impose on Commission or Contractor as a result of the Products, Services or activities requested to be provided for Commission under this Agreement.

At minimum, Contractor shall do the following:

Contractor shall [provide language translation services, sign language, accommodate service animals, audio, TTY, transcripts..... discuss with PM and see what this may involve]

Contractor shall document each ADA request for modification to the Products or Services and Contractor's fulfillment of the request. If Contractor determines that it is unable to promptly fulfill the request for modification under the ADA, Contractor will contact the Commission contract manager within the same business day, proving reasons why Contractor is unable to fulfill the request for modification and to identify alternate accessibility options that Contractor can perform.

Within [X] Business Days after receipt, Commission and Contractor shall advise the other Party in writing, and provide the other Party with copies (as applicable) of any notices alleging violation of or noncompliance with the ADA relating to the Agreement, or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to the Agreement or the programs, Products, Services or activities that Contractor is undertaking for Commission under this Agreement.

5.3.5 Required Reporting. (05/19) If any person or class of persons files a complaint with Contractor alleging discrimination under Title VI of the Civil Rights Act of 1964 (race, color, or national origin, including limited English proficiency), Contractor will notify the Commission of Portland of the complaint and cooperate with any investigation related to the complaint. Notifications shall be sent to Title VI Program Manager, 421 SW 6th Ave, Suite 500, Portland, Oregon 97204, or [title6complaints@portlandoregon.gov](mailto:title6complaints@portlandoregon.gov).

5.4 Service(s) and Deliverables Warranties. (10/19) Contractor makes the following warranties:

5.4.1 No Third-Party Conflict or Infringement. (01/19) As of the Effective Date, Contractor warrants the execution and performance of this Contract, shall not contravene the terms of any contracts with third parties or any third-party Intellectual Property Right; and, as of the Effective Date of this Contract, there are no actual or threatened legal actions with respect to the matters in this provision. Contractor agrees to promptly notify the Commission, in writing, if during the Term of the Contract, a potential third-party conflict or infringement of third-party Intellectual Property Rights arises.

5.4.2 No Encumbrances. (08/19) All Deliverables provided by Contractor under this Contract shall be transferred to the Commission free and clear of any and all restrictions of transfer or distribution and free and clear of any and all liens, claims, security interests, liabilities and encumbrances of any kind.

5.4.3 Conformance with Specifications. (01/19) Contractor warrants that the Deliverables and Services shall operate in conformance with the Specifications.

5.4.4 Compliance with Law. (10/19) Contractor warrants that the Deliverables conform to all requirements of applicable law, including all applicable health, safety, privacy, data security and environmental laws and regulations.

5.4.5 Industry Standards. (10/19) Contractor warrants that the Services performed under this Contract will meet the standards of skill and diligence normally employed by persons performing the same or similar services.

5.4.6 Substitution or Modification of Products at No Charge. (03/19) In the event that Contractor substitutes or modifies the Deliverables, Contractor shall ensure that the new or modified Deliverables shall conform in all aspects to the Specifications. Such substitutions or modifications shall in no way degrade the performance or functionality of the Deliverables and shall not result in additional cost to the Commission.

5.5 No Waiver of Warranties or Representation. (10/19) Performance of Services shall not be construed to represent Acceptance nor relieve Contractor from its responsibility under any

representation or warranty. If the Commission makes a payment prior to Final Acceptance, the payment does not grant a waiver of any representation or warranty by Contractor.

- 5.6 No Third Party to Benefit. (09/17) This Contract is entered into for the benefit of the Commission and Contractor. Except as set forth herein, nothing in this Contract shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a Party to this Contract to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Contract.
- 5.7 Assignment. (08/19) Neither Party shall assign, transfer, or delegate all or any part of this Contract, or any interest therein, without the other Party's prior written consent, which shall not be unreasonably withheld. For purposes of this Section, the acquisition, merger, consolidation or change in control of Contractor or any assignment by operation of law shall be considered an assignment of this Contract that requires the Commission's prior written consent. Notwithstanding the foregoing: (a) in the event that the Commission's business needs change or the Commission enters into an agreement with a provider for outsourcing services, Contractor agrees that the Commission shall have the right to assign this Contract to a successor of all, substantially all, or specified area(s) of the Commission's business, including an outsourcing provider, upon written notice to the other Party, and (b) Contractor may, without the Commission's consent, but upon prior written notice to the Commission, assign its right to payment under this Contract or grant a security interest in such payment to any third party without requiring that the third party be liable for the obligations of Contractor under this Contract. Any attempted assignment or delegation in violation of this Section shall be void.
- 5.8 Notice of Change in Financial Condition. (09/17) Contractor must maintain a financial condition commensurate with the requirements of this Contract. If, during the Term of this Contract, Contractor experiences a change in its financial condition which may adversely affect its ability to perform the obligations of this Contract, Contractor shall immediately notify the City in writing. Failure to notify the Commission of such a change in financial condition is sufficient grounds for terminating this Contract.
- 5.9 Notice of Change in Ownership. (09/17) If, during the Term of this Contract, Contractor experiences a change in ownership or control, Contractor shall immediately notify the Commission in writing. Failure to notify the Commission of such a change in ownership or control is sufficient grounds for terminating this Contract.
- 5.10 Subcontractors. (10/19) Contractor shall not subcontract any work under this Contract without the Commission's prior written consent. Contractor shall be fully responsible for the acts and omissions of its Subcontractors, including any Affiliates, at all levels, and of their agents and employees. Contractor shall ensure that all applicable provisions of this Contract (including those relating to Insurance, Indemnification, and Confidentiality) are included in all of its subcontracts.

The Commission reserves the right to review any agreements between Contractor and its Subcontractors for Services authorized under this Contract.

All D/M/W/ESB/SDVBE (COBID Certified) Subcontractors/suppliers identified in Contractor's proposals shall be used in their proposed capacity during Contract performance. If Contractor desires to replace any D/M/W/ESB/SDVBE Subcontractors/suppliers under this Contract all substitution requests must have approval from the Commission before such substitutions can be made. In no event shall Contractor subcontract any work, assign any rights, or delegate any obligations under this Contract without the Commission's prior written consent.

5.11 Flow-down Clauses. (01/19) Contractor shall include the following clauses, or substantially similar language, in its subcontracts under this Contract:

Section 4.4, Confidentiality

Section 5.3, Compliance with Non-Discrimination Laws and Regulations

Section 6.1, Hold Harmless and Indemnification

Section 6.2, Insurance

5.12 Force Majeure. (01/19)

5.12.1 In the event that either Party is unable to perform any of its obligations under this Contract due to a Force Majeure Event not the fault of the affected Party, the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, the performance obligations affected by the Force Majeure event shall immediately be suspended.

5.12.2 If the period of nonperformance exceeds fifteen (15) Calendar Days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract or any Statement of Work.

5.12.3 If the period of nonperformance due to a Force Majeure Event does not exceed fifteen (15) Calendar Days, such nonperformance shall automatically extend the Project schedule for a period equal to the duration of such events. Any Warranty Period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such event.

5.12.4 If the period of nonperformance due to Force Majeure Event is longer than fifteen (15) Calendar Days, the Parties shall negotiate options for mitigation of the Force Majeure Event.

5.13 Ownership of Property. (06/19) All work product produced by the Contractor under this Contract is the exclusive property of the Commission. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Contractor and the Commission intend that such Work

Product shall be deemed “work made for hire” of which the Commission shall be deemed the author. If for any reason a Work Product is deemed not to be a “work made for hire,” the Contractor hereby irrevocably assigns and transfers to the Commission all right, title and interest in such Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the Commission. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this Contract, the Contractor-Architect grants the Commission an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Contractor are and will remain the exclusive property of Contractor. Contractor hereby grants to the Commission a non-exclusive, perpetual, irrevocable license, with the right to sublicense, to disclose, copy, distribute, display, perform, prepare derivative works of and otherwise exploit any pre-existing Intellectual Property Rights incorporated into the Work Product(s).

## **SECTION 6 INDEMNIFICATION, INSURANCE, BONDING, LIQUIDATED DAMAGES**

### **6.1 Hold Harmless and Indemnification. (08/19)**

- 6.1.1 Contractor shall indemnify, defend and hold harmless the Mt. Hood Cable Regulatory Commission, its officers, agents, and employees, from all claims, demands, suits, and actions for all losses, damages, liabilities, costs and expenses (including all attorneys’ fees and costs), resulting from or arising out of the actions, errors, or omissions of Contractor or its officers, employees, Subcontractors, or agents under this Contract.
- 6.1.2 Infringement Indemnity. (08/19) Contractor shall indemnify, defend, and hold harmless the Commission, its directors, officers, employees, and agents from and against any and all claims, demands, suits, and actions for any damages, liabilities, losses, costs, and expenses (including reasonable attorney fees, whether or not at trial and/or on appeal), arising out of or in connection with any actual or alleged misappropriation, violation, or infringement of any proprietary right or Intellectual Property Right of any person whosoever. The Commission agrees to notify Contractor of the claim and gives Contractor sole control of the defense of the claim and negotiations for its settlement or compromise.
- 6.1.3 Contractor shall indemnify, defend, and hold harmless the Commission against any taxes, premiums, assessments, and other liabilities (including penalties and interest) that the Commission may be required to pay arising from Deliverables and Services provided by Contractor under this Contract. The Mt. Hood Cable Regulatory Commission, as a municipal



corporation of the State of Oregon, is a tax-exempt unit of local government under the laws of the State of Oregon and is not liable for any taxes.

- 6.2 Insurance. (08/19) Contractor shall not commence work until Contractor has met the insurance requirements in this section and Contractor has provided insurance certificates approved by the Commission’s Attorney. Contractor shall acquire insurance issued by insurance companies or financial institutions with an AM Best rating of A- or better and duly licensed, admitted and authorized to do business in the State of Oregon.
- 6.2.1 Insurance Certificate. (08/19) As evidence of the required insurance coverage, Contractor shall provide compliant insurance certificates, including required endorsements, to the Commission prior to execution of the Contract. The certificates shall list the Commission as certificate holder. Contractor shall maintain continuous, uninterrupted coverage for the Term of this Contract and to provide insurance certificates demonstrating the required coverage for the Term of this Contract. Contractor’s failure to maintain insurance as required by this Contract constitutes a Material Breach of this Contract. Contractor must notify the Commission in writing thirty (30) Calendar Days prior to a cancellation, non-renewal, or changes to the insurance policy.
- 6.2.2 Additional Insureds. (08/19) For commercial general liability coverage, Contractor shall provide Commission with a blanket additional insured endorsement form that names the Mt. Hood Cable Regulatory Commission, and its officers, agents and employees, as an additional insured. The additional insured endorsement must be attached to the general liability certificate of insurance.
- 6.2.3 Insurance Costs. (08/19) Contractor shall be financially responsible for all premiums, deductibles, self-insured retentions, and self-insurance.
- 6.2.4 Coverage Requirements. (08/19) Contractor shall comply with the following insurance requirements:
- 6.2.4.1 Commercial General Liability. (08/19) Contractor shall acquire commercial general liability (“CGL”) and property damage insurance coverage in an amount not less than **\$2 million** per occurrence for damage to property or personal injury arising from Contractor’s work under this Contract.
  - 6.2.4.2  Required and attached  Reduced by Commission  Waived by Commission
  - 6.2.4.3 Automobile Liability. (08/19) Contractor shall acquire automobile liability insurance to cover bodily injury and property damage in an amount not less than **\$2 million** for each accident. Contractor’s insurance must cover damages or injuries arising out Contractor’s use of any vehicle.  
 Required and attached  Reduced by Commission  Waived by Commission

**6.2.4.4 Workers' Compensation. (08/19)** Contractor shall comply with Oregon workers' compensation law, ORS Chapter 656, as it may be amended. If Contractor is required by ORS Chapter 656 to carry workers' compensation insurance, Contractor shall acquire workers' compensation coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the City for the entire period during which work is performed under this Contract. Contractor shall acquire workers compensation coverage in an amount not less than **\$1 million each accident, \$1 million disease each employee, and \$1 million disease policy limit.**

Required and attached  Proof of exemption (Complete Independent Contractor Certification Statement)

**6.2.4.5 Professional Liability. (08/19)** Contractor shall acquire insurance to cover damages caused by negligent acts, errors or omissions related to the professional Services, and performance of duties and responsibilities of the Contractor under this Contract in an amount not less than \$1 million per occurrence and aggregate of \$3 million for all claims per occurrence. In lieu of an occurrence-based policy, Contractor may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Contractor acquires an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

Required and attached  Reduced by Commission  Waived by Commission

**6.2.5 Insurance Requirements for Subcontractors. (08/19)** Contractor shall contractually require its Subcontractors to acquire and maintain for the duration of this Contract insurance equal to the minimum coverage limits required above.

**6.3 Rolling Estoppel. (09/17)** Unless otherwise notified by Contractor, it shall be understood that the Commission shall have met all its obligations under this Contract. The Commission will be conclusively deemed to have fulfilled its obligations, unless it receives written notification of a failure to meet such obligations in the next status report, or within ten (10) Business Days following such failure, whichever is sooner, and Contractor identifies the specific failure in that notification. The Commission's failure to meet obligations must be described in terms of how it has affected the Project schedule or a specific performance requirement of Contractor.

**6.3.1** Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in Project timetable, the standards of performance under this Contract, or the Contract price, if Contractor knew of that problem and failed to provide notification to the Commission as set forth above or to include it in the applicable status report to the Commission's project manager.

**6.3.2** In the event Contractor identifies a situation that is impairing Contractor's ability to perform for any reason, Contractor's notification should contain Contractor's suggested solutions to

the situation. These suggestions should be in sufficient detail so that the Commission's Project Manager can make a prompt decision as to the best method of dealing with the problem and continuing the Project in an unimpeded fashion.

- 6.4 Dispute Resolution. (09/17) Contractor shall cooperate with the Commission to ensure that all claims and controversies which arise during this Contract will be resolved as expeditiously as possible in accordance with the following resolution procedure:
- 6.4.1 Any dispute between the Commission and Contractor shall be resolved, if possible by the Project Manager or their designee on behalf of the Commission and [REDACTED] on behalf of Contractor.
  - 6.4.2 Should any dispute arise between the Parties concerning this Contract that is not resolved by mutual agreement above, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party's commencing arbitration or litigation. In such an event, the Parties to this Contract agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.
  - 6.4.3 Should an equitable solution not result from the foregoing, the Commission and Contractor shall be free to pursue other remedies allowed under this Contract.
  - 6.4.4 Unless ordered by the Commission to suspend performance of all or any portion of Contractor's Services, Contractor shall proceed with the performance of such Services without any interruption or delay during the pendency of any of the foregoing dispute resolution procedures. During the pendency of any of the foregoing dispute resolution procedures, the Commission shall continue to make all payments that are not in dispute while having the right to withhold payments that are in dispute.
- 6.5 Remedies. (09/17) The remedies provided in this Contract are cumulative and may be exercised concurrently or separately. In the event of any Material Breach by Contractor, which Material Breach shall not have been cured as agreed to between the Parties, the Commission shall have the ability to pursue the Commission's rights at law or equity. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.
- 6.6 Cost of Cover. (09/17) In the event of termination of this Contract by the Commission due to a Material Breach by Contractor, then the Commission may complete the Project itself, by agreement with another contractor, or by a combination thereof. After termination, in the event the cost of completing the Project exceeds the amount the Commission would have paid Contractor to

complete the Project under this Contract, then Contractor shall pay to the Commission the amount of the reasonable excess.



Contract Number: XXXXXXXXX

Amendment Number: XX

Contract Title:

MT. HOOD CABLE REGULATORY COMMISSION SIGNATURES

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Commission Attorney

**Exhibit A  
Contractor's Price**

**SECTION 1 Pricing.**

**Exhibit B  
Statement of Work**

**SECTION 1 SUMMARY**

**SECTION 2 SCOPE OF WORK**

Contractor shall provide the following Services

**SECTION 3 TASKS AND DELIVERABLES**

The individual Deliverables are described in more detail below:

3.1 Task 1:

3.1.1 Deliverable 1:

3.1.1.1 Acceptance Criteria:

3.1.2 Deliverable 2:

3.1.2.1 Acceptance Criteria:

3.1.3 Deliverable 3:

3.1.3.1 Acceptance Criteria:

3.2 Task 2:

3.2.1 Deliverable 1:

3.2.1.1 Acceptance Criteria:

3.2.2 Deliverable 2:

3.2.2.1 Acceptance Criteria:

3.2.3 Deliverable 3:



3.2.3.1 Acceptance Criteria:

3.3 Task 3:

3.3.1 Deliverable 1:

3.3.1.1 Acceptance Criteria:

3.3.2 Deliverable 2:

3.3.2.1 Acceptance Criteria:

3.3.3 Deliverable 3:

3.3.3.1 Acceptance Criteria:

**SECTION 4 PROJECT SCHEDULE**

The detailed Project schedule is shown below (or as another Schedule B-X to this Exhibit B) –OR – The Project shall be completed no later than [insert CALENDAR DATE].

**SECTION 5 PROJECT MANAGEMENT**

5.1 Status Reports

Contractor shall summarize activities under this Contract in written weekly/monthly status reports submitted to the Commission Project Manager. The status reports are due on the first day of the week/month and shall include summaries of all activities and Deliverables completed in the prior week/month. The report shall include a list of any delayed items, a description of the cause of the delay, schedule impact, and a proposed method of resolution. Delayed items shall be carried over onto subsequent reports until resolved.

5.2 Place of Performance

Contractor shall provide Commission with services at locations as directed by the Commission Project Manager. Some portions of the work will be performed at Contractor facilities as agreed with the Commission Project Manager.

5.3 Project Managers

The Commission’s Project Manager will be \_\_\_\_\_. The Commission may change Commission’s Project Manager from time to time upon written notice to Contractor. Contact Information:

The Contractor's Project Manager will be \_\_\_\_\_. Contact Information:

#### 5.4 Acceptance Criteria and Acceptance Test Plan

Acceptance Criteria and the Acceptance review plan shall be reviewed jointly by the Commission's Project Manager and Contractor's Project Manager. When agreed, the Acceptance Criteria and review plan shall be attached and incorporated here in this Statement of Work as Exhibit B-1.

**Exhibit C, Contractor's Proposal/Quote**

**Exhibit D  
Sample Forms**

**Exhibit E-1: STATUS REPORT**

<b>Logo</b>	<b>Mt. Hood Cable Regulatory Commission</b>		
<b>Contractor</b>		<b>Project Title</b>	
<b>Contract No.</b>		<b>Report Date</b>	
<b>Contract Date</b>		<b>Submitted by:</b>	

**1. Key Status Indicators:**

Description	No	Yes	Explanation
Has scope changed?			
Will target dates slip?			
Are there resource problems?			
Any other issues?			

**2. Major Activities Completed For Reporting Week (Key Accomplishments):**

Activity	Comment(s)

**3. Major Activities Planned For Reporting Week and Not Completed:**

Activity	Comment(s)

**4. Major Activities Planned For Next Week:**

Activity	Comment(s)


**5. Status of Key Team Deliverables:**

Deliverable	Comment(s)

**6. Major Issues Requiring Immediate Attention:**

Issue	Resolution

**7. Weekly Summary of Performance by Individual**

Individual's Name:

Scheduled Activities	complete	incomplete	Comment(s)

Individual's Name:

Scheduled Activities	complete	incomplete	Comment(s)

**Exhibit D-2: FINAL ACCEPTANCE CERTIFICATE**  
(08/19)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the Commission certifies **Final** Acceptance of **(name Deliverable(s))**, in accordance with Contract No. \_\_\_\_\_. This Certificate of Acceptance is issued subject to and in accordance with the Contract, all defined terms having the meanings as set forth in the Contract, and without prejudice to any claims which subsequently may arise in connection with Defects in the **Deliverables** (or combination of Products) described herein.

-- OR --

**FINAL ACCEPTANCE CERTIFICATE WITH EXCEPTIONS**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the Commission certifies **Final** Acceptance of **(name of Deliverable(s))**, in accordance with Contract No. \_\_\_\_\_. This Certificate of **Final** Acceptance is issued subject to the following exceptions:

- 1.
- 2.
- 3.

Exceptions must be completed by \_\_\_\_\_. If Exceptions are not completed by \_\_\_\_\_, the Commission may revoke **Final** Acceptance of the Deliverables.

This Certificate of **Final** Acceptance is issued subject to and in accordance with the Contract, all defined terms having the meanings as set forth in the Contract, and without prejudice to any claims which subsequently may arise in connection with Defects in the Deliverable(s) described herein.

**Mt. HOOD CABLE REGULATORY COMMISSION**

\_\_\_\_\_  
Authorized Signature                      Date

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

\_\_\_\_\_  
Title

**Exhibit E-3: CHANGE ORDER**

<b>Logo</b>	<b>Mt. Hood Cable Regulatory Commission</b>	

**CHANGE ORDER**

<b>Contractor</b>		<b>Project Title</b>	
<b>Contract No.</b>		<b>Change Order No.</b>	*SAMPLE*
<b>Contract Date</b>		<b>Change Order Date</b>	

Select	Type	Description and Reason for Change	Modification to:
<input type="checkbox"/>	Time		Project Schedule and/or Contract
<input type="checkbox"/>	Scope or Specifications		Statement of Work Acceptance Test Plan
<input type="checkbox"/>	Deliverables		Statement of Work Acceptance Test Plan
<input type="checkbox"/>	Price		Statement of Work and/or Contract
<input type="checkbox"/>	Terms and Conditions		Request Amendment to Contract
<input type="checkbox"/>	Other		

1. Additional time is necessary and the Project Schedule for the Statement of Work or a specific Deliverable is hereby extended through **(DATE)** or modified as shown on the attached Project Schedule.
  
2. Additional work or a change in work or Specifications is necessary. **For example, changes to the Statement of Work, Deliverables and/or the Acceptance.**
  
3. A price adjustment is necessary for the following Deliverables. These changes will NOT affect the total not-to-exceed value of the Contract. **For example, price changes that show the original price and the modified price.**

4. An Amendment to the Contract is requested for the following reasons. For example, any change to the total value of the Contract, the term or ending date of the Contract, or the Contract terms and conditions requires an Amendment.

The Change Order is subject to the terms and conditions of the above-referenced Contract.

The rest of the Statement of Work shall remain unchanged and in full force and effect.

**Mt. HOOD CABLE REGULATORY COMMISSION CONTRACTOR**

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Authorized Signature                      Date

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

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

\_\_\_\_\_  
Commission Project Manager  
Title

\_\_\_\_\_  
Title





# **PROPOSAL: Mount Hood Cable Regulatory Commission**

## **Strategic Planning Amid Technology and Sector Developments**

*December 7, 2023*

**Submitted By:**

Autumn Carter, Partner

Reed Wagner, Partner





## Overview and Approach

In the following proposal, we are pleased to present the Mount Hood Cable Regulatory Commission (MHCRC) with an overview of NEX Strategies' organization, background, and our approach to strategic planning. Our team, consisting of skilled strategists and facilitators, is well-suited to guide MHCRC through the evolving challenges and opportunities facing the cable and telecommunications landscape. Given our experience in managing organizational change and working successfully with diverse teams, we are adept at providing comprehensive strategic insights and effective support when navigating complexity.

The MHCRC is charged with negotiating and enforcing cable service and franchise agreements in its jurisdictions; protecting and advocating for the public interest in cable system regulation and development; and providing community grant funding. Even as cable providers have increasingly adopted new technologies like broadband to deliver services, local and federal regulations have lagged, introducing risks to public interest. This shift has raised concerns about the organization's operational sustainability amid declining cable revenues, loss of community funding, as well as regulatory oversight gaps as providers adopt new technologies. Thus, there is a growing need for MHCRC to reassess its role and strategy to remain effective and relevant in this rapidly changing environment; adopting an updated Intergovernmental Agreement (IGA) that can promote the public's longer-term needs and interests.

Based on our initial discussions, we have tailored our approach to align with the areas most relevant to MHCRC's current needs and future objectives. This proposal introduces a structured three-phase approach to strategic planning:

1. **Preparation Phase - Education and Initial Assessment:** Engage with member jurisdictions and stakeholders to understand current perspectives and align strategic planning efforts with MHCRC's needs and objectives.
2. **Analysis Phase - Stakeholder Engagement and In-Depth Analysis:** Conduct thorough research, interviews, focus groups, and data analysis to assess the current regulatory and market landscape, identifying future opportunities and challenges associated with operating the organization and adequately supporting the community amid an evolving cable and telecommunications sector.
3. **Strategic Development Phase - Presentation, Finalization, and Consensus-Building:** Develop a comprehensive, forward-looking strategic plan that addresses identified needs and positions MHCRC for increased organizational certainty amid industry and regulatory changes.

We partner with organizations and individuals we respect, and in turn, strive to earn the respect of our partners. Thus, we believe it is essential to work with those who share our values – both those we embrace as individuals and those informing how we undertake our work. As partners, we commit to asking the hard questions, being direct, and asking our Clients to dig deeper. We work with organizations that:





- Undertake critical self-examination, actively correct for inequities within their institutions and work, and strive for sustaining change.
- Value strengthening their communities and align their cultures, structures, programs, and workforces toward delivering positive and sustainable outcomes for them.
- Uphold integrity and promote excellence, doing what is right rather than what is easy.
- Embrace the potential of strategic change and recognize the often negative human impact of maintaining the status quo.

We would be honored to have the opportunity to work with the MHCRC team to support its strategic planning process. Thank you for considering our proposal – we are open to adjusting it to align with your objectives. We look forward to the opportunity to discuss this further with you.

## **Our Firm**

NEX Strategies provides strategic consulting services spanning Organizational Development and Facilitation, focusing on Change Management consulting and support. Change is not only inevitable but often essential for ensuring long-term organizational health and success. Moreover, we believe teams thrive when guided by the combination of people-oriented leadership and intentional resource management. In short, we work at the nexus of people and strategy to improve outcomes across organizations.

### ***Organizational Structure***

Our firm is an LLC registered with the State of Oregon (No. 198413594). Co-Owners and Partners Autumn Carter and Reed Wagner operate the firm jointly, with Carter serving as Managing Partner and maintaining majority ownership. Founded in 2022, NEX Strategies is COBID-certified as a Minority-Owned, Woman-Owned, and Emerging Small Business (M/W/ESB) (No. 13809).

As a specialized boutique firm, both Partners serve as the primary Consultants across client engagements. Therefore, we currently have no full- or part-time employees other than the owners. However, depending on the needs of a given project, we may subcontract with other Consultants, specialists, or subject matter experts to contribute additional expertise, experience, or skills that will further support its success.

### ***Capacity Management & Availability***

To manage our availability, we intentionally limit our concurrent engagements and seek work that aligns with our specialization, strengths, and core values. As of the submission of this proposal, both Partners are available through 2024 and if needed. We will reserve and dedicate sufficient capacity to this work for its duration, including planning, implementation, and wrap-up phases.

Wagner is based in the Greater Portland Area and Carter in the Greater Philadelphia Area. We are adept at working in hybrid environments, actively leveraging remote meetings and electronic communications to contain costs, reduce environmental impact, expand availability, and improve





responsiveness. That said, we will be available to facilitate and attend meetings and workshops in person as required.

## **Qualifications**

### ***Reed Wagner - NEX Strategies, Partner***

Reed Wagner has over 25 years of experience leading or supporting organizations and communities through transformational change. From complete overhauls of governance structures to the realignment of business services to mergers, acquisitions, and subsidiary development, Reed loves the challenge of change and is hyper-focused on relationships and the interaction between change management and human nature. He believes in thoughtfully building team leadership models and the intentional development of emerging leaders.

Reed is an active facilitator for the City of Portland, having recently facilitated planning discussions among the city's leadership and internal project teams as they undertake the transition in the city's form of government over the next two years. He serves as the Executive Director of the Willamette Falls Locks Authority and is a member of the Affiliated Practitioner Team for the National Policy Consensus Center.

He taught Mutual Benefit Negotiations at leadership programs in the North West. Reed received his Master of Public Administration and B.S. in Sociology from the University of Oregon.

### ***Autumn Carter - NEX Strategies, Managing Partner***

Autumn Carter has developed her skills and approach to managing growth and transformation through experiences working with evolving teams across multiple sectors and industries, including non-profits, technology companies, and the public sector. She specializes in developing systems and orienting teams toward financial and operational sustainability, keenly assessing and aligning available resources with organizational strengths, including employee talent, products and services, and untapped opportunities for success.

Autumn is an active facilitator for the City of Portland, having recently facilitated the planning work of the Independent District Commission responsible for establishing the city's first electoral districts for council elections. She also facilitates planning discussions among the city's leadership and project teams as they undertake the transition in the city's form of government over the next two years.

She previously worked in the Oregon state legislature where she became known for fiscal and electoral reform policy analysis. She later managed a successful statewide campaign for Oregon Secretary of State and consulted for advocacy campaigns and nonprofits in Portland. She is deeply concerned with promoting integrity in public organizations, a passion developed through years of civic engagement work in California, including serving on the board of California Common Cause and working with local governments through her work at OpenGov.





Autumn is an avid learner, thoughtful architect, passionate implementor, and trusted thought partner. She attended Stanford University, where her coursework and research often explored the intersections of Political Science, Technology, Data, and Management.

## **Past Projects**

Founded in 2022, NEX Strategies is a relatively new partnership entity for its Owners. However, members of our team have previously worked together and independently on relevant projects in Portland and Oregon. Below are descriptions of select work we have undertaken in recent years.

### ***Organizational Assessment, Reorganization, and Governance Restructuring - Multnomah County Drainage District and Consolidated Drainage Districts of the Columbia Corridor***

In 2012, Wagner was hired as Executive Director of the Multnomah County Drainage District (MCDD) and to provide management to three other drainage districts in the Columbia Corridor. The districts faced outdated infrastructure, new federal regulations, and constricting revenues. Wagner led the four boards and the MCDD agency through a complete reorganization and worked with the community to reimagine the role of the districts. Wagner and Bill Wyatt, then Port of Portland Executive Director, officially requested the designation of an Oregon Solutions Project by the Governor. Working with Oregon Solutions facilitators, Wagner led the community redesign effort of flood protection, ultimately opening new revenue options, including environment and social justice in the new mission, and passing legislation to institutionalize these changes.

### ***Government Affairs and Strategy Consulting - Interstate Bridge Replacement Program***

Between Fall 2020 and Spring 2021, Carter and Wagner worked together as part of the initial Consultant team supporting the Interstate Bridge Replacement Program (IBR), which was established as a joint effort between the Oregon Department of Transportation (ODOT) and the Washington State Department of Transportation (WSDOT) to explore the potential replacement of the aging I-5 Bridge connecting the two states. As part of the program's initial Consulting team, we worked as part of the program's Government Affairs team to establish a baseline understanding of public opinion within the program, inform public messaging, and advise on potential external stakeholder engagement avenues with public sector agencies at the federal, state, and local levels.

### ***Strategic Communications and Organizational Development Consulting - The Nature Conservancy in Oregon***

Between Winter 2020 and Summer 2021, Carter and Wagner worked together to advise and consult for The Nature Conservancy in Oregon (TNC Oregon) as the organization prepared its latest five-year strategic plan and sought to better align its internal and external communications





with that plan. They worked closely with the organization’s executive leadership and Marketing and Communications teams to seek alignment between the organization’s broader planning efforts, internal processes, and implementation strategies. Specifically, they conducted stakeholder interviews across the organization, conducted a baseline assessment, facilitated brainstorming and planning sessions, conducted strategic planning training, provided tangible recommendations, and served as trusted advisors for the organization.

## Proposed Project Structure

The strategic planning project for the MHCRC is organized in three phases, each focusing on specific objectives to guide the project towards its goals:

- **Phase 1: Education and Initial Assessment**  
Objective: Educate member jurisdictions about MHCRC's role and assess their current satisfaction and future needs.
- **Phase 2: Stakeholder Engagement and In-Depth Analysis**  
Objective: Conduct comprehensive research and analysis, gathering detailed insights for strategic planning.
- **Phase 3: Presentation, Finalization, and Consensus-Building**  
Objective: Present findings and collaborate on the development of strategic recommendations for the future Intergovernmental Agreement (IGA).

This strategic planning process is aimed at empowering MHCRC and its member jurisdictions to make well-informed decisions in response to the evolving dynamics within the cable and telecommunications sector. This process is designed to enhance understanding of MHCRC's role, increase clarity, and build consensus on strategic direction, and guide the commission in structuring its funding model for the future. Each phase contributes to this overarching goal, laying the foundation for a comprehensive and collaborative strategic planning process that thoughtfully engages both internal and external stakeholders, including community grantees. Our approach is designed for flexibility within the structure, allowing for the incorporation of ongoing insights, external developments, and shifting stakeholder perspectives as the commission considers its options and develops its plans.

Below is a breakdown of anticipated milestones and a timeline for the project as we understand them. We have identified either NEX Strategies or MHCRC Staff as the Lead for specific activities or milestones, but we have assumed active support from the other throughout the engagement.

**Table 1. Anticipated Timeline & Milestones**

Phase	Activities & Milestones	Lead	Timeline
<b>1: Education and Initial Assessment</b>	Kickoff and Project Planning	NEX Strategies	January
	Develop and Distribute Questionnaire for	NEX	January -





	Jurisdictions (or Interviews if preferred); Literature Review	Strategies	February
	Conduct Education Sessions with Jurisdictions	MHCRC Staff	February
	Baseline Assessment of Jurisdiction Satisfaction with MHCRC	NEX Strategies	February - March
<b>2: Stakeholder Engagement and In-Depth Analysis</b>	Individual Interviews with each Jurisdiction (est. 2-3 interviews per jurisdiction)	NEX Strategies	April - May
	Focus Groups with MHCRC's Grantee Community (3-4 sessions); Individual Interviews with Key Grantee Community Stakeholders (est. 12-15 interviews)	NEX Strategies	June - July
	SWOT Analysis of IGA, Stakeholder Analysis, and Development of Strategic Proposals; Review Assessment with MHCRC Staff	NEX Strategies	July-August
<b>3: Presentation, Finalization, and Consensus-Building</b>	Presentation of Initial Findings to MHCRC and Jurisdictions	NEX Strategies	September - October
	Facilitate IGA Work Session(s) (1-2) with MHCRC Staff and Jurisdictions	NEX Strategies	September - October
	Finalization of Strategic Recommendations for Future IGA; Presentation to Each City Council	MHCRC Staff	October - November
	Final Decision-Making and Budget Development	MHCRC Staff	November - December

## Estimated Costs

Based on our current understanding of the objectives and our proposed approach, we estimate the true cost of this work will be between \$84,425 and \$114,950, which we can adjust based on a final agreed-upon scope for the overall process and our role as Consultants..

We bill each Partner's time at \$275/hr and actively track time for transparency and resource management. We only charge clients for approved third-party expenses directly associated with the project, while absorbing regular business costs. We strategically allocate resources to avoid duplication of efforts, leveraging existing materials, collaboration tools, and virtual meetings to





control overhead expenses. To align with client objectives, we seek their explicit approval at key decision points, confirming approvals in writing to maintain a clear record for all parties involved.

Below is a high-level breakdown of the tasks and deliverables we anticipate, including anticipated hours based on fewer or more interviews, focus groups, deliverables, planning sessions, and other responsibilities for our team as Consultants. We are happy to provide a revised estimate based on different assumptions or needs associated with the project.

**Table 2. Estimated Costs by Task**

Tasks	Deliverables	Est. Hours	Est. Cost
<b>Project Planning &amp; Strategy</b>	Project Setup, Kickoff Planning, Strategy Development, Ongoing Project Management	75 - 100	\$20,625 - \$27,500
<b>Interviews and Focus Groups</b>	Jurisdiction Stakeholder Interviews (12-18), Grantee Community Focus Groups (3-4) & Interviews (12-15)	57 - 78	\$15,675 - \$21,450
<b>Facilitation</b>	Work Session(s) with MHCRC Staff & Jurisdictions (1-2)	5 - 15	\$1,375 - \$4,125
<b>Research, Writing, &amp; Reviewing</b>	Literature Review, Document and Presentation Development, Analysis, Reporting; Interview, Focus Group, Work Session, and Presentation Preparation and Review	110 - 130	\$30,250 - \$35,750
<b>Client Calls &amp; Meetings</b>	Bi-weekly Check-In/Planning Meetings, Dedicated Planning Meetings, Presentations	60 - 80	\$16,500 - \$22,000
<b>Total</b>		<b>307 - 418</b>	<b>\$84,425 - \$114,950</b>

## Conclusion

We are excited about the potential opportunity to partner with the Mount Hood Cable Regulatory Commission. Committed to excellence, we are prepared to deliver a strategic planning process that addresses MHCRC's current challenges and paves the way for navigating an evolving landscape with greater certainty and sustainability. This project is not just about meeting immediate needs – it's about laying a robust foundation promoting community interests going forward.

Our approach is designed to foster a comprehensive understanding of MHCRC's ongoing role, facilitate collaborative decision-making, and produce actionable strategies. The focus is on







aligning with MHCRC's core objectives, confronting the potential implications of evolving sector dynamics, and cultivating a forward-thinking yet practical approach compatible with community needs. Building consensus among member jurisdictions and adopting an updated IGA is crucial for guiding the commission going forward in its efforts to safeguard the public's interests in the long term.

We are committed to supporting the MHCRC in this journey and are open to further discussions to refine our approach to align with your expectations.





# Mt. Hood Cable Regulatory Commission

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

## **COVER SHEET – AGENDA ITEM #R3**

For Commission Meeting: December 18, 2023

“Contract Amendment: Dulles Technology Partners, Inc.”

### **Recommendation:**

Staff recommends that the Commission approve a Contract Amendment with Dulles Technology Partners, Inc for continued licensing and maintenance of the Commission’s grants management system, for a total of \$40,000 over a five-year period.

### **Background**

- The MHCRC originally approved a contract with Dulles Technology Partners, Inc for procurement of, licensing, and maintenance of a grants management system (GMS) in March 2014.
- The original agreement expired in December 2016. An initial Amendment was approved by the Commission in December 2016 for an expiration date of December 31, 2023.
- The scope of work remains unchanged; it includes support and maintenance of the Commission’s grant management system, which is used for grant application submission, grant tracking of both programmatic and financial progress, and Commission review of pre-applications.

Prepared by: Rana DeBey  
November 30, 2023

### Attachments:

Draft Amendment No. 2: Dulles Technology Partners, Inc



**AMENDMENT No. 2**

**Contract No. 35000988**

**CONTRACT FOR PROCUREMENT, LICENSING, AND MAINTENANCE  
OF A GRANTS MANAGEMENT SYSTEM (GMS)**

As authorized by Mt. Hood Cable Regulatory Commission **Resolution No. 2014-02**, this Contract (the "Contract") was made and entered into on the **14th day of March, 2014**, by and between **Dulles Technology Partners Inc** (hereinafter referred to as "Contractor"), a Virginia corporation, hereinafter called "Contractor," and the **Mt. Hood Cable Regulatory Commission**, an intergovernmental entity formed under Oregon Revised Statutes Chapter 190 by the cities of Fairview, Wood Village, Troutdale, Gresham and Portland, and Multnomah County (hereinafter referred to as "MHCRC") by and through their duly authorized representatives. The contract was Amended in December 2016, with an expiration date of December 31, 2023. This Amendment may refer to Contractor and MHCRC individually as a Party or collectively as the Parties.

The effective date of this Amendment is **January 1, 2024**. The purpose of this Amendment is to extend the term of the contract and add to the Contract's Not to Exceed value to compensate the Contractor for five years of additional Maintenance and Support Services and Discretionary costs under the Contract.

The Parties hereby agree to amend the Contract as follows.

1. The expiration date of the Contract is extended to **December 31, 2028**.
2. The total not-to-exceed price for the Extended Term shall not exceed **\$40,000** which shall cover the cost of annual Maintenance and Support Services for five years in accordance with the Contractor's Price attached as Exhibit A to this Amendment and \$10,000 in discretionary funds for customizations as needed. Customizations shall be scoped in accordance with Section 2.10.4 of the Contract and shall be subject to the amended hourly rate noted below.
3. Contractor's Price, is amended as shown on Exhibit A.
4. Section 2.9, Written Notifications, is amended to:

If MHCRC, the project manager:
Name: Rana DeBey
Title: MHCRC Community Grants Manager
Address: 1810 SW Fifth Avenue, Suite 710, Portland, OR 97201
Email: rana@mhcrc.org
Phone: (503) 823-1031

5. Section 4.7, New Releases/Upgrades, is amended to include the understanding that any upgrades of the grants management system will commence as soon as possible, no longer than one year beyond the release of the upgrades.
6. Section 7.1 in Exhibit B, MHCRC Project Manager is amended to:



***Amendment Exhibit A***  
***Contractor's Price – Extended Term***

**Extended Term Prices**

Maintenance and Support Plan:

Maintenance and Support: \$500/month

Discretionary:

Used on an as needed basis and at the sole discretion of the Project Manager. Subject to Project Manager's prior written approval, discretionary costs may include, but are not limited to: Customizations, training, approved travel, and Change Order costs. A blended labor hourly rate of \$125 dollars will be used when performing Change Orders and Customization during the Extended Term. Payment for Customization shall be in accordance with Contract Section 2.10.4.

Total Discretionary costs not to exceed \$10,000.

**Extended Term Not to Exceed Totals**

<b>Subtotals</b>	<b>Cost</b>
<b>Support and Maintenance Fees:</b>	
January 1, 2024 through December 31, 2024	\$ 6,000
January 1, 2025 through December 31, 2025	\$ 6,000
January 1, 2026 through December 31, 2026	\$ 6,000
January 1, 2027 through December 31, 2027	\$ 6,000
January 1, 2028 through December 31, 2028	\$ 6,000
<b>Support and Maintenance not to exceed total for the Extended Term</b>	<b>\$30,000</b>
<b>Discretionary (includes approved travel)</b>	<b>\$10,000</b>
<b>Extended Term not to exceed Grand Total:</b>	<b>\$40,000</b>



# Mt. Hood Cable Regulatory Commission

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

## **COVER SHEET – AGENDA ITEMS #R4**

For Commission Meeting: December 18, 2023

“Community Technology Grant - Off-Cycle Grant Request: City of Portland”

### **Recommendation:**

Staff recommends that the Commission approve the Community Technology grant agreement with the City of Portland for \$179,110.

### **Background:**

At its January 2023 meeting, the Commission selected 18 Pre-Applications to invite to apply for funding. Following the Commission’s decision, MHCRC staff began to engage all 18 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.

Five organizations (RACE TALKS, Lower Boom Foundation, Rosewood Initiative, Resolutions NW, AYCO) withdrew their applications from consideration in the 2023 Community Technology Grants Cycle. The application from the City of Portland was put on hold due to an unavoidable delay in the project development timeline and is now ready for consideration.

Although the application was originally submitted in FY23, if approved, the grant would be a part of the FY2024 grantmaking year. Thus far in FY24, the Commission has awarded \$241,135 of the \$2,000,000 budgeted for grant investments.

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 for Approval - Summary:**

#### **Recommendation:**

“Approve the Community Technology Grant Agreement with the City of Portland for a total of \$179,110.”

#### **Background:**

**Final Grant Request: \$179,109.76** (Pre-Application Grant Request: \$205,974)

**Final Total Project Budget: \$420,619.52** (Pre-Application Total Project Budget: \$413,247)



Public Benefit Area: Improving Service Delivery

**Project Summary:** The City of Portland through the Office of Management and Finance Division of Asset Management is seeking grant funds to take steps toward the remodel of the current Council Chambers within City Hall to expand capacity and accommodate the voter-approved charter reform. To do so, current Council leadership is required to relocate for 12 months to 1900 SW 4th Ave, conference room 2500, during the construction project in City Hall. This space was chosen due to the existing dais that is used by multiple City Bureaus for established community meetings, work sessions, and hearings. The City of Portland will need to upgrade the dais to support hybrid meeting capabilities, install IP based high-definition broadcast quality cameras and video infrastructure. This project also addresses the need for IP based equipment feeds for publication into the City Council Zoom meeting environment. City Staff have been working closely with longstanding partners at Open Signal to coordinate this transition and will continue to do so. This project will ultimately result in the distribution of at minimum, four videos per week (community meetings, work sessions, hearings, Portland City Council meetings), being shared out with the broader community via Open’s Signal’s cable channels. This a straightforward request that serves the City of Portland in improving their continued ability to share government programming with the broader community during this voter-approved transition. Following the move back to the remodeled City Hall space, the 1900 Building will continue to be used for live coverage of budget hearings, and other board and commission meetings.

Attachment: Draft Community Technology Grant Agreement with the City of Portland

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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.

NOTE: Draft Grant Agreements and Attachments

Prepared by:  
Rana DeBey  
November 30, 2023

## AGREEMENT FOR COMMUNITY TECHNOLOGY GRANT

This Agreement is between the Mt. Hood Cable Regulatory Commission (Commission) and the OMF Division of Asset Management/City of Portland (Grantee) (together referred to as the “Parties”).

### RECITALS:

This Agreement is entered into for the purpose of providing the Commission's grant funds for the ‘Grantee's Council Chambers: 1900 Building 2500 Broadcasting Build Out’ project, in an amount not to exceed \$179,109.76.

### AGREEMENT:

#### 1. Grant Amount, Use of Grant

Grantee is awarded a total amount of \$179,109.76 for specific equipment costs related to the Grant project. Grantee shall use the Grant funds exclusively for the purposes outlined in its Grant Application (the "Grant"). The Grant Application is attached to this Agreement as Attachment 1. Grantee shall not use the Grant funds for any purposes other than those set forth in Attachment 1.

#### 2. Project Manager

The Commission's Project Manager shall be Rana DeBey or such other person as shall be designated in writing by the BPS Community Technology Program Manager.

#### 3. Payments

Grantee shall submit periodic invoices for reimbursement of actual capital costs incurred by Grantee related to the approved Grant budget.

Grantee shall use its best efforts to submit invoices for grant-funded expenses incurred in any July 1 - June 30 period (the Commission’s fiscal year) to the Commission according to the following timeline in each year of the grant in which expenses occur:

- In fiscal year Quarter 1 (July 1 – September 30), Quarter 2 (October 1 – December 30) and Quarter 3 (January 1 – March 31), submit invoices incurred during a quarter no later than 45 days after the close of each fiscal quarter.
- In fiscal year Quarter 4 (April 1-June 30), submit any invoices for grant-funded expenses incurring through May 30 by June 15, provide an estimate of anticipated grant-funded expenses incurred during the month of June by June 25, and an invoice for any grant-funded expenses incurred in the month of June by August 15.



Grantee shall submit invoices online through the Commission’s online grants management system using the status report module. The invoice, uploaded as an attachment to the grants management system status report module, shall be on Grantee’s letterhead, signed and dated by an authorized representative of Grantee, addressed to “MHCRC c/o City of Portland”, and include the title of the grant project, the total amount requested for reimbursement and an invoice number. Grantee must also complete an expense line item, an expense report and attach supporting documentation through the grants management system in order to complete and submit the invoice to the Project Manager for review. Supporting documentation shall include copies of receipts or other evidence of payment, for the capital cost amount claimed in the invoice. The Project Manager, at her/his sole discretion, may require additional financial documentation of Grant expenditures.

Upon submission by the Grantee of an invoice, and upon certification by the Project Manager that the invoice is in accordance with this Agreement and any restrictions upon use of the Grant funds, the Commission shall pay to the Grantee the amount as specified in the invoice, not to exceed the total Grant amount, within thirty (30) days from date of the invoice. If the Project Manager finds that the invoice is not in accordance with this Agreement, the Project Manager shall notify the Grantee of the reasons for the disallowance and non-payment.

All invoices for Grant project capital costs must be received by the Commission no later than August 30, 2024 in order to be paid under the Agreement terms. No invoices shall be accepted after this date.

4. Financial Records

Grantee shall account for the Grant funds separately in its books of accounts. Grantee shall charge only Grant-related expenditures against Grant funds.

Grantee agrees to keep accurate and complete financial records that will enable the Commission to easily determine the use of Grant funds and the allocation method of Matching Resources committed by Grantee and Project Partners for the Grant. Grantee shall maintain all financial records related to the Grant for ten (10) years after the termination of this Agreement. Grantee shall provide the Commission prompt access to these records upon request and permit copying as the Commission may require.

5. Reports

Grantee shall submit Interim Status Reports and a Final Status Report (collectively referred to as ‘Report(s)’) to the Project Manager using the Commission’s online grants management system. The Reports shall include both programmatic and financial information as established by the Commission. For a Report to be acceptable to the Project Manager, the Grantee shall document and clearly describe the progress of the grant scope in accordance with the reporting schedule defined below.

Grantee shall submit a Final Status Report no later than August 30, 2024.

Interim and Final Status Reports shall include an accurate and complete financial report of Grant fund and Match fund expenditures. The Report shall include copies of receipts or other evidence of payment for actual grant funded capital costs incurred by Grantee related to the Grant.

The Project Manager, at her/his sole discretion, may require additional programmatic information or financial document of Grant project expenditures. Grantee shall make its books, general organizational and administrative information, documents, papers and records that related to this Agreement or Grantee's performance of services related to this Agreement available for inspection by the Project Manager or other Commission representatives during reasonable business hours following five (5) business days advance written notification from the Project Manager.

Grantee shall immediately provide notice in writing by electronic mail to the Project Manager when Grantee anticipates or realizes any deviation in the Grant project which may result in Grantee's inability to fulfill the Grant project as originally submitted and approved by the Commission.

#### 6. Project and Fiscal Monitoring

The Commission and the Project Manager shall monitor the Grantee's performance on an as needed basis to assure compliance with this Agreement. Such monitoring may include, but are not limited to, on site visits at reasonable times, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of the Grant. The frequency and level of monitoring will be determined by the Project Manager. Grantee shall remain fully responsible at all times for performing the requirements of this Agreement.

#### 7. Audit

Because Commission grant funds are derived from the cable services franchises in Multnomah County, the cable companies may conduct a financial review or audit of Grantee for the purpose of verifying whether use of capital grant funds is in accordance with the requirements of cable franchises related to use of capital grant funds. If the Commission receives notice from a cable company in accordance with the terms of the cable franchises of such audit or review, the Commission's Project Manager shall notify Grantee within 5 business days of receiving the notice, and shall identify to Grantee the relevant financial records of Grantee that the cable company seeks to review. The scope of such audit or review of Grantee shall be consistent with the terms of the applicable cable franchise. Grantee agrees to make such relevant financial records available to cable company's authorized representative for inspection and copying. Such records shall be reviewed during normal business hours at a time and place made

available by Grantee. The Commission's Project Manager shall promptly provide Grantee with written notice of the audit or review's conclusions.

8. Publicity

During the term of this Grant Agreement, Grantee shall use its best efforts to mention the Commission's grant funding in publicity regarding the program(s) that will be supported by the grant funds.

Any publicity shall indicate that the project was made possible by a Grant from the Commission through funds provided by the cable companies. Grantee shall notify the Project Manager before releasing information about the Grant to the press or other news media. The Commission may include information regarding the Grant in periodic public reports.

9. No Other Obligations/Complete Agreement

Grantee acknowledges that, except for the Grant, the Commission has no obligation to provide, and the Commission has not led Grantee to believe in any way (whether expressly or by implication) that the Commission will provide any additional or future assistance, financial or otherwise, either to Grantee or for the Grant project.

This Agreement contains the complete agreement of the parties. This Agreement may not be assigned, nor may any of the Commission's rights be waived, except in writing signed by a duly authorized representative of the Commission. The Commission may specifically enforce, or enjoin a breach of, the provisions of this Agreement, and such rights may be freely assigned or transferred to any other governmental entity by the Commission.

10. Representations

Grantee represents that it has full power and authority, and has obtained all necessary approvals, to accept the Grant, to carry out the terms of the Grant and this Agreement, and to conduct the Grant project in compliance with all applicable laws.

11. Indemnification

Subject to the conditions and limitations of the Oregon Constitution Article XI, Section 9 and the Oregon Tort Claims Act ORS 30.260 to ORS 30.300, Grantee shall hold harmless, defend, and indemnify the Commission, and its officers, agents and employees against all claims, demands, actions, and suits (including all costs) brought against any of them arising from actions or omissions of Grantee and/or its contractors in the performance of this Agreement.

Prevailing wage indemnity. Subject to the conditions and limitations of the Oregon Constitution Article XI, Section 9 and the Oregon Tort Claims Act ORS 30.260 to ORS 30.300, Grantee agrees to indemnify, defend, and hold harmless the MHCRC, its employees, officers, and agents, from and against any claim, suit, or action, including administrative actions, that arise out of Grantee's failure to comply with ORS279C.800 to 279C.870 and any applicable administrative rules or polices.

12. Compliance with Laws

The Commission and Grantee agree to comply with all applicable local, state and federal laws and regulations that apply to the subject matter of this Agreement.

13. Amendment

The Project Manager is authorized to amend the terms and conditions of this Agreement, provided such changes do not increase the Grant amount or the Commission's financial risks or change the purpose of the Grant. If approved, such amendments shall only be effective if in writing, and signed by duly authorized representatives of both Parties. Any change in the amount of the Grant funds or the financial risks under this Agreement must be approved by vote of the Commission.

14. Term of the Agreement

This Agreement becomes effective on January 1, 2024 unless Grantee fails to sign and return the Agreement to the Commission within thirty (30) days of Commission action to approve the Agreement, in which event this Agreement shall be null and void. The term of this Agreement is through, and including, September 30, 2024.

15. Early Termination of Agreement

This Agreement may be terminated prior to the expiration of its term by:

- i. Written notice provided to Grantee from the Commission's Project Manager before any obligations are incurred; or
- ii. Mutual written agreement of the Grantee and Commission's Project

Manager

- iii. Alternatively, the MHCRC may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion.

Termination of this Grant shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receiving a notice of termination, Grantee shall immediately cease all activities under this Grant, unless expressly directed otherwise in writing from the Commission in the notice of termination. Further, upon termination, the Commission and/or Grantee shall deliver to the other party all works-in progress and other property that are or would be deliverables had the Grant been completed. Grantee shall be entitled to receive reasonable compensation as provided for under this Agreement for any satisfactory work completed up until the time of notice of termination.

16. Material Failure to Perform

The Project Manager may terminate this Agreement after determining that Grantee has failed to comply with any material term or condition of this Agreement. It shall be a material breach and cause for termination of this Agreement if Grantee uses grant funds outside the scope of this Agreement.

Notice and Opportunity to Cure. The Project Manager shall give Grantee written notice of the intent to terminate this Agreement, identifying the reasons for such action. Grantee shall have thirty (30) days from the date of the written notice to cure the breach. If the breach is of such nature that it cannot be completely cured by Grantee within the thirty (30) day period, then Grantee shall submit a cure plan to the Project Manager no later than fifteen (15) days from the date of the written notice. Grantee's cure plan shall include actions, steps, and a time period to cure the breach. Grantee must obtain written consent from the Project Manager to proceed with a cure plan under an extended cure period.

No Payment During Cure Period. During the cure period or extended cure period, the Commission is under no obligation to accept or pay invoices submitted by Grantee under this Agreement. Grantee shall not perform services or take actions that would require the Commission to pay grant funds to Grantee without the written consent of the Project Manager. Grantee shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.

Cause for Termination. If Grantee fails to cure the material breach within thirty (30) days of the written notice of termination, or if Grantee executes a cure plan prior to receiving consent to proceed with the cure plan from the Project Manager, then the Commission may, at its sole discretion, require Grantee to refund to the Commission any amounts improperly expended, any unexpended amounts or the full amount of Grant funds paid by the Commission to Grantee for the Grant project in compliance with the terms and conditions of this Agreement.

17. Suspension of Work

The Project Manager may at any time give notice in writing to Grantee to suspend work and expenditure of funds provided under this Agreement. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. Grantee shall immediately suspend work and expenditure of funds to the extent specified. During the period of the suspension Grantee shall properly care for and protect all projects in progress including materials, supplies, and equipment that are on hand for performance of the Grant. The Project Manager may, at any time, withdraw the suspension of work as to all or part of the suspension in written, by electronic mail, notice to Grantee specifying the effective date and scope of withdrawal. Grantee shall then resume diligent performance of the work. In no event shall Grantee be entitled to any incidental or consequential damages because of suspension.

The causes for suspension of work include, but are not to be limited to, Project Manager's concerns about Grantee's ability to complete the Grant in accordance with this Agreement or any other non-compliance with the Agreement.

18. Non-Discrimination

In carrying out activities under this Agreement, Grantee shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, disability or source of income. Grantee shall take actions to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, or disability. Such action 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. Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, disability or source of income. In regard to carrying out activities under this Agreement, Grantee shall further not arbitrarily refuse to provide services to any person and shall not discriminate in offering services on the basis of race, color, religion, age, sex, marital or economic status, national origin, sexual orientation, disability or source of income.

19. Severability

Commission and Grantee agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

20. Choice of Law and Choice of Forum

This Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the Commission and Grantee 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 State of Oregon.

21. Survival

As of the date of termination of this Agreement, any pre-existing unresolved claim or dispute by either Party, including but not limited to, money owed, performance due, or any other obligations of the Parties, that is the result of the other Party's performance or non-performance, will, by their terms, survive termination of this Agreement and will be resolved in accordance with the terms and conditions of this Agreement. All indemnity and unperformed obligations will survive termination of this Agreement. The obligation under Section 5 to submit a Final Report shall also survive termination of this Agreement.

22. Assignment

This Agreement or any interest therein may not be assigned or subcontracted without the prior written consent of the Project Manager. In the event of transfer without prior written consent, the Commission may refuse to carry out this Agreement with either the transferor or the transferee and yet retain and reserve all rights of action for any breach of contract committed by Grantee.

Notwithstanding Grantee's use of any subcontractor for performance of this Agreement, Grantee shall remain obligated for full performance hereunder, and the Commission shall incur no obligation other than its obligations to Grantee under this Agreement. Grantee agrees that if subcontractors are employed in the performance of this Agreement, the Grantee and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

23. Electronic Means

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

24. Notice

Any notice provided for under this Agreement shall be sufficient if in writing and (1) delivered personally to the following addressee, (2) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (3) sent by overnight or commercial air courier

(such as Federal Express), or (4) email addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the Commission:

Attn: Rana DeBey, Project Manager:  
Mt. Hood Cable Regulatory Commission  
c/o City of Portland  
Bureau of Planning & Sustainability  
1810 SW 5<sup>th</sup> Ave, Suite 710  
Portland, OR 97201  
Email: [rana.debey@portlandoregon.gov](mailto:rana.debey@portlandoregon.gov)

If to Grantee:

Attn: James Apple, Information Systems Supervisor  
City of Portland, OMF Bureau of Technology  
3732 SE 99<sup>th</sup> Ave.  
Portland, OR 97266  
Phone: 503-823-8883  
Email: [james.apple@portlandoregon.gov](mailto:james.apple@portlandoregon.gov)

Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three (3) business days after depositing in the United States mail as aforesaid, one (1) business day after shipment by commercial air courier as aforesaid or the same day an email transmission is sent (or the first business day thereafter if sent on a Saturday, Sunday or legal holiday).



AGREEMENT FOR COMMUNITY TECHNOLOGY GRANT: Grantee's Council Chambers:  
1900 Building 2500 Broadcasting Build Out project.

**GRANTEE SIGNATURE:**

**GRANTEE: OMF Division of Asset Management/City of Portland**

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

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

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

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of the City Attorney

**MT. HOOD CABLE REGULATORY COMMISSION SIGNATURES:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mt. Hood Cable Regulatory Commission Chair

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mt. Hood Cable Regulatory Commission Attorney

# 02236 - Portland City Council - Council Chambers - 1900 Building 2500 room broadcasting build out.

## Application Details

**Funding Opportunity:** 01970-2023 Community Technology Grants  
**Funding Opportunity Due Date:**  
**Program Area:** Community Technology Grants  
**Status:** Under Review  
**Stage:** Final Application

**Initial Submit Date:** Sep 13, 2023 5:49 PM  
**Initially Submitted By:** James Apple  
**Last Submit Date:** Dec 1, 2023 5:25 PM  
**Last Submitted By:** James Apple

## Contact Information

### Primary Contact Information

**Active User\*:** Yes  
**Type:** External User  
**Name:** Salutation James R Apple  
First Name Middle Name Last Name  
**Title:** Technology Services - Supervisor II  
**Email\*:** [james.apple@portlandoregon.gov](mailto:james.apple@portlandoregon.gov)  
**Phone\*:** (503) 823-3430 Ext.  
Phone  
###-###-####  
**Fax:** ###-###-####

### Organization Information

**Status\*:** Approved  
**Organization Name\*:** City of Portland  
**Organization Type\*:** Government Agency  
**Tax Id:**  
**Organization Website:**  
**Address\*:** 55 SW Ash Street

Portland Oregon 97204  
City State/Province Postal Code/Zip

**Phone\*:** (503) 823-3694 Ext. ### ##-####  
**Fax:** ### ##-####

## FY21-22 Final Application Project Narrative

### **Project Narrative**

**Total Grant Funds:** \$179,109.76  
**Total Match Funds:** \$369,311.68  
**Total Funds:** \$548,421.44  
**Proposed Technology:** Video production equipment  
**Public Benefit Area:** Improving Service Delivery  
**Select which jurisdiction(s) your project will serve:** Portland  
**Please select the size of your organization's total operating budget:** Greater Than \$2,500,000

In defining the project purpose, applicants must:

- Define a specific need or problem. This includes clearly defining the community or beneficiaries you intend to impact.
- Propose a credible solution and achievable means of addressing identified needs or problems. How will use of the technology address your identified public benefit area and serve your identified community or targeted beneficiaries?
- Describe how you plan to integrate DEI measures into your project, or alternatively, how your project is supported by DEI-focused work within your organization as a whole.

### **Project Purpose:**

The City of Portland is changing its election system and form of government to implement voter-approved charter reforms. Approved in November 2022, Ballot Measure 26-228 includes ranked-choice voting, geographic districts, a bigger city council and new leadership roles. Specifically, the City Council is growing from five (5) Commissioners to Twelve (12) Councilors and a Mayor. This set-in motion the need to remodel the current Council Chambers within City Hall to expand capacity and accommodate this vision.

To do this, current Council leadership is required to relocate for 12 months to 1900 SW 4th Ave, conference room 2500 during the construction project in City Hall. This space was chosen due to the existing dais that is used by multiple City Bureaus, like the Planning Commission, for community meetings, work sessions, and hearings. The desired due date for Council's first in person meeting in room 2500, is January 17<sup>th</sup>, 2024. The urgent timeline is due to City budget conversations that begin in February. These vital meetings are best served in person.

To produce community-accessible gavel-to-gavel video coverage and live cablecast from this location, the City will need to upgrade the dais to support hybrid meeting capabilities, install IP based high definition broadcast quality cameras and video infrastructure. Moving the antiquated and failing analog video equipment from City Hall is not an option. The Office of Management and Finance Facilities team, will build and create an AV control room, alter and upgrade the HVAC infrastructure to provide cooling to the room and equipment, and add dedicated electrical circuits to help bring this vision to life. This is being managed by OMF Capital Project Managers III, Randi Selleck and Caitlin McGehee, and the planning and design of this project has been a partnership between Facilities, the Bureau of Technology Services, and broadcast partners Open Signal.

The project addresses the need for IP based equipment feeds for publication into the City Council Zoom meeting environment. Not every community member has the emotional, physical, or financial means, to attend live proceedings. Hybrid Zoom meetings incorporated into community meetings, makes broader community accessibility possible. Broadcasting to every home, PC, tablet, or smartphone is a necessary equity and inclusion requirement this grant will help support, by providing current Audio/Video IP technologies and capabilities. It also nurtures our long-standing relationship with Open Signal by providing a quality space and AV infrastructure for supporting City and community events, now and into the future. Open Signal currently sends (4) Technicians and a mobile unit to this location for each meeting, requiring hours of set up and take down at extensive cost to the City, Bureau partners, and community members. After the project is complete, it will be (1) Technician, zero mobile units, and a fraction of the labor hours. This sets the room up for longstanding, less labor-intensive use even after City Council moves to the renovated City Hall Council Chambers in January of 2025. The 1900 SW 4th Ave,

conference room 2500 location will continue to be used for public meetings in the future and can serve as a long-term backup location for City Council. Everyone wins.

(This field has a character limit of 10,000)

What project outcomes (no more than four) do you hope to achieve for the identified community or targeted beneficiaries through the use of the proposed technology?

The MHCRC is interested in outcomes related to the use of the technology. You will be asked to report on progress made toward achieving these outcomes in your semi-annual grantee reports.

#### **Measurable Project Outcomes:**

Measurable project outcomes include the following:

1. Complete the hybridization and upgrades of the AV infrastructure in the 2500 conference room, to allow a Zoom or Teams environment for all community meetings, work sessions, and hearings, up to 5 meetings a week/245 annually, that require remote participation for community members that can't attend in person.
2. Complete upgrades to produce and broadcast live cablecast, gavel to gavel coverage, of Portland City Council meetings, work sessions, and hearings from newly constructed AV broadcast room situated across the hallway from the hearings room.
3. Project will serve the community in the long-term by more easily enabling broadcast partner Open Signal to support public meeting broadcast from Conference Room 2500 into the future. This is a workload efficiency, saving dozens of hours per year on set up and tear down for each meeting, and consequently saves money (Tax Dollars) for the public.

(This field has a character limit of 1500)

How will you evaluate progress toward, and achievement of, the project's anticipated outcomes?

The evaluation plan should include evaluation questions, strategies or methodologies to collect data in order to answer the questions and steps to document findings and lessons learned, and should directly tie to the measurable outcomes listed above.

#### **Evaluation Plan:**

Progress and Achievement Questions:

1. Did all dais positions receive necessary equipment and cabling upgrades for engaging Zoom and Teams meeting environments during community meetings, work sessions, and hearings?
2. Did equipment upgrade and cabling of existing baseline AV system achieve the necessary audio improvements and connection handoff to the City's contracted media provider for long term broadcasting of live community proceedings?
3. Did installation of high-definition cameras achieve desired views, angles, and PTZ control for live production broadcast?
4. Are we able to produce and broadcast live cablecast and YouTube coverage of City proceedings with remote participation?

Evaluation Plan:

1. Evaluate performance and functionality requirements to ensure that the system is installed, integrated, and configured properly, and that it operates reliably and consistently.
2. City of Portland, Open Signal, and AV contractor to test all broadcast and meeting scenarios in a live test environment for sign off and reporting to MHCRC grant program for evaluation and acceptance.
3. Evaluate for acceptance, the equipment testing and documentation of the upgraded AV system submitted by the AV contractor.

(This field has a character limit of 2500)

A "Project Partner" is defined as an organization that supplies cash or in-kind resources and/or plays an active role in the planning and implementation of the project. You should present who your project partners are, their respective roles in the project, and specific contribution each partner will make to the project in the form of financial support, equipment, personnel, or other resources.

Please list project partners as confirmed or unconfirmed.

Please include a contact name & email address for each project partner listed. Staff will contact the project partner in order to verify the partnership.

**Project Partners:**

Confirmed – Personnel/Equipment/Other Resources - City of Portland (BTS) – James Apple [james.apple@portlandoregon.gov](mailto:james.apple@portlandoregon.gov)

Confirmed – Financial/Other resources - City of Portland (OMF) – Randi Selleck [randi.selleck@portlandoregon.gov](mailto:randi.selleck@portlandoregon.gov)

Confirmed – Financial/Other resources - City of Portland (OMF) – Caitlin McGehee [caitlin.mcgehee@portlandoregon.gov](mailto:caitlin.mcgehee@portlandoregon.gov)

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**PROJECT FEASIBILITY SECTION includes: Technical Design, Project Start/End Date, Implementation Plan and Project Budget (see Final Application Budget form)**

The Technical Design should specify in detail the proposed technology and equipment to be employed; the rationale in selecting the particular technology; how the technical design supports the project's use of the community media center channels; and the plans for maintaining and upgrading the system or equipment in the future.

**Technical Design:**

The City of Portland and Open Signal's collaborated design, encompasses technology and equipment options familiar to both parties and is represented in the attached excel spreadsheet. These technologies support the required specifications for broadcasting to community media center channels.

Annual maintenance and future upgrades of the proposed system will be managed and paid for, through monthly rental rates, or what we call "Contract Rates" that are based off the collective value of all the equipment installed and its useful life cycle. Those funds are designated and held for the support and upgrades of that system only.

(This field has a character limit of 5000)

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### Proposed Project Start and End Date:

Projects may include timelines of up to 2 years.

**Proposed Start Date (month/year):** January 2024

**Proposed End Date (month/year):** August 2024

The Implementation Plan should include major tasks and milestones in addition to detailed tasks needed to successfully implement the project..

#### Implementation Plan:

Tasks/Milestones –

- 1.) November 2023 to January 2024 – Project acceptance/budget approval if grant received.
- 2.) November 2023 to January 2024 – Submit orders for equipment procurement.
- 3.) November 2023 to January 2024 – Develop and define project schedule with contractor(s).
- 4.) November 2023 to March 2024 – Install, document, test proposed AV system.
- 5.) January 2024 to March 2024 – Schedule live broadcast scenarios in test environment with end users.
- 6.) January 2024 to March 2024 – AV system handoff/acceptance from the stakeholder.
- 7.) January 2024 to March 2024 – First live City Council meeting from room 2500 in the 1900 building.
- 8.) March 2024 to August 2024 – Continued monitoring and reporting

(This field has a character limit of 3000)

### Supplemental Material Attachments

Description	File Name	Type	Size	Upload Date
Equipment List	<a href="#">1900 Building CouncilChambers-1900BldgRoom2500-Grant Application - Revised 11-12-23.pdf</a>	pdf	91 KB	11/12/2023 05:59 PM

### FY20-21 Application Budget Correct

#### Budget Narrative

Budget Narrative:

**Grant Funded** - \$179,109.76

Equipment = AV and Broadcasting Equipment. (See attached list for Audio/Visual/Broadcasting equipment)

**Matching Resources -**

Personnel = City of Portland staff

Bureau of Technology Services – Technology Installation Supervisor-James Apple – Provide daily support of all installation and commissioning activities, contractor oversight, and coordination of all Grant reporting requirements to MHCRC. – \$130.73 Hourly Rate. 10% of FTE hours dedicated to project. 208 hours estimated = \$26,208.00

OMF Facilities – Manager-Randi Selleck – Provide oversight to all aspects of the project. Financials, timelines, contractors, and reporting to Council and target beneficiaries and OMF Director. \$166.50 Hourly Rate. 10% of FTE hours dedicated to project. 208 hours estimated = \$34,632.00

OMF Facilities – Capital Project Manager III-Caitlin McGehee – Provide project coordination over scheduling and project activities. \$166.50 Hourly Rate. 5% of FTE hours dedicated to project. 104 hours estimated = \$17,316.00

Bureau of Technology Services – Technology Project Manager-Shauna Courtney – Provide project coordination and documentation for reporting all aspects of BTS's progress to BTS Director and Project Management Office. – \$123.46 Hourly Rate. 2.5% of FTE hours dedicated to project. 52 hours estimated = \$6419.92

Bureau of Technology Services – Electronics Technician II (Various Staff) Provide technical and installation support to the Audio Visual and Low Voltage contractors. – \$130.73 Hourly Rate. 120 hours estimated = \$15687.60

Bureau of Technology Services – Network Support (Various Staff) Provide technical and installation support of ISP services for new service supporting broadcasts. – \$123.46 Hourly Rate. 40 hours estimated = \$4938.40

**Infrastructure/Facilities Construction –**

Electrical upgrades – \$9,379.00

- 1) Move existing time clock to make room for new sub panel in electric room.
- 2) Install electrical sub panel in 2nd floor electrical closet.
- 3) Install electrical conduit pathway from 2nd floor electrical closet to the proposed AV broadcast room.
- 4) Install (4) dedicated 20-amp circuits in proposed AV broadcasting room.
- 5) Install #6 AWG ground wire and small ground bus in AV broadcast room on fire rated equipment backboard.

6) Provide (2) quad outlets on AV racks.

7) Provide (4) duplex outlets on TV wall.

#### HVAC Upgrades – Estimate \$20,000

1) De-couple Room 2500E from the existing terminal unit.

2) Demo and cap the duct and replace the diffuser with a 2x2 ceiling tile.

3) Install a mini-split (ductless wall mount unit in the room) with the outdoor unit located on the 2<sup>nd</sup> floor patio area on the east side.

#### **Contractual –**

Audio/Visual upgrades, system design, engineering, installation, documentation, testing. – \$47,680.58

1. Replace the existing audio processors with new Biamp processors.
2. Add two HDMI output locations for owner provided monitors on carts.
3. Replace failed Crestron relay card in control system.
4. Replace existing USB PTZ camera with new, PTZ camera.
5. Add USB extension system for extending meeting peripherals to clerk position.
6. Add Crestron touch panel for tech position.
7. Add video converters to translate AV system video to Digital Video suitable for the Open Signal system.
8. Add five ceiling mounted broadcast cameras for Open Signal. This includes provision, installation, and cabling back to the Control Room.

#### Low Voltage Cabling and Installation Services – Estimate \$25K-30K

1. Install, test, and document (12) strand SM fiber from MDF to AV broadcast room.
2. Install, test, and document (12) Cat 6 network cables from IDF to AV control room.
3. Install, test, and document (12) Cat 6 network cables from IDF to Dias.
4. Install (2) 4-post AV racks in AV broadcast room.
5. Install cable raceway for AV cable support between AV racks and AV control desk.



6. Ground all equipment and racks to provided ground bus.

**Miscellaneous –**

Maintenance Service and Life Cycle Replacement costs on 10 year plan. \$179,109.76 divided by 120 months, for monthly rate payment of \$1492.58 billed to OMF Division of Asset Management.

**Line Item Budget**

Cost Category	Grant Funds	Match Amount	Project Total
Personnel	\$0.00	\$105,201.92	\$105,201.92
Education and Training	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$60,000.00	\$60,000.00
Equipment	\$179,109.76	\$0.00	\$179,109.76
Infrastructure/Facilities Construction	\$0.00	\$25,000.00	\$25,000.00
Miscellaneous	\$0.00	\$179,109.76	\$179,109.76
Overhead	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$179,109.76</b>	<b>\$369,311.68</b>	<b>\$548,421.44</b>

**Signature Page**

**Final Application Signature**

**Signature of Duly Authorized Representative\*:** James Apple  
**Date\*:** 09/13/2023  
**Title\*:** Supervisor II  
**Phone\*:** (503) 823-8883  
**E-mail\*:** [james.apple@portlandoregon.gov](mailto:james.apple@portlandoregon.gov)

**2500 Room - Council Chambers at 1900 Building**

Purchase Item/Equipment needed	Number needed	Price	Subtotal	Notes
Backup Carbonite Ultra	1	\$20,000.00	\$20,000.00	Backup switcher, also can be used to enhance capabilities
Touchdrive 2ME panel	1	\$18,000.00	\$18,000.00	Needed for new Carbonite. Additional for remote operation
2500 Room - Panasonic AW-UE150 4K PTZ Camera	5	\$10,896.47	\$54,482.35	Broadcasting camera - High quality image, great sensor for lower light situations.
Panasonic AW-RP150 - PTZ controller	1	\$4,880.00	\$4,880.00	Advanced Joystick Camera Controller
Crestron Electronics C3RY-16	1	\$592.31	\$592.31	3-Series Control Card 16 Relay Ports
Crestron Electronics TS-1070-B-5	1	\$2,792.31	\$2,792.31	10.1 Inch Tabletop Touch Screen, Black Smooth
Decimator 12G-CROSS	2	\$714.28	\$1,428.56	HDMI/SDI 4K Ultra HD Cross Converter with Scaling and Frame Rate Conversion
Extron XTP SR HD 4K	2	\$1,238.46	\$2,476.92	XTP Scaling Receiver for HDMI
Icron 3104 PRO	1	\$1,802.00	\$1,802.00	Icron Raven 3104-PRO USB 3-2-1 4-Port USB 3.2 Over Cat6/7 Extender System - USB C Version
Biamp Systems Tesira AVB-1 CK	2	\$795.38	\$1,590.76	Tesira AVB network card capable of up to 420X420 channel (Card Kit)
Biamp Systems Tesira DAN-1	1	\$1,396.92	\$1,396.92	Audio DSP Dante Card 64 X 64
Biamp Systems Tesira SEC-4	8	\$695.38	\$5,563.04	Analog input card for use with Tesira and server-Io device
Biamp Systems Tesira SERVER-IO	2	\$6,263.08	\$12,526.16	Digital network server
Biamp Systems Tesira SIC-4	1	\$347.69	\$347.69	Modular analog input card for Tesira server and Server-IO device
Biamp Systems Tesira SOC-4	4	\$306.15	\$1,224.60	Modular analog output card for Tesira server and server-IO device
Biamp Systems Tesira STC-2	2	\$601.54	\$1,203.08	Telephone interface card for use with Tesira server and server-IO device
Biamp Systems Tesira SVC-2	1	\$601.54	\$601.54	Voice over internet protocol (VoIP_ card for use with Tesira server and server-IO device
Biamp Systems TesiraCONNECT TC-5D	1	\$1,524.62	\$1,524.62	5-Port expansion device with AVB to Dante bridging
Blackmagic WebPresenter 4K	2	\$675.00	\$1,350.00	<a href="https://www.bhphotovideo.com/c/product/1657117-REG/blackmagic_design_web_presenter_4k.html?ap=y&amp;smp=y">https://www.bhphotovideo.com/c/product/1657117-REG/blackmagic_design_web_presenter_4k.html?ap=y&amp;smp=y</a>
Network Switch with POE++	2	\$2,500.00	\$5,000.00	POE++ powers cameras directly. NOT FOR ROSE NETWORK ACCESS/OUTSIDE ISP ONLY
Cisco Network Switch 3560 + SM Fiber SFP's	1	\$4,000.00	\$4,000.00	Switch for Broadcast Transmission from OpenSignal
AJA Video Capture Device SDI to USB3	3	\$325.00	\$975.00	reliable SDI to USB converter, 1 for Mac Mini Zoom, another for MV input.
AJA Kumo 64X64 12G HDSDI video router	1	\$10,000.00	\$10,000.00	Routeable IO. Makes it easy to reconfigure for different room setups, system layouts.
OpenGear rack chassis (No matter the sticker on them, all made by Ross	1	\$1,498.95	\$1,498.95	Near total Evertz box replacement using just this and 2 analog video reference (for Sync), 4 audio DAs that are sitting unused in MiniMobile OpenGear
OpenGear power supply	1	\$678.95	\$678.95	secondary Power supply, spares
OpenGear AJA HDSDI/12G DA	1	\$789.00	\$789.00	2 of these, and we've more than covered current Evertz setup and added capabilities
Estimated cost of OpenGear Open Captions box	1	\$2,000.00	\$2,000.00	

AJA SDI to Analog embed/Debmedder OpenGear	1	\$835.00	\$835.00	For Xpression audio out. Allows us to decommission that iPod that has been playing one song on loop for a decade.
OpenGear bidirectional SDI/fiber converter	1	\$800.00	\$800.00	inter-building video transmission
Video Patch Panel Canare 32MCKA-ST	1	\$3,400.00	\$3,400.00	Something goes wrong electrically with the router? Need to patch something in a wierd way?
Streamdeck XLS	1	\$250.00	\$250.00	Video control interface
Video record Decks, Blackmagic	1	\$1,600.00	\$1,600.00	
Video Record SSDs	1	\$100.00	\$100.00	
Zoom computer and needed IO accesories	1	\$2,000.00	\$2,000.00	
TF-Rack Audio Mixer	1	\$2,500.00	\$2,500.00	
New Monitor displays	1	\$1,000.00	\$1,000.00	for viewing/monitoring video signals
AJA Utap	1	\$400.00	\$400.00	Dedicated for multiviwer remote viewing on Utility PC
New Utility Computer	1	\$3,000.00	\$3,000.00	To handle Multiview access, Companion control, minizing reliance of graphics computer for everything
AJA FS2	1	\$4,500.00	\$4,500.00	Video processing/conversion
				<b>\$179,109.76</b>



# 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: December 18, 2023

“Community Technology Grant Amendment: CETI”

### **Staff Recommendation**

Staff recommends that the Commission approve an amendment to the current grant agreement with CETI for an additional grant award amount of \$75,000.

### **Background/Discussion**

The Commission approved a grant agreement in May 2023 in the amount of \$74,000 for the purpose of providing the Commission’s grant funds for CETI’s Interactive Multichannel Storytelling project. The agreement is set to expire October 2024.

Grantee’s work continues to expand in terms of content, community partnerships, and production value, in large part to the Commission’s investments in the project. Increased numbers of community participants have expressed interest in learning how to use the video wall and creating video content utilizing the video wall, and Grantee requires more video technology to support greater access to workshops and lab hours. Grantee requests additional funding to (1) cover changes in increased cost of LED wall due to inflation; (2) support the training of an additional 25 educators/professionals (for a revised total of 50) from marginalized communities; and (3) to produce an additional three videos (for a revised total of 5) of training/workshops; and (4) to use the video wall and tiles in public shows, and to extend the term of the Agreement to allow time to implement the expanded services.

The additional grant award of \$75,000 combined with the already granted amount will bring the total grant award amount to \$149,000.

**Attachments:** CETI Amendment (Final Draft)

Prepared By: Rana DeBey  
December 1, 2023



AMENDMENT 1 FOR COMMUNITY TECHNOLOGY GRANT

This is an Amendment to the Agreement for Community Technology Grant (Agreement) between the Mt. Hood Cable Regulatory Commission (Commission) and CETI (Grantee) (together referred to as the "Parties").

RECITALS

1. The Commission approved an Agreement in May 2023 for the purpose of providing the Commission's grant funds for the Grantee's Interactive Multichannel Storytelling project. The Agreement is set to expire October 31, 2024.
2. Grantee's work continues to expand in terms of content, community partnerships, and production value, in large part to the Commission's investments in the project. Increased numbers of community participants have expressed interest in learning how to use the video wall and creating video content utilizing the video wall, and Grantee requires more video technology to support greater access to workshops and lab hours. Grantee requests additional funding to (1) cover changes in increased cost of LED wall due to inflation; (2) support the training of an additional 25 educators/professionals from marginalized communities; and (3) to produce an additional three videos of training/workshops; and (4) to use the video wall and tiles in public shows, and to extend the term of the Agreement to allow time to implement the expanded services.
3. This Amendment awards additional grant funds in the amount of \$75,000 in support of the project expansion as described in Attachment A to this Amendment.
4. This Amendment extends the term of the Agreement through December 31, 2024.
5. Any change in the amount of the Grant funds or the financial risks under this Agreement must be approved by vote of the Commission. Agreement Section 13.

AGREEMENT

1. Agreement, Section 1, Grant Amount, Use of Grant, is amended to include an additional grant award of \$75,000, for a total grant award amount of \$149,000 for specific capital costs related to the revised grant project as described in Attachment A.
2. Agreement Section 5, Reports, is amended to include that the Grantee submit a Final Report by November 30, 2024, summarizing the activities and accomplishments of the entire Grant.
3. Agreement Section 14, Term of the Agreement, is amended to extend the term of the Agreement through, and including, December 31, 2024.
4. All other terms of the Agreement shall remain the same.

**CETI:**

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

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

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

**Mt. Hood Cable Regulatory Commission:**

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

Julia DeGraw, Commission Chair

Date:

Approved as to Form:

\_\_\_\_\_  
Commission Legal Counsel

## ATTACHMENT A: REVISED PROJECT PLAN

### **Multichannel Interactive Storytelling: Amended Draft**

(1) rationale for the change necessary for the current grant project along with updates/changes to the (2) timeline, (3) measurable project outcomes, and (4) line-item budget and narrative.

#### **Rationale:**

This past summer, we successfully held workshops and trainings during institutes (8 weeks in total including 3 for about 25 RAHS/POIC students and the rest for a broad diverse community) that helped train to create content for the video wall and augmented stories for the multichannel storytelling. What we discovered (we borrowed a lot of tech from PSU and used some of our own) was that people were really interested in different technologies to create content, more prosumer rather than traditional expensive film and video tech. Creators wanted to work more with small portable recording devices - with phones and ipad pros, 360 cameras, depth sensing cameras, spatial audio and video recorders and prototypers, to capture content, create assets. They were very interested in creating spatial content using scanned objects to edit and incorporate into their videos. And many have been coming back during lab hours hoping to get one-on-one help to do this. However, we don't have the tech for creation - we have perhaps one here and there and they are old and need more to run our 8 - 20 person workshops, project sessions, and trainings. Our previous grant requested just funding for the video wall (although due to various industry pressures (supply, inflation, materials, labor cost) even that is more expensive than budgeted esp. Since Planar did not have availability/staffing for a few months). So, our amended request is to adequately fund the wall and to fund the tech needed to create the content.

We have already held one set of workshops cobbling together the tech needed for training. This will allow us to offer more coherent workshops, lab hours, and project sessions as part of our year-round institutes in 2024 and train many more individuals to prepare for these interactive/immersive multichannel storytelling experiences.

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#### **Amended Timeline/Implementation Plan**

**June 2023:** Grant starts.  
Spec out the video wall.

**July August 2023:** Design curriculum for training and hire instructors.

Offer 1–3 workshops on creating content for the video wall, how to program, and how to incorporate live data. Stream workshops for wider access.

**Fall 2023 - Jan 2024:** Purchase the video wall and when it arrives, install and test programmed content (these walls are tricky to install initially). Train CETI Personnel on wall

**Spring 2024:** Hold workshops and trainings on Create collaborative content for the Wall and show CETI Constellations at the Portland Winter Light Festival. Capture/document content. Share content with community media channels.

Hold Open Lab hours for informal/community one-one one trainings for content creation.

Hold more collaborative creation sessions for the wall for AR/interactive storytelling projects

**Summer 2024** Hold workshops on content creation and programming for new participants for the Enchanted tech Summer festival. Lead participant creation on video wall for September show.

**Fall 2024;** Capture/document content. Create and prep video to stream

Share video content with community media and create final reports.

**Grant ends: Dec 2024.**

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### **Measurable Outcomes**

1. We will train at least **50** students, educators and professionals from communities previously marginalized or under-represented in tech and emerging media. This includes women, bipoc, lgbtq+, low-income, and disabilities communities. These participants will also engage in content creation for a show using the technology. We will create a documentation video for the show to be streamed on the community media channels.
2. We will generate at least **5** videos of training/workshops to provide greater access to the content for a broad local audience. We will share this with Open Signals Media Channels. We will also have at least one speaker video who creates video wall content.
3. We will use the video wall and tiles in at least one show or project open to the public.



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## **Technical Design**

We will be using Planar/Lenard video walls, a local company who are experts in creating video walls and controllers (both custom and off-the-shelf).

The video wall will be approximately 12 foot long by 9 ft high with multiple tiles. We will use an LED wall with features similar to a Clarity® Matrix® G3 LCD Video Wall System: low-voltage without requiring installation of electrical systems; high-resolution visuals, and advanced video processing. We would like the wall to be a source for displaying a range of information including generative video, recorded video, real-time maps, live videos and more. We will have a mobile option off-board power supplies and would want the wall to be visible in daylight.

We will use the off board and web-based control Planar WallDirector Software. The compact and scalable WallDirector Video Controller will drive the video wall at native resolution while the corresponding web-based management software supports set-up, configuration, operation and monitoring. The controller captures multiple 4K inputs and can be stacked with additional controllers for more video inputs, which includes presets for setup, configuration and recalling windowing layouts; the Planar Big Picture Plus Video Wall Processing enables users to simultaneously view ultra-high resolution content from several independent sources, scaling content across the entire video wall or any section. It also facilitates Picture-in-Picture; and the Planar WallSync to automatically ensure perfectly synchronized video playback without manual configuration. The display solution meets the requirements of the Americans with Disabilities Act (ADA) Standards for Accessible Design.

We will add the Planar® ERO™ (Extended Ruggedness and Optics™) to ensure sustainability in high-traffic and interactive environments that extends durability of the equipment. If needed, we will integrate the virtual wall with a computing cluster to aggregate multiple sources of information and display it in different layouts.

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## **Budget Narrative**

### PERSONNEL

CETI is a volunteer organization. For the moment, all our personnel and staff are either volunteer or are paid as consultants and contractors.

**Project Director.** The Project Director will oversee all aspects of the grant project.

Responsibilities will include ensuring that budget and timeline targets are met, selecting contractors and consultants, putting together a team, preparing reports, working with the evaluation consultant to develop the project evaluation and supervising the project staff and implementation. In addition, the Project Director will conduct outreach to the target beneficiaries. The Project Director will work at a rate of \$150/hr for 130 hours for a cost to the project of \$19,500

**Grant Funds:** \$0

**Match:** \$19,500

**Project Support.** We will have between 5 – 10 personnel who will help with scheduling, organizing institutes, outreach, recruiting partners and participants, communications and web and social media, help with editing and postproduction, ensure video distribution via the community channels and planning and evaluation; technical support and help instructors during trainings. An estimated total of about 200 hours at \$50 - \$100/hr. The total cost to the project will be \$15,000.

**Technology Installation/Maintenance.** PSU College of the Arts Technology Staff will help procure and install grant technology and will provide ongoing maintenance for the project's equipment. Estimated Cost (rate \$75/hr): 50 hrs initial procurement + installation + 4 hrs a month for the duration of project).

**Grant Funds:** \$0

**Match:** \$9,150

**Grant Funds:** \$0

**Match:** \$ 43,150

Total Personnel Costs: \$43,150

#### EDUCATION AND TRAINING

Cost of training lead personnel on the setting up the tiles (likely provided by Planar (\$250/hr \*8 hrs) and cost of training CETI personnel by lead personnel on same (\$100/hr\*20 hrs)

**Grant Funds:** \$2000

**Match:** \$2000

Total Education/Training Costs \$4000

## TRAVEL

We do not anticipate travel.

**Grant Funds:** \$0

**Match:** \$0

Total Travel Costs: \$0

## CONTRACTUAL

**Workshop/Training Instructors and Lab Support.** Instructors will train participants to create content for the video wall including generative content, live data and map feeds. At an hourly rate of \$100, for an estimated total of around 500 hours. Instructors will each also provide career opportunity presentations and mentoring to youth, students, families, and the community around potential education and career pathways to continue this work. In addition, we will offer one-on one training and mentoring in the lab for a total of 300 hours at \$50/hr. The total cost to the project will be about \$65,000.

**Grant Funds:** \$0

**Match:** \$65,000

**Evaluation Consultant:** An evaluation consultant/team from the CETI community will work with project staff to provide ongoing assessment support. The selected consultant will refine the evaluation plan, design the evaluation survey instruments, collect and analyze evaluation data, and prepare a report. It is estimated that the consultant will work for a total of 3 days at a rate of \$1000 per day. Total cost: \$3,000. (In-kind unless we get another grant approved)

**Grant Funds:** \$0

**Match:** \$3,000

Total Contractual Costs: \$68,000

## EQUIPMENT

Technology requests from MHCRC:

The technology for the project includes a 16x12 (or based on cost 12x9) LED video wall from Planar made up of 8 to 12 led tiles, off board video controllers and programmable computer components, system mounts, appropriate software and touch interactivity. Details in the

technical design. The wall will actually cost more than originally requested due to increased costs of materials and labor and delayed availability. **\$90,000**

**Additional Technology Requested** for Creating 2D and 3D video and spatial video content  
**\$55,000:**

- A video camera kit (including a Sony A9III mirrorless camera (8K, global shutter) + extra lenses, batteries, case, cables, tripod with moving head, soft lighting kit).
- mics (rode wireless Pro 92) and Sennheiser shotgun (1))
- insta360 8K cameras (3) and insta360 action camera (2) (3D video)
- interacting with content: depth sensing camera (intel Real Sense x3)
- ipad Pros (3)) and iphone 15 Pro max (2) for creating video content, scanning and viewing /interacting with XR content on video walls
- spatial video content (einscan H2 3d scanner, Apple vision (2))
- External harddrives for storage (mobile (samsung) and desktop (seagate))
- Macbook M3 Max (2) for 8K + spatial video editing and production.

CETI will provide use of advanced desktops and software, streaming and recording tech, spatial audio, video and xr headsets, as well as a few video creation tech for designing and creating content, editing, and production. \$15,000

**Grant Funds:** \$145,000

**Match:** \$15,000

Technology Loan from Partners

Open Signal has agreed to a long-term loan of some VR production technology for the project of around \$2000. In addition, PSU College of the Arts will allow us access to some video equipment (lighting, green screens, tripods, etc., a video production station). The technology we have requested from the grant does not duplicate any of this. We are not completely aware of the cost of the loan but estimate it to be around \$4750.

**Grant Funds:** \$0

**Match:** \$6,750

Total Equipment Costs: \$ 166,750

**INFRASTRUCTURE CONSTRUCTION/FACILITIES CONSTRUCTION**

Build out of PSU Lab space for CETI projects --- electrical and ethernet port connections, video wall mounts and supports, projection, locks, etc. donation of labor and materials

**Grant Funds:** \$0

**Match:** \$ 10,000

Total Infrastructure/Facilities Costs: \$10000

MISCELLANEOUS

Costs of meetings with salespeople at PLanar, an engin design team, transportation to test solutions. communications for events and final launch.

**Grant Funds:** \$0

**Match:** \$ 500

Cost of spaces for video wall, for workshops, for showing final work in launch.

PSU will offer CETI a main secure lab space and utilities/security in the Fariborz Maseeh Hall as well as reservable other spaces for projects) (In-kind).

**Grant Funds:** \$0

**Match:** \$2,500

Total Miscellaneous Costs: \$3,000

OVERHEAD COSTS

This includes a 3.5% overhead for financial accounting and personnel time tracking systems, utilities, insurance for tech and events, office supplies, and office space/accounts necessary to support this project. We have added this cost partially to our grant request.

**Grant Funds:** \$2.000

**Match:** \$3,000

Total Overhead Costs: \$5,000

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<b>Category</b>	<b>Grant Funds</b>	<b>Matching funds</b>	<b>Project Total</b>
Personnel	\$0.00	<b>\$43,150.00</b>	\$43,150.00
Education and Training	\$2,000.00	\$2,000.00	\$4,000.00
Travel	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	<b>\$68,000.00</b>	\$68,000.00
Equipment	<b>\$145,000.00</b>	<b>\$21,750.00</b>	\$166,750.00
Infrastructure/Facilities (Construction)	\$0.00	\$10,000.00	\$10,000.00
Miscellaneous	\$0.00	<b>\$3,000.00</b>	\$3,000.00
Overhead	\$2,000.00	\$3,000.00	\$5,000.00
<b>Total</b>	<b>\$149,000.00</b>	<b>\$150,900.00</b>	<b>\$299,900.00</b>