



# Mt. Hood Cable Regulatory Commission

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

## MEETING NOTIFICATION

September 19, 2022

6:30 p.m.

**In-Person:** MetroEast, 829 NE 8<sup>th</sup> Street, Gresham, OR 97030

- Or -

**Virtually:** Join Zoom Meeting

<https://us02web.zoom.us/j/85430067519?pwd=qo5wdbZLCbVChKeEQ7BqZ7gXmXOnKh.1>

Meeting ID: 854 3006 7519

Passcode: 106746

One tap mobile

+13462487799,,85430067519# US (Houston)

+14086380968,,85430067519# US (San Jose)

## AGENDA

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

### \*CONSENT AGENDA – NO DISCUSSION

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

- C1. June 27, 2022 Meeting Minutes



**REGULAR AGENDA**

- \*R1. Launch the 2023 Community Technology Grant Cycle 5 min
- \*R2. Off-Cycle Grant Requests: Portland Community College and Open Signal 10 min

- Staff Activity Reports and Updates
  - Comcast and Ziplly Cable Franchise Renewal Negotiations
  - NATOA Conference
  - FY21-22 MHCRC Fund Audit Schedule
  - FY22-23 Budget Process
  - FY21-22 Consumer Complaints
  - Community Media Center Contract Renewal
- Committee Reports
  - Finance Committee
  - Equity Committee
  - Policy Committee
  - Open Signal Board Appointee
  - MetroEast Board Appointee
- New Business; Commissioner Open Comment Meeting Schedule:
  - October 17, 2022 – Hybrid: In-person space hosted by Open Signal
  - November 2022: Recess
  - December 19, 2022 – Hybrid: In-person space hosted by MetroEast
  - January 23, 2023 (4<sup>th</sup> Monday due to holiday) - Hybrid: In-person space hosted by Open Signal
  - Late February/early March 2023 - Annual Planning Retreat (TBD)
  - March 20<sup>th</sup>, 2023 – Hybrid: In-person space hosted by MetroEast
  - April 2023: Recess
  - May 15, 2023 – Hybrid: In-person space hosted by Open Signal
  - June 26, 2023 (4<sup>th</sup> Monday due to holiday) – Hybrid In-person space hosted by MetroEast
- Public Comment
- Adjourn

\*Denotes possible action item

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

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## **CONSENT AGENDA – NO DISCUSSION**

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MT. HOOD CABLE REGULATORY COMMISSION

Remote Meeting via phone or computer – Portland OR

June 27, 2022 Meeting Minutes –[DRAFT](#)

## SUMMARY MINUTES

**Call to Order** 6:32 PM

### Roll Call

*Present:* Commissioner Dennerline, Commissioner Goodlow, Commissioner Thomas, Commissioner Wagner, Vice Chair Harden, Chair Studenmund

*Absent:* Commissioner DeGraw, Commissioner Roche

Chair Studenmund welcomed new Commissioners Leslie Goodlow (Portland) and Cherri Wagner (Gresham). Commission members and staff provided short introductions of themselves and their roles. Additionally, Tim Goodman, Senior Director of Government Regulatory Affairs for Comcast provided an introduction.

Chair Studenmund recognized Vice Chair Harden for his service. He was virtually presented with a certificate of appreciation and plaque acknowledging his dedication and service to the MHCRC. Commissioners and staff shared sentiments of thankfulness and appreciation for his ongoing dedication, work, and service to the communities served by the MHCRC.

### Agenda Review

- Disclosures: None reported.
- Public Comment (non-agenda items): No public comment.
- Community Media Center Updates:
  - MetroEast was represented by Seth Ring, Director of Education and Volunteers. Ring shared a PowerPoint presentation and went through education projects and production efforts. MetroEast completed a digital inclusion class, “Welcome to Computers” with Wood Village. They are currently working with a new cohort with Digital Art Night—also known as Digital Media Navigators—teaching Rohingya and Latin American community groups introductory media abilities that also help them learn integrated skills in digital skills. Jessica Wu, MetroEast Director of Digital Equity and Conclusion is running this project and they will be doing a food-based DIY video program for this project. In Youth Media Education, MetroEast loaned out iPads to Gresham-Barlow School District after doing several classes with them and Family and Friends Mentoring to have an iPad “Film with Your Phone” workshop, with a goal to help youth create films about their





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experience with family and friends. MetroEast just finished a project with De La Salle High School students doing a digital portfolio class where they created their own webpage that had a personal statement film that talked about what they want to do with their life and what kind of person they are. The idea being that this is something they can put on their resume for college or employment. They did a project with Global Works Community Fund, where they take disadvantaged youth to Costa Rica to do community service tours. MetroEast trained youth with iPads to document their experience with Global Works and eventually help them get more funding. They wrapped up a YouTube/Tik Tok video camp with the library. They will be partnering with the City of Gresham to offer media pops during Gresham's "Summer Kids in the Park" series, in several East County parks. They are working with POW Girls again—Portland Oregon Women's Film Festival—their workshop introduces young women and gender nonbinary individuals to filmmaking changing a trend in Hollywood that is currently only comprised of 5% women filmmakers. They will be doing a studio update, upgrading all of their cameras to 4K Black Magic Cameras, which will create much higher quality video. They've hosted their first Producers Corner event since the COVID-19 pandemic started, an opportunity to network and learn and conducted a software and equipment refresher course. With the Mobile Media Lab, they did an extensive photo shoot with volunteers and class participants. They are working with WIC Oregon to produce videos in Spanish and Russian on iron and why it's important, and in eight other languages as well. They will be assisting Oregon Department of Justice Washington County Courts on updating and revising their past videos. They completed a pesticide project lawn care video for greener environmentally friendly lawn care. They were approached by Gresham-Barlow School District to film the results from a comprehensive student survey about their classroom experience with actors in the place of students so that the larger community could hear about student responses to the survey. They will be working with Reynolds School District to provide youth enrichment programs during the summer.

- Open Signal was represented by Jim Bruce, Director of Information Systems and Production Services. Bruce shared a PowerPoint presentation. Production Services has been expanding and continuing to provide services to the City of Portland City Council, numerous City Departments, and Community Groups. They have been working with the City Bureau of Technology Services closely to modify the City Council Chambers to support a hybrid in-person and online meeting format. These services have never been done before and add immense value to the civic functions they support. They also continue to support the community through fee-for-service video productions, ranging from live-streaming to full-service productions for local non-profits and community organizations. They have expanded to support local conferences with online streaming of events. The Open Signal production crew has been helping to place staff for larger events such as concerts and sporting events. Two recent events include an OMSI screening on June 2, 2022, and Juneteenth make-a-thon. The OMSI Screening was in celebration of their partnership with Outside the Frame, teaching 360-degree media to





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youth during the pandemic. About 200 people attended the two screenings, including Multnomah County Commissioner Sharon Meieran, Tim Williams of Oregon Film, and a whole lot of youth from Outside the Frame. Bruce described it as a very fun event that brought together their respective communities that provided crossover as well. The Juneteenth make-a-thon on June 18, 2022, brought together two teams to create music videos from start to finish in just one day. Bruce described the results as extremely impressive and very creative. They held a screening at the end of the night to show the completed works and celebrate everyone's efforts with food and drinks. They have held this event once before the COVID-19 pandemic and are planning on making it an annual event as part of their membership program. This past weekend, Open Signal held a screening for their most recent production cohorts, sharing the work they created with personalized training and production support from their staff over the course of six months; their staff really loves community events, and Bruce states it felt good to convene people in person again. Next up in July, they will have a community swap of media equipment, clothing, and household items. In August they'll host a barbeque in honor of Open Signal's 40th anniversary as an organization—leaning into their role as not only a media center, but also a community hub. A couple of Open Signal staff members are out this week at the Alliance for Community Media conference in Chicago, convening with and learning from other community media centers across the country. They are presenting in three separate conference sessions about our shared leadership model, values-based fundraising, and about new educational models. Open Signal staff continue to work their board pretty heavily on some strategic planning and anticipate that results will be tied closely to the grant agreement revision with the City of Portland that will be conducted over the next year. Bruce anticipates having concrete updates for the MHCRC in the Autumn of 2022.

- Franchisee Activity Reports
  - Ziplly: No Report Provided.
  - Comcast: Tim Goodman represented Comcast and provided no updates.

## **\*CONSENT AGENDA – NO DISCUSSION**

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C1. May 23, 2022 Meeting Minutes

**MOTION:** Commissioner Dennerline moved to approve the May 23, 2022 Meeting Minutes. Commissioner Goodlow seconded.

**VOTE:** Motion passed with 6 votes in favor and 0 against.





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## REGULAR AGENDA

### \*R1. Community Technology Grant Agreements: 2022 Cycle

Rana DeBey said staff recommends that the Commission approve the following four Community Technology grant agreements: Portland State University for \$85,675.00, Somali American Council of Oregon for \$43,835.00, Black Community of Portland (fiscal sponsor of Day One Tech) for \$34,790.00, and NW Alliance for Alternative Media and Education (NAAME) for \$95,627.00. DeBey gave an overview of the Commission's decision-making process:

- At its January meeting, the Commission selected 13 Pre-Applications to invite to apply for funding.
- Following the Commission's decision, MHCRC staff began to engage all 13 applicants in a process to complete full grant applications and contracts. In follow-up to specific Commissioner comments at the January meeting, staff collaborated with applicants to develop final project plans that clearly define measurable outcomes and evaluation measures, expand on programmatic details surrounding beneficiaries, and the development of a detailed project budget that identify the matching resources necessary to successfully implement the project.
- Three organizations (Open Signal, Mapping Action Collective, Resolutions Northwest) have since withdrawn their applications from consideration in the 2022 Community Technology Grants Cycle.
- At the May meeting, the MHCRC approved six grants totaling \$532,416.
- MHCRC staff has reached agreement with the four remaining applicants on final grant agreements recommended for approval for a total amount of \$259,927.00 in grant funds. If the MHCRC chooses to award grants to the four applicants today, the MHCRC will have invested a total of \$792,343.87 into the community during the Community Technology FY21-22 cycle.

#### A. Grant Agreement: Portland State University

DeBey said staff recommends approving the Community Technology Grant Agreement with Portland State University for a total of \$85,675. The "Fifty Years after Title IX: Portland Women in Sports" project seeks to tell a multi-tiered story about women in sports as experienced by Portland-area female and non-binary athletes. Approximately 96 undergraduate students in the School of Film will work with production professors across six courses to produce three 60-minute programs for broadcast on both MetroEast Community Media and Open Signal. The produced programs will include game play, studio segments, short documentaries, and athlete profiles from the Oregon Ravens football team, associated with a small independent women's football league. Students will gain valuable training in a variety of professional technology and production processes including both studio webcasting and multi-camera field production. Ultimately, the project seeks to amplify the stories of groups often underrepresented in the media industry – both by telling the stories of seeking the benefits of athletic competition in a culture that often fails to





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support women's endeavors and by offering workforce technical training and creative storytelling skills in medic production to a diverse group of PSU students. Portland State University is a current MHCRC grantee in support of the Center for Documentary Filmmaking and Production project, awarded in 2021. In response to Commissioner comment at the January meeting, the applicant further clarified why they do not have the ability to share equipment with other PSU departments.

In response to Commissioner Wagner's question about their use of funding for equipment, DeBey confirmed they will buy equipment to create these documentaries. Commissioner Goodlow posited it sounds like a great project and a good use of the money.

**MOTION:** Commissioner Harden moved to approve the Community Technology Grant Agreement with Portland State University for a total of \$85,675. Commissioner Dennerline seconded.

**VOTE:** Motion passed with 6 votes in favor and 0 against.

## B. Grant Agreement: Somali American Council of Oregon

DeBey said staff recommends approving the Community Technology Grant Agreement with the Somali American Council of Oregon for a total of \$43,835. The "Transforming Community Through Technology During a Digital Age" project aims to (a) provide local Somali youth opportunities to develop knowledge and skills to thrive, and (b) to ensure that Somali youth have accurate information about tobacco's impacts on health. National research suggests that Somali immigrants and refugees use significantly more tobacco than the overall population; SACOO staff have observed this unsettling trend in the Portland area. SACOO staff plans to engage five cohorts of youth (a total of 65 youth) in three-month sessions where they will learn technical skills in video production as well as the health risks of tobacco use. Youth will be recruited from Somali communities at mosques and local area high schools and will receive a stipend to participate in the training program. Alongside engaging in a social-emotional skills curriculum, they will generate a minimum of six videos designed to help young people understand the risks of tobacco use and tips on how to avoid and/or reduce their current usage. The video content will be broadcast through both Open Signal and MetroEast Community Media and incorporated into a new SACOO program based at David Douglas High School which also seeks to prevent and reduce tobacco usage among Somali teens in that community. In response to Commissioner comment at the January meeting, staff worked with the applicant through the creation of a variety show to clarify and review the submitted project budget. The initial grant request was reduced to only include eligible capital costs. The original grant request included equipment line-items that were not eligible for grant funding.





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Commissioner Thomas said the videos produced will have influence way beyond the youth, who will take this back and share the videos and their experiences in the larger community and posited that smoking in the underage demographic is way too high.

**MOTION:** Commissioner Wagner moved to approve the Community Technology Grant Agreement with the Somali American Council of Oregon for a total of \$43,835. Commissioner Harden seconded.

**VOTE:** Motion passed with 6 votes in favor and 0 against.

## C. Grant Agreement: Black Community of Portland (DOT)

DeBey said staff recommends approving the Community Technology Grant Agreement with the Black Community of Portland for a total of \$34,790. Day One Tech (DOT) operates under fiscal sponsorship of the Black Community of Portland (BCP). The contract will be with BCP in support of Day One Tech's project. Day One Tech staff will be implementing the project and submitting the reporting. The Day One Tech "Variety Show for Culturally Responsive Education and Entertainment" project aims to purchase audio and video recording equipment to implement entry-level video production skills training opportunities for youth and their families in East County. DOT seeks to incorporate video production into their weekly program offerings at the DOT Media Center and in conjunction with a large variety of established community partners including the Portland Boys and Girls Club, REAP, Reynolds School District, Parkrose School District and more. Youth will participate in culturally relevant STEAM-based programs while receiving training on how to create STEAM instructional videos that highlight Black, Brown, and Indigenous talent and creators. Media content will be designed by youth and mentors and include mini documentaries of DOT programs and footage of community in action both in and outside the program. The clips and instructional videos will be edited into a "variety show" format, shared out on social media and broadcast on MetroEast Community Media. DOT anticipates training a minimum of 60 youth and 20 adults to use the video equipment and production and hopes to use this project as a launching pad to establish a regular "kids news network" that will live on indefinitely. Overall, DOT seeks to increase cultural representation on television and provide equitable access to media education (both TV and video production) pathways to communities of color in East County. In response to Commissioner comment at the January meeting, staff worked with the applicant to clarify the types of training and educational content provided as well as which community media center DOT would use to share out content.

**MOTION:** Commissioner Dennerline moved to approve the Community Technology Grant Agreement with the Black Community of Portland for a total of \$34,790. Commissioner Harden seconded.

**VOTE:** Motion passed with 6 votes in favor and 0 against.





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### D. Grant Agreement: NW Alliance for Alternative Media and Education

DeBey said staff recommends approving the Community Technology Grant Agreement with the NW Alliance for Alternative Media (NAAME) for a total of \$95,627. The “Keys, Beats, Bars: From Pier to Peers Music Video” Project will provide opportunities for 50 justice-involved, at-risk minority youth (ages 14 to 25) who have suffered from several layers of trauma such as displaced family backgrounds, abuse/neglect, drug/alcohol abuse, detention, and incarceration. Youth will have the opportunity to bolster social/emotional skills while learning the technical skills necessary to produce high quality and professional audio and video projects to be shared out online and broadcast on Open Signal. A minimum of 10 produced music videos will feature youth talent and cover diverse musical topics. Keys, Beats, Bars (KBB) plans to recruit youth participants through established community partners such as the Social Justice Action Center, Right 2 Survive, Ascending Flow Youth Organization, and 1 World Chorus. Youth will have the option of participating in field trips to local media maker studios in addition to programming offered onsite at various partner sites. Programming at Ascending Flow will take place onsite as the youth are in foster/DHS custody, for 2 to 4 hours every other week for five weeks. Ultimately, KBB’s primary goal is to reduce delinquency and recidivism by building up the strengths of the youth participants through positive social context, self-reflection, and skills-building. The grant request increased by \$18,127 from the initial pre-application due to a more detailed and rigorous research process on the equipment needed to complete the project successfully as well as increased equipment costs due to inflation. NAAME’s Keys, Beats, Bars program was a previous MHCRC grant recipient (2019; award amount \$33,874) and met all outcomes of the grant program satisfactorily.

In response to a question from Commissioner Dennerline about the history of their grant awards from MHCRC, DeBey shared that 2019 was the first year for this project, but that NAAME did receive an MHCRC grant award for a different project called “Voices of Wisdom: Modern Mythology”.

In response to a question from Commissioner Wagner about kinds of success programs like this have, DeBey shared that this program has been operating for at least 4 years and they have many established community partners that have a strong track record of working with formerly incarcerated youth. They set measurable project outcomes in their project application that are included in the full contract, and they did that for their previous grant as well and met those outcomes satisfactorily.

**MOTION:** Commissioner Goodlow moved to approve the Community Technology Grant Agreement with the NW Alliance for Alternative Media (NAAME) for a total of \$95,627. Commissioner Wagner seconded.

**VOTE:** Motion passed with 6 votes in favor and 0 against.





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DeBey described the community grant process through the rest of the summer and going into autumn and encouraged Commissioners to share the names of any potential grantees who may be eligible to apply in the upcoming grant cycle.

## \*R2. Election of MHCRC Chair and Vice Chair

Rebecca Gibbons, Strategic Initiatives Program Manager, shared that every year at the June meeting, MHCRC goes through the process to elect the Chair and Vice Chair positions. The process for elections is outlined in Rules of Procedure. Soliciting and collecting nominations prior to the June meeting was a slight shift from previous years. There were two nominations that were received prior to the June meeting: Commissioner Studenmund for the Chair position and Commissioner Dennerline for the Vice Chair position. Both nominees have accepted the nominations. Gibbons opened the floor for oral nominations. Commissioner Thomas stated he forgot to send in his nominations but wholeheartedly agrees with the current slate of nominations. Hearing no oral nominations, nominations were closed. After the close of nominations, the Commission voted by oral motion on the names nominated.

- Chair Studenmund called for a roll call vote for the Chair position.
  - Commissioner Dennerline - aye
  - Commissioner Goodlow - aye
  - Commissioner Thomas - aye
  - Commissioner Wagner - aye
  - Commission Harden - aye
  - Commissioner Studenmund – aye

Commissioner Studenmund was unanimously elected MHCRC Chair for FY2022-2023.

- Chair Studenmund called for a roll call vote for the Vice Chair position.
  - Commissioner Dennerline - aye
  - Commissioner Goodlow - aye
  - Commissioner Thomas - aye
  - Commissioner Wagner - aye
  - Commission Harden - aye
  - Commissioner Studenmund - aye

Commissioner Dennerline was unanimously elected MHCRC Vice Chair for FY2022-2023.

## R3. Chair Appointments for Committees & Board Appointments

Chair Studenmund shared that there are three committees and reviewed the Committee objectives before making appointments:





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1. The MHCRC Finance Committee is assisted by staff Finance Manager Michael Wong. The objectives of the finance committee are to develop the annual commission budget, approve financial statements, the audit, and standard financial tasks.
2. The MHCRC Equity and Inclusion Committee works with the community grants, evaluation of current equity practices, propose improvements and equity measures, talk to professional experts, and research best practices.
3. The MHCRC Policy and Legislation Committee will keep up with legislation issues, oversee ways to ensure MHCRC protects jurisdictions authorities over rights-of-way, FCC regulations, and annual priorities.

Studenmund appointed Commissioner Thomas as Committee Chair of the Finance Committee and Commissioners Dennerline, Wagner, and the Wood Village representative (vacant) were appointed as committee members.

Studenmund appointed Commissioner Roche as Committee Chair of the Equity and Inclusion Committee and Commissioner Wagner and Commissioner Goodlow were appointed as committee members. Studenmund appointed Commissioner DeGraw as Commission Chair of the Policy and Legislation Committee and herself and the Wood Village representative (vacant) were appointed as committee members.

Studenmund said there are also two board appointees to the community access centers. Studenmund said she is appointing the Portland representatives as the Open Signal Board appointee and asked that they work together to rotate their attendance. Studenmund appointed Commissioner Dennerline as the appointee to the MetroEast Board.

- Staff Updates
  - MHCRC FY2022-23 Budget Approval: Gibbons reported that the FY2022-2023 was approved by all six jurisdictions unanimously either on Consent Agenda or through a presentation. Commissioners and staff received glowing reviews and feedback, along with wholehearted support and strong recognition for the work of the MHCRC on right-of-way way management, cable franchising, and the public benefits that go along with that. Commissioner Dennerline acknowledged and thanked Commissioner Thomas who did a fantastic presentation in Commissioner Dennerline's absence at the City of Fairview City Council.
  - Franchise Renewal: Director Elisabeth Perez reports that progress is being made albeit slowly. They are through many of the major items, the final two bigger issues are the roll off of the I-NET and they are close to finalizing external contracts; the franchise has language that the I-Net must happen, then the City of Portland Bureau of Technology Services (BTS) has a separate side agreement that names the terms of the I-NET. They are close to finalizing the contracts between BTS and Comcast so they can move on to the PEG fee, which is the funding used to make community grants. Currently, the PEG fee is 3% of their gross revenue, and Comcast's initial offer was 1.25%, so they are





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- looking at ways to compromise. Perez states that they are in a good place in negotiations and hopes to have it resolved in the next couple of months.
- PCC request for channel listings: DeBey shared in Bea Coulter's absence, that PCC is asking to have their access program listing shared on Comcast's channel guide. Staff issued a formal notice to Comcast that it is a requirement under a franchise side letter to provide this service and asked for a timeline be provided to PCC staff as well as MHCRC staff by Friday, June 24, 2022. They received a response from Comcast on June 27<sup>th</sup>, 2022, that they are working on it and they'll provide an update by June 28, 2022. This is a part of the MHCRC compliance work and staff will continue monitor progress. Perez responded that it should not take this long, and staff will follow up with Comcast. Commissioner Dennerline concurred with Perez. PCC's programs are carried on channel 27. In response to a question from Commissioner Thomas regarding similar requirements under the Ziplly franchise, DeBey said she would ask Coulter to review and get back to him.
  - 2023 MHCRC Retreat: Gibbons shared that the annual strategic planning retreat is normally held in February. The retreat was unable to occur in 2022, so staff is planning early for February 2023. Gibbons said Commissioners can expect to hear from Ava in regard to locking down a date for the retreat before the September meeting.
  - Subscriber Complaints: MHCRC Executive Assistant, Ava Hansen, shared that since the last update, which was provided at the January 2022 meeting, staff has received 50 calls from subscribers, an average of about 12 calls per month. Hansen notes that April was significantly lower in call volume than February, March, and May. In terms of breakdown of subscriber needs, for the date period of Q3 through nearly the end of Q4, 12% were customer service issue complaints, for instance not being able to reach someone in timely manner or not getting through at all. About 30% are related to billing and service issues. Hansen said there is an uptick in people requesting affordability program access. 20% of calls were related to service quality issues. There were no calls regarding general phone issues. 6% of calls were related to people wanting to find out about cell towers, problems with poles and figuring out how and who to report it to. We have 32% of people just wanting cable/phone customer service, who call the MHCRC phone on their bill, and are confused thinking that that number is Comcast or CenturyLink/Lumen, and not wanting to make a complaint – for instance just making an over-the-phone bill payment or regular account changes. Some of these numbers have gone down since Q1 and Q2, for instance, the first two quarters there were 14% customer services issues and 43% billing and service fee issues. Hansen updated an interim contact, Peter Gose, with CenturyLink/Lumen while they recruit for the position vacated by Samantha Ridderbusch, the contact for escalating subscriber complaints.
- New Business; Commissioner Open Comment
    - Annual Secretary of State Process Update: Plan of Action update provided by Michael Wong, Finance Manager. Wong provided an update that a Plan of Action was provided





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to the Secretary of State for the 2021 Audit as required for any deficiencies identified in the audit. Wong said the Plan of Action documents policies and procedures going forward.

- Meeting Schedule: Calendar invites will be sent out after the meeting.
  - July/August: Recess
  - September 19, 2022: Commissioner Goodlow will not be attending this meeting due to planned travel arrangements.
  - October 17, 2022
  - November: Recess
  - December 19, 2022
  
- Committee Reports
  - Finance Committee: No report.
  - Equity Committee: No report.
  - Policy Committee: No report.
  - Open Signal Board Appointee: Rebecca Gibbons states that the board is actively engaged, and they are recruiting for 1 or 2 open board positions. They have started to talk in depth about the requirements under the City of Portland contract with Open Signal and are engaging in conversations about being explicit and intentional in designing services specifically for BIPOC community members.
  - MetroEast Board Appointee: Commissioner Dennerline praised Julie Omelchuck and Rob Brading on leading and educating the new board. Dennerline reported that MetroEast is moving towards a shared leadership model, so they don't have to hire another executive director, similar to Open Signal's leadership model. Dennerline said he supports this model.
  
- Public Comment: None

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

**VOTE:** Motion passed with 6 votes in favor, 0 against.

**Adjourned:** 8:00 PM by Chair Studenmund.

Respectfully submitted,  
Ava Hansen, BSW  
Executive Assistant



## **REGULAR AGENDA**



# Mt. Hood Cable Regulatory Commission

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## **COVER SHEET – AGENDA ITEM #R1**

For Commission Meeting: September 19, 2022

“Launch the 2023 Community Technology Grant Cycle”

## **RECOMMENDATION**

Staff recommends that the Commission allocate \$1,200,000 for Community Technology grants in the FY22-23 competitive process and establish a Pre-Application deadline of December 5, 2022.

## **Background**

Annually the Commission allocates funds and establishes an application deadline for the Community Technology Grant cycle.

## 2023 competitive process summary:

- Pre-application opens online in October 2022; announcement of grant cycle made
- Organizations apply through an online Pre-Application process by December 5.
- At its January 2023 meeting, the MHCRC decides which Pre-Applications it would like staff to pursue within the approximate \$1,200,000 available for funding.
- Staff works with each chosen organization to finalize a full application and grant contract.
- The MHCRC approves final contracts at a future MHCRC meeting (March – June 2023)

Submitted by: Rana DeBey  
August 29, 2022





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## COVER SHEET – AGENDA ITEM #R2

For Commission Meeting: September 19, 2022

“Off-Cycle Grant Request: Portland Community College”

“Off-Cycle Grant Request: Open Signal”

## RECOMMENDATIONS

PCC: Staff recommends that the Commission approve an off-cycle grant to Portland Community College for \$31,281 in support of the “PCCTV Channel Infrastructure Update” Project

Open Signal: Staff recommends that the Commission approve an off-cycle grant to Open Signal for \$199,573 in support of the “Media Production Studio Upgrade” Project

### Background

The MHCRC acknowledges that opportunities can rise unexpectedly, particularly in the current economic climate, and that community organizations, governments, and educational institutions need to act fast to secure funding for projects that meet ever-changing communication needs. The competitive grant process (Community Technology Grants Program) does not currently allow for consideration of projects that fall outside of the one-time cycle deadline; off-cycle grantmaking was designed to address the lack of access to the funding opportunity throughout the year. Further, incorporating intentional responsive grantmaking increases the MHCRC’s equity-centered practices by allowing applicants to request funds at the time of their greatest need, rather than on a funder’s timeline.

The MHCRC updated the “Special Funding Request” (aka Off-Cycle) grant program by streamlining the process and updating materials in May 2021 and has awarded one grant through this program since that time.

Portland Community College and Open Signal both submitted a Letter of Interest (LOI) to MHCRC staff in early August. Staff deemed that the proposed request met eligibility criteria and was time-sensitive in nature. The LOIs were sent to the MHCRC Equity Committee for input. Staff received input from the committee members, who expressed support for staff to move forward with bringing the grant requests to the full MHCRC for consideration.

Budget Note: Grant funds that were originally allocated for the TechSmart Initiative for Student Success and I-Net related grants have created a remaining grant fund balance which has enough funds to cover these types of requests.



## Portland Community College

### **Grant Request: \$31,281**

Total Project Budget: \$85,176

Public Benefit Area: Improving Service Delivery

**Project Description:** “PCCTV’s Channel Infrastructure Update” Project is focused on replacing the automation server and monitoring system used to manage programmed content on the Comcast PEG Channel, PCCTV CH27. While implementing the current PCC Media Production Community Technology grant, PCC realized that the system architecture is in urgent need of replacement. The current system has limited functionality; the replacement server and systems will support enhanced accessibility overall and enable creation of video content that will be shared out via PCCTV CH27, including live-to-air content such as the PCC Commencement, cultural events on PCC campuses and PCC sporting events. Reductions in person-hours currently spent on channel scheduling and reporting functions will allow an estimated .45FTE in shift of duties to live program management and much needed content support.

PCC is a designated access provider under the current Comcast Franchise Agreement.

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## Open Signal

### **Grant Request: \$199,573**

Total Project Budget: \$399,573

Public Benefit Area: Improving Service Delivery

**Project Description:** Many of the systems and equipment in Open Signal’s studios are approaching 10+ years of use. Through this project, Open Signal seeks to upgrade the current “hodge-podged” studio with outdated technology and transition to a space that operates as a “plug and play”, ensuring ease of use for all media makers, specifically the organization’s target populations of BIPOC, low-income, disabled media makers. Studio upgrades will allow Open Signal to offer these priority communities dependable streaming hardware to share their content online and reliably record it. Lighting upgrades and a new audio mixer will provide consistency between both studio spaces, making teaching and learning lighting and sound simpler and more accessible. Staff will spend less time troubleshooting issues in the studio space which has the potential to more than double the number of productions produced in the studio space.

Though Open Signal had originally set aside \$200,000 dollars to support this project, current shipping and manufacturing delays requires them to place multiple orders up front. In addition, as there are many updates to be made, the work will need to be done in stages and it is urgent to begin as soon as possible.

Open Signal is a designated access provider under the current Comcast Franchise Agreement.



Submitted by: Rana DeBey  
September 8, 2022

*As a normal part of the grantmaking process, Comcast staff are provided the opportunity to review the draft grant contracts in advance of the MHCRC meetings.*

Attachments:

Draft Grant Agreement: PCC

Draft Grant Agreement: Open Signal



## AGREEMENT FOR OFF-CYCLE GRANT

This Agreement is between the Mt. Hood Cable Regulatory Commission (Commission), through the Office for Community Technology (OCT), and Portland Community College (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 PCCTV Channel Infrastructure Update project.

### AGREEMENT:

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

Grantee is awarded a total amount of \$31,281 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 OCT 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 claims module. The invoice, uploaded as an attachment to the grants management system claims 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 November 30, 2023 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.

Interim Status Reporting periods are October 1, 2022 through April 30, 2023. Interim Status Reports are due within thirty (30) days of the end of each reporting period.

Grantee shall submit a Final Status Report no later than November 30, 2023.

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 limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, 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 limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, 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 ORS 279C.800 to 279C.870 and any applicable administrative rules or policies.

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 October 1, 2022 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, December 31, 2023.

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 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/ OCT  
P.O. Box 745  
Portland, OR 97207-0745  
Email: [rana@mhrc.org](mailto:rana@mhrc.org)

If to Grantee:

Attn: Claudia Meraz, Contract and Grant Accounting Manager  
Portland Community College  
P.O. Box 19000  
Portland, OR 97280  
Email: [claudia.meraz@pcc.edu](mailto:claudia.meraz@pcc.edu)

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: PCCTV Channel Infrastructure Update Project

**GRANTEE SIGNATURE:**

**GRANTEE: Portland Community College**

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

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

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

**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

**Application from Portland Community College Media Production  
for a Special Funding Request from Mt. Hood Cable Regulatory Commission (MHCRC)**

**Project Name:** PCCTV Channel Infrastructure Update

**Public Benefit Area:** This project falls under the *Improving Service Delivery* public benefit area. It focuses on improving the delivery and increasing the effectiveness of public and non-profit programming services via PCCTV (Comcast PEG Channel 27) to the public. Service delivery improvements will include quality, effectiveness, and accessibility.

**Description of Overall Project:** The overall project is focused on replacing the automation server and monitoring system used to manage programmed content on the Comcast PEG Channel, PCCTV CH 27. The goal of PCC Media Production's current community technology grant from MHCRC is to increase accessibility on the channel through diverse content (programming). In implementing that grant project, PCC realized that the system architecture is in more urgent need of replacement than previously estimated and waiting until the next cycle of the MHCRC Community Technology Grants program would significantly hinder meeting communication needs. The replacement server and monitoring systems proposed for MHCRC funding will also support enhanced accessibility overall.

The system currently in use has limited functionality. The automation server and monitoring systems are beyond the end of life with many failing components that are overdue for replacement and require updated functionality. It is only set up to be a playout server without the ability to support live programming like commencement, other signature events, studio work, or sporting events on the channel. In working with Comcast to activate the electronic program guide, PCC realized that the ability to have live programming content on the channel and streaming capabilities now would greatly enhance public access to diverse content, including that being created as part of the current Equitable Access to Education Programming project.

Requested funds for an automated server, channel monitoring system components, and materials/tooling will enable creation of video content that will be shared via PCCTV CH 27 and will include live-to-air content such as PCC Commencement, live cultural events on PCC campuses and in the community, and PCC sporting events.

**Proposed Scope of Work (Implementation Plan):**

Jenelle Neill, PCC Multimedia Production Supervisor, will be the **Project Director** and supported by the Media Production distribution group. Since exact timing is dependent on forces beyond control (product availability, etc.), all time estimates are approximate.

## Phase 1

- Detailed design phase: design and review by PCC staff (September - October 2022).
- Procurement of equipment: planning (logistics and human resource); coordination, and approvals; and purchasing by PCC staff of grant-funded equipment (October 2022).  
**Milestone #1** (Target Date: 11/14/2022).
- Physical installation of equipment: installation of proposed replacement server(s) and monitoring systems, to be done alongside current live systems to minimize downtime for cutover, by PCC staff (November 2022).
- Configuration of equipment: basic configuration, data migration, and programming by PCC staff (November 2022).
- Vendor training: PCC staff will be trained by the vendor or direct from the manufacturer (part of equipment purchase agreement) on basics of equipment management and maintenance (November 2022).
- Commissioning of equipment: PCC staff will complete commissioning and cut over to new playout automation (November 2022). **Milestone #2** (Target Date: 11/28/2022).
- Maintenance planning: PCC staff will plan required maintenance and schedules (November - December 2022).

## Phase 2

- Live-to-air services: PCC staff will carry out planning, testing, and evaluation of new live to air features (January - December 2023). **Milestone #3** (Target Date for Implementation: 01/23/2023).

## Examples of regularly scheduled events that will be available to the public:

- PCC Commencement (2:00:00): Normally held at Portland's Memorial Coliseum on the second Friday in June, this is PCC's graduation ceremony. It will be streamed live for students' family and friends around the world. PCC Commencement is traditionally available to the general public.
- Waterfront Blues Festival (3:00:00+): Recordings of some bands performances during Portland's Waterfront Blues Festival may be made available to the public with the appropriate permissions from the bands and license clearances on the music being performed.
- PCC Board Meetings (1:00:00): Recordings of monthly board meetings can be made available to the public on the cable channel.

## Examples of types of other events that may become available on PCCTV CH 37:

- Foundation Scholarship Reception (1:30:00): Annual dinner event that brings together scholarship donors and recipients. It includes speeches by major donors, scholarship award winners, and occasionally scholarship award-winning alumni. Usually occurs mid-fall. This was a multi-camera event for the sole purpose of video reinforcement at the event (speakers on big-screens), but Foundation may allow it to be broadcast publicly, either live or recorded.

- Occasional ASPCC (student government) events (0:30:00): For example, the Panther Chef student sustainable cooking contest in the Sylvania Cafeteria. Getting releases from students who may, incidentally, appear in a shot may be difficult if broadcast live, but it can be handled in an edited highlight reel.
- PCC Panther Basketball (1:30:00): Coordination with staff and support can be determined for the edited recordings so the season of basketball games can return to air.
- Other multi-camera events: Nursing Pinning (1:30:00), In-service (1:30:00), OHSU Nutrition Seminars (1:00:00), and other events such as guest lectures (1:00:00) and signature cultural events (1:00:00) can be produced in cooperation with a third-party agency, PCC Multimedia/Video Production classes, and others. Such events will need to be reviewed as suitable PCC content for the general public for a variety of reasons based on decisions relating to student confidentiality, PCC policy, content, etc.

### **Project Outcomes:**

**Outcome 1:** Leverage more current tools to air live content, provide secure remote access for both management and live-to-air events, facilitate online uploads for the distribution system, increase bandwidth, and expand content delivery to the web. Live content is not currently available on PCCTV CH 27. Ten (10) live-to-air events (estimated one hour each), such as PCC Commencement, live cultural events on PCC campuses and in the community, and PCC sporting events, will be aired on PCCTV CH 37 during the grant period.

**Outcome 2:** Improve service delivery through replacement of outdated equipment/technology with up-to-date equipment/technology that supports a distribution platform that has standard channel function and will facilitate expanded future services. Reductions in person-hours spent on channel scheduling and reporting functions through a more efficient workflow will allow an estimated 0.45 FTE (averaging 18 hours per week) in shift of duties to much needed content provider support and live program management functions for the channel.

**Outcome 3:** Accessibility will be Increased by broadening viewership through web streaming, including public access to PCC educational channel online from the PCC website. 8,760 hours of PCCTV CH 27 content will be simulcast through the PCC website during the grant period.

### **Evaluation Plan:**

After each term, the Project Team will evaluate activities and plan future activities. A final evaluative report will include outcome assessment results, project strengths and challenges, and plans for continuous improvement.

**Project Outcome 1:** Ten (10) live-to-air events (estimated average of an hour each). This outcome will be measured by hours scheduled and aired.

**Project Outcome 2:** Through a shift in duties, increase support for content providers and live program management for PCCTV CH27 by an estimated 0.45 FTE (averaging 18 hours per week). This outcome will be measured by live event logs and the pre-production allotment for content provider support per program.

**Project Outcome 3:** 8,760 hours of PCCTV CH 27 content will be simulcast through the PCC website during the grant period. This outcome will be measured by hours scheduled and aired.

**Evaluation Question:** How will new equipment/technology improve service delivery on PCCTV CH 37?

Indicators: There are two indicators identified to address this question: Outcome 1 (live-to-air events aired); and Outcome 2 (increased staff support for content providers and live program management).

Data Sources and Collection: The Project Director will use server data provided by customized reports (made possible by project technology), live event logs, and the pre-production allotment for content provider support per program.

Timing: The Project Director will create quarterly reports and compile data for project review and reporting.

Findings and Lessons Learned: The Project Director will create data reports with quantitative and qualitative data assessing the outcomes. She will share findings at quarterly Media Production Team meetings. The Team will review the data and discuss progress on outcomes, accomplishments and challenges, and lessons learned to determine if adjustments are needed to further improvements in service delivery.

**Evaluation Question.** How will community members benefit from the updated equipment and new programming capabilities?

Indicators: There is one indicator identified to address this question: Outcome 3) 8,760 hours of PCCTV CH 27 content will be simulcast through the PCC website during the grant period.

Data Sources and Collection: The Project Director will use server data provided by customized reports (made possible by project technology).

Timing: The Project Director will create quarterly reports and compile data for project review and reporting.

Findings and Lessons Learned: The Project Director will create data reports with quantitative data assessing the outcome. She will share findings at quarterly Media Production Team meetings. The Team will review the data and discuss progress on the

project outcome, accomplishments and challenges, and lessons learned to determine if adjustments are needed to strengthen efficiency and effectiveness of airing PCC website content.

**Proposed Project Start and End Dates:**

**Proposed Start Date (month/year):** October 1, 2022

**Proposed End Date (month/year):** December 31, 2023

**Line Item Budget:**

<b>Cost Category</b>	<b>Grant Funds</b>	<b>Match Amount</b>	<b>Project Total</b>
<b>Personnel</b>		\$ 50,767	\$ 50,767
<b>Education and Training</b>	\$ 400		\$ 400
<b>Travel</b>			
<b>Contractual</b>			
<b>Equipment</b>	\$ 30,881		\$ 30,881
<b>Infrastructure/Facilities Construction</b>			
<b>Miscellaneous</b>			
<b>Overhead (10% of total direct costs)</b>		\$ 3,128	\$ 3,128
<b>Totals</b>	\$ 31,281	\$ 53,895	\$ 85,176

**Budget Narrative:**

**PERSONNEL**

The **Project Coordinator** will coordinate all aspects of the grant project. Responsibilities will include ensuring that budget and timeline targets are met, coordinating installment of equipment, project evaluation, and preparing project reports. 0.05 FTE (104 total hours). Total salary/benefits: \$5,949

**Grant Funds: \$0**

**Match: \$5,949**

The **Project Administrator** will serve as an advisor to the project, as well as provide approvals for spending. They will spend 0.05 FTE (104 total hours) each grant year. Total salary/benefits: \$9,990

**Grant Funds: \$0**

**Match: \$9,990**

The **Media Production Analyst** will support equipment specifications coordination; test specifications and planning; installation; curriculum development and documentation and

training in the first year. They will spend 0.09 FTE (200 hrs total) on these tasks. Total salary/benefits: \$10,881

**Grant Funds: \$0**

**Match: \$10,881**

The **Media Production Operations Engineer** will test specifications and planning; set-up/install equipment; develop curriculum and documentation; and train equipment users in the first year of the project. They will spend 0.09 FTE (200 hrs total) on these tasks. Total salary/benefits: \$11,791

**Grant Funds: \$0**

**Match: \$11,791**

The **Multimedia & Video Specialist** will schedule all content on the channel, including the content produced through this grant project. They will spend 0.035 FTE (69 total hours) on project-related tasks. Total salary/benefits: \$12,156

**Grant Funds: \$0**

**Match: \$12,156**

**Total Personnel Costs: \$50,767**

#### EDUCATION AND TRAINING

Vendor-provided telephone training, installation assistance, and service. Support will provide education/training specific to automation server system components purchased with grant funds (see Equipment category below) and supplement the expertise of PCC technical staff in installation and operations.

CBL-SVC-PH-HRLY - Telephone training (4 hours @ 100/hr = \$400)

**Grant Funds: \$400**

**Match: \$0**

**Total Education and Training Cost: \$400**

#### EQUIPMENT

The following equipment will dramatically improve service delivery, including scheduling, playback, and accessibility functions, and result in more and higher-quality original, compelling, and live to air content on PCCTV CH 27, to support students and the community at large. Costs were obtained through competitive bids for any piece of equipment over \$5,000 per item, per College policy. Equipment under that threshold was priced by single source pricing from a vendor with a track record of competitive pricing for educational institutions.

**Automation Server System.** The following equipment will provide onboarding of live content to the channel for distribution to Comcast head end:

- Tightrope Cablecast OMNICHANNEL Video server with Web-centric VOD and Live Streaming Solution in a 3 RU chassis (CBL-VIO2-OMNI), freight included (1 @ \$18,798)
- Tightrope Cablecast Reflect VOD & Streaming Hosting Service (CBL-REFLECT-BND). Annual cloud-based reflection service (1 @ \$1,980)
- Annual RTMP stream delivery (CBL-RTMP-100) service (1 @ \$1,080)

**Grant Funds: \$21,858**

**Match: \$0**

**Channel Monitoring System Components.** The following equipment will facilitate channel scheduling for distribution over the Comcast platform:

- Encoder - Matrox Quad 4K Enterprise Encoder (1 @ \$4,500)
- Decoder - Matrox MVX-D6152-4 Maevex Quad 4K Enterprise Decoder (1 @ \$2,135)
- Audio Monitor - Blackmagic Audio Monitor 12G (1 @ \$1,235)

**Grant Funds: \$7,870**

**Match: \$0**

**Materials and Tooling.** The following equipment will provide critical management of content requirements to air content on the Comcast cable platform:

- Laird Canare L-2.5CHWS Ultra Slim 12G-SDI Cable - 10' (4 @ \$19.50 = \$78)
- Kramer C-HM/H High-Speed HDMI Cable – 10' (4 @ \$20 = \$80)
- Blackmagic Video Assist 7" 12G HDR (1 @ \$995)

**Grant Funds: \$1,152**

**Match: \$0**

**Total Equipment Cost: \$30,881**

#### OVERHEAD COSTS

This includes a portion of the cost to use facilities, financial accounting, human resources, tracking systems, utilities, office supplies, grant management support, and space necessary to support this project. Cost is 10% of total direct project funds, excluding personnel, as set by the funder. Total direct project funds include grant and matching funds. *Note: PCC's federally negotiated indirect rate is 32.3%, including personnel, to cover infrastructure costs such as facilities, office technology, accounting and grant management/reporting support, etc.*

**Grant Funds: \$0**

**Match: \$3,128**

**Total Overhead Costs: \$3,359**

## AGREEMENT FOR OFF-CYCLE GRANT

This Agreement is between the Mt. Hood Cable Regulatory Commission (Commission), through the Office for Community Technology (OCT), and Open Signal (Grantee) (together referred to as the "Parties").

### RECITALS:

This Agreement is entered into for the purpose of providing the Commission's grant funds for implementation of the Grantee's Media Production Studio Upgrade Project.

### AGREEMENT:

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

Grantee is awarded an amount not to exceed \$199,573 for specific capital 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, and incorporated herein by reference. 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 OCT Community Technology Program Manager.

#### 3. Payments

Upon submission of an invoice from Grantee, and upon certification by the Project Manager that the invoice is in accordance with this Agreement, the Commission shall disburse an advance payment to the Grantee in the amount of \$199,573, as specified in the invoice, within thirty (30) days after receipt of the invoice.

Grantee shall submit the invoice online through the Commission's online grants management system using the claims module. The invoice, uploaded as an attachment to the grants management system claims module, shall be on Grantee's letterhead, signed and dated by an authorized representative of Grantee and addressed to "MHCRC c/o City of Portland." The invoice shall include an invoice number, the title of the Grant project and the total grant amount authorized by the Grant. If the Project Manager finds that the invoice is not in accordance with this Agreement, the Project Manager shall notify the Grantee of the reason(s) for the disallowance and non-payment.

Grantee agrees to operate the program as described in the Grantee's Grant Application and to expend funds in accordance with the approved budget, unless the Grantee receives prior written approval from the Commissioner's Project Manager to modify the program or the budget.

All expenditures made from Grant funds for Grant project capital costs must be made at least sixty (60) days prior to the expiration of this Agreement.

Grantee shall repay to the Commission, thirty (30) days prior to the expiration date of this Agreement, any Grant funds that have not been expended for Grant purposes.

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 Funds committed by Grantee and Project Partners in the Grant for the project. Grantee shall maintain all financial records related to the Grant for one (1) year 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.

Interim Status Reporting periods are October 1, 2022 through April 30, 2023; May 1, 2023 through November 30, 2023. Interim Status Reports are due within thirty (30) days of the end of each reporting period.

Grantee shall submit a Final Status Report no later than January 31, 2024.

Interim and Final Status Reports shall include an accurate and complete financial report of Grant fund and Matching 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. Reported expenses will be charged against the advanced funds and will be made after review and approval of the status reports.

The Project Manager, at her/his sole discretion, may require additional programmatic information or financial documentation of Grant project expenditures. Grantee shall make its books, general organizational and administrative information, documents, papers and records that are 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 complete 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 is not limited to, on site visits at reasonable times, telephone interviews and review of required reports. Monitoring 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 grant funds are derived from the cable franchises, 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 five (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 regarding the project 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

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. 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 October 1, 2022, 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, February 28, 2024, unless extended or earlier terminated under the terms of this Agreement.

15. Early Termination of Agreement

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

- (a) Written notice provided to Grantee from the Commission before any obligations are incurred; or
- (b) Mutual written agreement of the Parties.
- (c) Alternatively, the Commission 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 not spend unused grant funds and such unused funds shall be solely held in trust for the Commission.

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 does not receive consent from the Project Manager to proceed with a cure plan and executes the cure plan satisfactory to 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 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 insure 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/ OCT  
PO Box 745  
Portland, OR 97207-0745  
Email: [rana.debey@portlandoregon.gov](mailto:rana.debey@portlandoregon.gov)

If to Grantee:

Attn: Rebecca Burrell  
c/o Open Signal  
2766 NE MLK Jr. Blvd.  
Portland, OR 97212  
Email: [rebecca@opensignalspx.org](mailto:rebecca@opensignalspx.org)

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: Media Production Studio Upgrade Project

**GRANTEE: Open Signal**

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

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

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

**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



**Mt. Hood Cable Regulatory Commission  
Full Proposal Application  
September 2022**

**ORGANIZATION INFORMATION**

**Organization Name:** Open Signal  
**Organization Type:** 501c3  
**Tax ID:** 930801581  
**Address:** 2766 NE MLK Jr. Blvd. Portland, OR 97212  
**Email:** info@opensignalspdx.org  
**Phone:** (503) 288-1515

**Primary Contact**

**Name:** Rebecca Burrell  
**Email:** rebecca@opensignalspdx.org  
**Phone:** (503) 288-1515 x201  
**Title:** Director of Strategy

**PROJECT NARRATIVE**

**Total Grant Funds:** \$199,573  
**Total Match Funds:** \$200,000  
**Total Funds:** \$399,573  
**Proposed Technology:** Media Production Studio Upgrade  
**Public Benefit Area:** Improving Service Delivery  
**Total Organization Operating Budget:** \$3,163,047

**Project Purpose**

Open Signal specifically prioritizes media makers of color, English language learners, people with disabilities, people living on low incomes, and mission-aligned nonprofits. Over the pandemic, we have deemphasized services for the general public, which have historically been the basis of our organization's work, reorienting to application-based programs for these priority groups.

Many of the systems and equipment in Open Signal's studios are approaching 10+ years of use. A full hardware refresh would push \$500,000. We have set aside \$200,000 in next year's budget

to attend to the most critical updates. We respectfully request an additional \$199,573 for this project. Because there are many updates to be made – which will likely be done in several stages due to unavoidable shipping and manufacturing delays attributed to the pandemic – it is urgent to begin this project as soon as possible. With the spectrum of costs for upgraded technology and equipment, we cannot begin placing orders until we know precisely how much money we are able to spend. A grant from MHCRC will guarantee our ability to move this project forward.

Our main goal is to create a plug-and-play system that eliminates outdated equipment and ensures ease of use for all media makers, including our target population of BIPOC, low-income and disabled media makers. At present, the people we serve are unable to create the full range of 21st century media they have in mind, and they spend a disproportionate amount of their time adapting the equipment to the style they want to create media in. Our upgraded equipment will make the space adaptable to our users, rather than asking the user to adapt to the space.

The updated studios will allow for three main identified production styles: studio television production, film, and short-form online interview/narrative. Upgrades will allow us to offer our priority communities dependable streaming hardware to share their content online and record it reliably with replacement media storage that our current storage does not provide. Our lighting upgrades in Studio B and new audio mixer will give consistency between both studios, making teaching and learning lighting and sound simpler and more accessible to those wishing to have the flexibility to learn all systems at Open Signal and use both studios with the same ease. Our updated teleprompters and surround sound audio will create a more accessible and enjoyable experience for those depending on reading cues while on camera or hearing audio return in our studio.

We have been able to slowly upgrade one or the other studio, not both; having the studios uniform will make them more broadly usable. As is, staff are regularly troubleshooting issues in the studios, and an update would provide an ease-of-use for producers that we do not currently have, and decrease the burden on staff to teach media with outdated gear. A plug-and-play system would be a game changer for the volume of series, shows, and types of programs that Open Signal could support in the studio. The amount of training required to operate our current system is too much for most people, so an improved system in the studio would allow better accessibility for more people to learn the equipment with better working set-ups.

Open Signal currently has two programs – seasonal Production Cohorts for individuals and the Train the Trainer Program for partner nonprofits – that teach production skills. An upgraded

studio would allow us to introduce a third program that is a natural progression of these other two: weekly in-studio community productions as training opportunities and to provide content for the channels. These programs would allow for more content to be created by media makers of color, people living on low incomes, people with disabilities, and English language learners in Portland. These are the communities that the Production Cohorts and Train the Trainers programs prioritize and serve, selected by application.

Projects created using these new, modern systems and technologies will empower more people like Dr. S. Renee Mitchell who had this to say about her participation in our Summer 2021

Project Cohort:

*Without being part of the cohort, I wouldn't have had the confidence. They were not only supportive of me learning skills, but also me personally getting something out of the things they were teaching me. This is how you build community. Now I want to teach young people how to be in charge of their own stories.*

#### Measurable Project Outcomes

- 1. Increased studio access for BIPOC, low-income, disabled media makers**
  - a. We will strive to double the number media makers using the studios
- 2. Open Signal staff spend support more varied productions in the studio space with the expanded capabilities**
  - a. We will aim to double of the number of productions created in the studio space
- 3. Improve service delivery by replacing outdated equipment and technology with updated equipment and technology**
  - a. Upgrade and expand audio recording capacity with simpler wiring configuration.
  - b. Add 4K video recording capabilities with upgraded cameras and video router systems.
  - c. Increase diversification of media creation types and styles produced in the studio facilities with expanded capabilities. We will consider this a success if we have multiple users completing projects in each of the three new production types that the new equipment will make possible: Studio Television Production, Film, and Short-Form Online Media.

#### Evaluation Plan

We will consider our project a success if by the end of our timeline, we have all gear purchased, installed and we have increased the overall number of people using the studios and an increased number of productions created. The below information outlines specifically how we will track each measurable outcome.

- 1. Increased studio access for BIPOC, low-income, disabled media makers**
  - a. By the end of the grant project period, we will seek to double the number of media makers using the studios and we will track that outcome through our Reservations database system. We track all studio usage through this system and we assess and report the results bi-annually in our MHCRC usage reporting.
- 2. Open Signal staff spend more time supporting varied productions in the studio space with the expanded capabilities**
  - a. As above, we will also seek here to double the number of productions created in the studios and we will track that outcome through our Reservations database system.
- 3. Improve service delivery by replacing outdated equipment and technology with updated equipment and technology**
  - a. We will consider this a success if we have fully installed all expanded audio recording capacity with simpler wiring configuration and made it available for community use by the end of the project period.
  - b. Similar to above, this will be deemed a success if we have functional 4K video recording capabilities with upgraded cameras and video router systems available for community use.
  - c. We strive to increase the diversity of media types created in our studios. By the end of the project period, we will seek to have multiple users completing pilot projects in each of the three production types that our equipment will make possible: studio television production, film, and short-form online media. We track these project types through our Reservations database system, which we will update specifically for this purpose. As with our other data tracking, we will pull numbers twice a year to determine results.

#### Project Partners

There are no external partners for this project.

### PROJECT FEASIBILITY

**Proposed Project Start Date (month/year):** October 2022

**Proposed Project End Date (month/year):** December 2023

#### Implementation Plan

**Stage 1:** Equipment sourcing and purchases. This will be the phase where purchases are arranged through selected vendors, or put out to bid for larger single purchases totalling more

than \$50,000. Once pricing is set and purchases can be ordered, we will arrange for each phase of the project to be scheduled and place the orders in the sequence determined in the Milestones.

**Stage 2:** Contractor allotment and creation of work schedule. Contractors will be needed for many phases of this project, and finding and scheduling the correct contractors will determine the success of other contingent phases. The order in which the work needs to be performed will also determine which contractors will need to be scheduled during which phases of the project.

**Stage 3:** Replacement of aged out equipment with a more flexible studio space that is able to perform the previous role as a television production space, with the additional flexibility for use in added types of productions (e.g. film, sound stage, effects production, mixed media). By building the space out to support additional types of production styles, we will be able to provide more flexible usage for more of the community, while continuing to support the use of the space by current television studio producers.

**Stage 4:** Audio enhancements and presentation space. Our final added function will be making the studios suitable for exhibition of media with better sound reinforcement and exhibition space. This will be the last phase as all other replacements and build-outs will be the most invasive and require the closure of the studios during construction.

### Timeline

1. Equipment ordered and scheduled for delivery: October - December 2022
  - a. This is planned out ahead of time to determine the build order and scheduling of additional contractors needed to do work outside the scope of Open Signal staff.
2. Infrastructure upgrades: October - December 2022
  - a. Before replacement equipment can be installed, new electrical and wiring will need to be installed in order to replace the older or failing systems.
3. Replacement of switchers: January 2023
  - a. Working from the center of the system toward the outer layers, the first thing that must be replaced is the switcher system and then the addition of a router to increase the capacity of each studio to be used for multiple types and styles of production. The router will allow a greater adaptability and flexibility to utilize the control room equipment and studio equipment.
4. Replacement of audio system: March 2023
  - a. The audio board for the studios will be replaced with a modular and expandable system, removing the need for bulky hardwired cabling, but retaining flexible audio recording.

- b. Deployment of new surround-sound audio
  - i. The installation of a surround sound audio system will allow a more flexible multi-use space for exhibition as well as added audio processing for in-studio productions.
5. Replacement of cameras and lighting: June 2023
  - a. The cameras and lighting will be replaced at the same time. Cameras require lighting to work effectively, and must be calibrated to the lighting that is in the studio space. By replacing these at the same time, we avoid having to calibrate the old cameras to new lighting, or having to calibrate the new cameras twice, once for the old lighting, and a second time after the new lights are installed.

### Technical Design

A full hardware refresh would include updating lights, light controls, audio, cameras, switchers, video processing systems (i.e. graphics, controllers, etc.), and systems/routing, as well as purchasing 4K cameras. Instead, we are attempting to move some things to a 4K system while simultaneously allowing continued use of standard HD systems. Cabling needs to be done, including refitting the signal distribution to higher bandwidth video requirements. Ideally, we will contract a consultant to come in and evaluate a more adaptive system for the studio space, one that can accommodate both television and film/cinematic lighting styles.

*Proposed Technology and Equipment:* Our internal equipment management team has identified critical technology updates required to overhaul and upgrade our equipment, creating greater access and ease of use for the Portland community.

### *Rationale in Selecting Proposed Technology and Equipment:*

- Replacement Green Screen Flooring: Wear and tear on previous flooring has made color keying a difficulty.
- New Streaming Computers (AJA UTAP): Streaming unreliability with current computers.
- Streaming Hardware - Black Magic Web Presenter 4K: Streaming unreliability with current computers.
- Replacement Studio A Cameras: Upgrading to 4k from less than 1080p resolution cameras in an attempt to prepare for broadcast advancements and make community productions have a higher production value.
- Studio B LED Lighting: Give consistency to the lighting between both studios, fill in and replace broken and failing lighting fixtures.
- SSD Recording Station Replacement x2 Hyperdeck Studio 4K pro: Replacing overused and worn out recorders and SSD cards to ensure dependability in recording content without losses.

- Samsung 870 1TB SSD recording medium
- Studio A Audio Mixer: Give consistency between studios, moving to a digital mixer interface that can integrate with a Dante audio system down the line to reduce cable clutter and make audio interfacing with both the studio and voiceover rooms possible.
- Switcher upgrade, Ultra Frames 2ME & 4K unlocked
- Ross Carbonite Touch Drive Control Surface Studio A: Replacement of damaged panel, better compatibility with new switcher frame, and easier to use and understand.
- Ross Carbonite Touch Drive Control Surface Studio B: Needed for compatibility with new switcher frame, easier to use and understand.
- AJA Kumo 12G 64X64 Video Router: Allows for flexibility in studio use, e.g. changing video pathway to streaming and records, quickly utilizing different/more cameras, utilizing either/both control rooms for either studio, or both studios for one show, from one control room.
- Xpression Software update to latest versions in both studios: Key improvements are better support for importing graphical elements made in other applications like Photoshop, and enabling 4K output.
- Updated Teleprompters: Replace failing prompters and move toward lighter and more easily readable prompters.
- Surround System Audio for Projection and inhouse sound: Create a better listening experience for both screening guests as well as those communicating with producers inside the control room.

The technical design of this major overhaul will achieve two goals. The first is to replace aging and/or failing equipment that has been in use for over 10 years. The second is to make our studio spaces more flexible for more types and styles of media production. We want to maintain our ability to support our existing studio television producers and at the same time make it so producers who want to film using different methods of production styles are able to utilize the space. By adding capabilities for direct camera recording, making our camera packages more easily deployable, upgrading our lighting, and improving the audio capabilities in the studio space, we will make the studios a more flexible and easily configurable space for many types and styles of video and media production.

*Plans for Maintaining and Upgrading the Equipment and System in the Future:*

The studio upgrade equipment will be maintained through regular, weekly, checks to ensure items are in good working order, are free of dust and moisture, and are properly stored when not in use. All firmware updates will be performed to guarantee equipment is operating at peak performance for the communities using them. Our studio will receive fresh paint for the walls

and floor twice in the coming year. The 4K streaming computer and camera switcher upgrades will prepare us for eventual 4K camera upgrades and 4K television broadcasting ability.

## BUDGET NARRATIVE

The overall cost for a project of this size is \$399,573. We have \$200,000 in our organizational budget set aside specifically for this project.

### PERSONNEL

The **Equipment Manager** will be tasked with ordering the equipment on the purchasing schedule and managing access to the facility during infrastructure upgrades and equipment delivery. They will also be responsible for maintaining the maintenance schedule for the equipment and removal of the old equipment.

Grant Funds: \$0

Match: \$5,885

The **Production Services Broadcast Engineer** will be responsible for the installation and configuration of the new equipment as well as the overall documentation and planning of the integrated systems.

Grant Funds: \$0

Match: \$5,885

The **Information Systems and Production Services Director** will be responsible for the integration of equipment into the IT and network infrastructure as well as coordinating with the Production Services Broadcast Engineer on documentation and planning of the equipment installation, configuration, and maintenance.

Grant Funds: \$0

Match: \$8,025

The **Information Systems Coordinator** will work closely with the Information Systems and Production Services Director to inventory, audit, and document the incoming equipment.

Grant Funds: \$0

Match: \$2,140

***Total Personnel Costs: \$21,935***

## **CONTRACTUAL**

Cost for contracting out training and technical support related to staff education for new systems, repainting both studios, and installing infrastructure.

Grant Funds: \$0

Match: \$37,161.85

***Total Contractual Costs: \$37,161.85***

## **EQUIPMENT**

The below listed equipment will drastically increase studio access for BIPOC, low-income, disabled media makers in Portland, Oregon that we prioritize with our services.

- Replacement Green Screen Flooring: \$2,850.99
- New Streaming Computers (AJA UTAP): \$690
- Streaming Hardware - Black Magic Web Presenter 4K: \$1,390
- Replacement Studio A Cameras: \$172,000
- Studio B LED Lighting: \$25,000
- SSD Recording Station Replacement x2 Hyperdeck Studio 4K pro: \$3,190
- Samsung 870 1TB SSD recording medium: \$900
- Studio A Audio Mixer: \$1,912.49
- Ross Carbonite Touch Drive Control Surface Studio A: \$18,375
- Ross Carbonite Touch Drive Control Surface Studio B: \$13,545
- Switcher Upgrade, Ultra Frames 2ME unlocked: \$38,000
- Switcher Upgrade Alternate plan, AJA Kumo 12G 64X64 Router: \$10,000
- Xpression Software update (Both Studios): \$18,000
- Updated Teleprompters: \$4,123.12
- Surround System Audio, for projection and in-house sound: \$500

Grant Funds: \$199,573

Match: \$110,903.10

***Total Equipment Costs: \$310,476.60***

## **MISCELLANEOUS**

Installation of electrical infrastructure as well as replacement of video and audio cabling to support the new equipment.

Grant Funds: \$0

Match: \$30,000

***Total Miscellaneous Costs: \$30,000***

<b>LINE ITEM BUDGET</b>			
<b>COST CATEGORY</b>	<b>Grant Funds</b>	<b>Match Amount</b>	<b>Project Total</b>
<b>Personnel</b>	\$0	\$21,935	\$21,935
<b>Contractual</b>	\$0	\$31,761.85	\$31,761.85
<b>Equipment</b>	\$199,573	\$110,903.10	\$310,476.60
<b>Miscellaneous</b>	\$0	\$30,000	\$30,000
<b>TOTALS</b>	<b>\$199,573</b>	<b>\$200,000.45</b>	<b>\$399,573.45</b>

A grant award from MHCRC for \$199,573 is an investment in BIPOC, low-income and disabled media makers in Portland, Oregon. We hope you will join us as we continue to work to implement our vision of community-driven media focused on creativity, technology, and social change.