

MEETING NOTIFICATION

May 24, 2021

6:30 p.m.

Due to the State of Emergency declared in Oregon and Multnomah County in response to the COVID-19 virus, the meeting will be conducted via participation by phone or computer. Participants can access the meeting as follows:

Join the webinar:

<https://us02web.zoom.us/j/81911378412?pwd=N0tLTGQ5RFFrTGdaQUtRSgtDeSs0dz09>

Passcode: 764608

Or One tap mobile :

+12532158782,,81911378412#,,,*764608#

+13462487799,,81911378412#,,,*764608#

AGENDA

- Roll Call
Commission Participation: One or more members of the Commission may attend and participate by electronic means. The public will be afforded an opportunity to listen to the participation.
- 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. March 29, 2021 Meeting Minutes

REGULAR AGENDA

- R1. Fiscal Year MHCRC Goals & Objectives Draft Discussion 20 min
- *R2. MHCRC FY2021-22 Fund Budget Proposal 20 min
- *R3. Community Technology Grants Agreements: 2021 Cycle 15 min
 - A. One World Chorus
 - B. CETI
 - C. Flying Focus Video Collective
- *R4. Legal Services Agreement Amendment 5 min

- Staff Updates
 - Newsletter questions
 - Off-Cycle Grantmaking
- New Business; Commissioner Open Comment
- Meeting Schedule:
 - June 21
 - Community Technology Grants
 - Election of MHCRC Chair and Vice Chair
 - CBG contract extension
 - July – Recess
 - August - Recess
 - September 20 - TBD
 - October 18 - TBD
 - November 15– Recess
 - December 20 – TBD
- Committee Reports
 - Finance Committee
 - Equity Committee
 - Policy Committee
 - Open Signal Board Appointee
 - MetroEast Board Appointee
- 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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MT. HOOD CABLE REGULATORY COMMISSION
Remotely Meeting via phone or computer – Portland OR
March 29, 2021 Meeting Minutes -- DRAFT

SUMMARY MINUTES

Call to Order: 8:03 pm

- Roll Call

Commissioners present: Commissioner Dennerline, Commissioner McIntire, Vice Chair Harden, and Chair Studenmund.

Commissioners absent: Commissioner Thomas, Commissioner Murphy, and Commissioner Roche.

Staff: Elisabeth Perez Interim Director; Rana DeBey, Community Grants Manager; Michael Wong, Financial Manager; Julie Omelchuck, Special Projects Manager; Bea Coulter, Program Coordinator; Cinthia Diaz Calvo, Administrative Specialist.

- Agenda Review: None.
- Disclosures: Vice Chair Harden disclosed that the City of Wood Village has been in communication with Tim Goodman, Government Affairs with Comcast and have a meeting scheduled for April 8, 2021. Attendees will include Scott Harden, Greg Dirks, Jairo Rios-Campos, and pastor Tom Miles. They will discuss potential locations for LiftZones in Wood Village.
- Public Comment: None.
- Community Media Center Updates

Tomi Douglas, Executive Director with MetroEast shared their project goal, which involves the creation of a kitchen studio for teaching and creating culinary content while also providing a unique community gathering and event asset. She said MetroEast plans on hiring two new employees, one of them through a fellowship program and the other will be through a paid internship program. She added that most of their subject matter experts will come from their own team. John Lugton, who is a certified chef in Scotland will be joining them with his expertise.

Douglas shared their sample uses and programs include: Classes and programs on producing food/lifestyle content, nutrition programs, live and digital, food scarcity programs and education, local food producer content (wine, beer, food), life skills programs and classes, community meals and celebrations, kitchen rentals for production or entertainment, wine tasting events and party/event rentals.

Douglas said that to accomplish this project MetroEast will be pursuing support of the MHCRC Technology Grant, Oregon Community Foundation, Oregon Lottery Funds – Cultural Facility Fund, Doris Duke Foundation, Capital Funds, and local sponsors. Based on their sample budget and square footage calculations only, they anticipate this will need about \$256,200 in funding.

She noted there are three types of education areas which include, producing food and nutrition content and technical skills, beginning through advance cookery skills, and nutrition and sustainable food practices.

The tentative timeline for this project includes planning and building from February through September, for an expected grand opening in October 2022.

MetroEast has already began work on building partnerships in the community. These partners include but are not limited to their local farmer’s market, local food charities, and the Oregon Department of Agriculture.

Douglas noted that there may be the option of using the existing kitchen’s plumbing and water or retrofitting the existing conference room into the kitchen. Next immediate steps are finding a design team.

In regard to MetroEast personnel, Douglas shared they have hired a Finance Manager and an IT Manager.

Rebecca Burrell, Director of Strategy with Open Signal shared that they just wrapped up a collaboration with Outside the Frame, which is a local non-profit that provides media training for the homeless and marginalized youth. Open Signal received additional operating funding form the Metro Community Placemaking Grants and Juan Young Trust for this project, which allowed them to provide a 35-hour training for youth to help them produce 360-degree films.

Open Signal also completed their current new media fellowship program with a presentation by Miles Sebastian, one of their fellows who is a deaf artist and technologist. Sebastian created an incredible new technology that creates captions in sign language within virtual spaces. Burrell encourages the MHCRC and staff to check out his presentation at the Open Signal YouTube page.

In honor of Miles Sebastian, Burrell said they dedicated a page in the Open Signal website filled with accessibility videos. You can visit the Watch site using this link:

<https://www.watch.opensignalspdx.org/>

Open Signal Continues to host monthly session online with Black Film Makers through Open Signal Labs.

In January, because they are restricted in terms of the number of the number of folks that they can serve due to safety, Open Signal launched a new program which provides extra support to a smaller number of media makers who are in their priority community. Their priority communities are BIPOC, low-income and disabled media makers, English-language learners, and non-profits. Through an application process 10 media makers are able to check out equipment for the entire quarter. Applicant also receives customized training and weekly project support from their staff. This program ensures their resources and equipment are going into the hands of the people that need it the most, while providing the level and quality of support needed to help people complete a project that can be broadcasted.

Lastly, due to safety restrictions, Open Signal continues to operate by appointment only for their serious producers and participants of their application-based programs. Open Signal is working towards limited public hours beginning in July. They will present their current version of the opening plan to the MHCRC Equity Committee in April.

Open Signal is excited that they will be looking into offering cross certification with MetroEast on their new Panasonic camera kits, which will make the equipment available for check out in both locations.

Commissioner Dennerline asked if the MetroEast's kitchen plan includes commissioning the kitchen to folks that need to rent it part time. Douglas said that Rockwood already offers commissary kitchen services and they will hold off for now on offering a similar service. She encourages the MHCRC to check out what they are doing and looks forward to creating more of a pipeline by teaching folks how to tell their kitchen story and then refer them to Rockwood for kitchen rental.

Chair Studenmund asked how Open Signal's organizational structure was going. Burrell said it's going great. They are still working through logistical aspects, but they are making great decisions and having healthy debates. Burrell said they are working more collaboratively as a team than they ever have, and moral is high.

- CONSENT AGENDA

*C1. January 25, 2021 Meeting Minutes

MOTION: Dennerline moved to approve the January 25, 2021 Meeting Minutes as amended. Harden seconded.

VOTE: 4-0

*C2. February 20 & 28, 2021 Retreat Minutes

Chair Studenmund noted that the motions on the community grants cycle section need more information on the applications that were moved forward. She also noted that on

page 10, Julie Omelchuck's comment needs to be removed since she was not present at the meeting.

MOTION: Harden moved to approve the February 20 & 28, 2021 Retreat Minutes as presented. Dennerline seconded.

VOTE: 4-0

REGULAR AGENDA

R1. MHCRC Fund Financial Review – Moss Adams Report

Wong said that Moss Adams will be presenting a report on its review of the MHCRC Fund obligations and related practices, policies, and processes. The report has information about the scope of the project as well as the process that Adams used to conduct the review and six key recommendations for addressing their identified main issue. Staff would like to thank the MHCRC Finance Committee for providing input in areas that needed further clarification. In addition to the report, staff has created addition follow up items in relation to the recommendations that are included under the "management response" column.

Wong noted that overall staff was pleased that no major discrepancies or gaps in managing the funds were discovered and that staff supports the recommendations as outlined in the staff's intended action plans. Responsive to each, all actions can be completed in relatively short period of time, except for one, which is in relation to the financial summary document. The financial summary document will require a longer period of time to complete. Lastly, Wong turned over to Keith Simovic saying that staff is not looking for commissioner action at this time.

***R2. Authorize Moss Adams for MHCRC FY 2020-21 Audits**

Keith Simovic with Moss Adams presented two other members of his team, Amanda Moore, and Halie Garcia, that worked on the fund financial review.

Simovic reiterated the nature of the services provided which included the following:

1. Assess current MHCRC policies and procedures and comprehensive management, tracking and reporting related to MHCRC.
2. Develop recommendations for changes in existing MHCRC policies, or areas where new policies may be needed.
3. Develop recommendations for updates to systems, processes or practices for tracking, budgeting, and reporting.
4. Analyze and report the various components of fund balance as of June 30, 2020.

Simovic also went over their scope and methodology, which includes:

1. Obtaining and reviewing relevant documentation

2. Conduct reviews with staff
3. Perform a gap analysis to identify areas of improvement
4. Analyze various components of fund balance at June 30, 2020
5. Complete formal report or recommendations

Simovic reported six observations and recommendations.

Observation #1 – Financial practices are driven by multiple documents, memos, agreements, and policies, making it difficult to onboard new employees.

Recommendation: Create a financial practices summary document.

Observations #2 – Past MHCRC practice requires each contract to go to the commission for approval, which can inhibit efficiencies in the case of smaller procurements.

Recommendation: Update policy to allow the Director of OCT to approve small administrative-type procurements.

Observation #3 – MHCRC staff have not routinely reconciled fund balance per the audited financial statements to the components tracked within management tracking spreadsheets.

Recommendation: Establish procedures to routinely reconcile fund balance to the various components tracked by staff.

Observation #4 – MHCRC staff have not historically implemented a tracking mechanism to monitor unexpended jurisdictional appropriations.

Recommendations: Establish procedures to routinely track actual amounts transferred from the MHCRC fund to the OCT budget and the unexpended portion.

Observation #5 – During the audit, errors in the recording of advances to MetroEast resulted in an audit adjustment.

Recommendation: Establish procedure to reconcile MetroEast and Open Signal advances on an annual basis between SAP and the amounts recoding within internal grant tracking spreadsheets.

Observation #6 – Process documentation does not currently exist to document the process flow of what happens with any unspent funds OCT charged to MHCRC.

Recommendation: create process flow documentation and incorporate into the financial practices' summary in recommendation #1.

In the Fund Balance Reconciliation report, Simovic noted the fund balance, per the audited financial statement which amounts to \$10,402,742. He also noted the variance of

\$4,453,113 which is primarily due to timing difference and the various components that management has been tracking within separate spreadsheets. These components include the following unobligated funds: interest revenues, PEG / I-Net Fees relating to grants, PEG / I-Net Fees related to the compliance program, and jurisdictional appropriations.

Simovic explained that as soon as commitment is made or a contract is signed, the staff's tracking spreadsheets are recognizing those as expenses and reducing those funding components by that amount. In the SAP system, the process is much slower, and the record doesn't show until the expense is incurred. It is primarily a timing difference.

Moss Adams was able to reconcile about \$4.4 million of the big-ticket items, leaving a difference of \$78,148 from \$10,480,890. This does not imply that money is missing, it only means that there are more items that need to be reconciled due to timing difference.

Simovic thanked Michael Wong, Julie Omelchuck, Elisabeth Perez, and their staff for their excellent facilitation of the review process.

Commissioner McIntire would like to know what type of unspent funds from OCT come back to the MHCRC. Simovic said that those funds typically include charges during year for operations. At the end of the year when those charges to the MHCRC fund are compared to actuals, what is left over is then returned as unspent funds. It is what happens to those unspent funds and how they get returned to the MHCRC what needs documentation.

Vice Chair Harden asked how the timing difference and a fund discrepancy can be prevented annually during the fund audit. Simovic explained that there will always be a timing difference and a fund discrepancy unless there is an internal mechanism within the spreadsheets to track it on a governmental accounting standards basis. Management is taking a conservative approach, thus as soon as they have committed to something, they remove the funds to avoid a situation in which there is overcommitment.

Omelchuck added that another way to describe it is that the spreadsheets are for programmatic purposes for budgeting and planning.

Vice Chair Harden asked where the request came from to allow administrative procurement with less commissioner oversight. Simovic clarified that the recommendation is from Moss Adams in order to improve overall processes. He added that the MHCRC will remain in compliance with State law. Vice Chair asked where the impetus was to conduct this fund financial review. Omelchuck responded that given staff transitioning, the MHCRC thought this review would be a good way to ensure OCT had systems to track the MHCRC funds and that the figures that had been presented to the MHCRC were solid. Staff also thought this fund financial review would provide a good overview and foundation to the work for the new MHCRC Financial Manager.

Chair Studenmund shared her appreciation for the report and there was consensus from the commission that it was really helpful in understanding the MHCRC financials.

***R2. Authorize Moss Adams for MHCRC FY 2020-21 Audits**

Wong said that staff recommends, in consultation with Finance Committee Chair Thomas, that the MHCRC authorize Moss Adams, to perform the MHCRC FY2020-21 Fund Audit in accordance with the Moss Adams contract extension with the City of Portland. Staff asks for approval for this extension.

Wong said the MHCRC has authorized Moss Adams to perform its annual audit since FY2012-13 through the City of Portland contract. Moss Adams has gained knowledge and understanding of the MHCRC and component unit (MetroEast) finances over these years making it cost effective for the MHCRC to continue to retain Moss Adams audit services.

An extension of the current contract would require a new RFP process as required per the City of Portland Auditor's Office instructions.

MOTION: Dennerline moved to authorize Moss Adams, to perform the MHCRC FY2020-21 Fund Audit in accordance with the Moss Adams contract extension with the City of Portland. McIntire seconded.

DISCUSSION: Vice Chair Harden mentioned that having the same auditor for 9 years in a row is a good reason to continue to hire them.

VOTE: 4-0

***R3. Community Technology Grant: Oregon Museum of Science & Industry (OMSI)**

DeBey said the Commission selected 17 Pre-Applications to invite to apply for funding at their January meeting. Following the Commission's decision, MHCRC staff begun to engage all 17 applicants in a process to complete full grant applications and contracts. In follow-up to specific Commissioner comments at the January meeting, staff has collaborated with applicants to make suggested revisions to the pre-applications including clearly defining measurable outcomes and evaluation measures, expanding on programmatic details, and the development of a detailed project budget that would more clearly identify the resources necessary to successfully implement the project.

Two applicants have since withdrawn themselves from the 2021 Community Technology Grants Program cycle: EasterSeals and Friends of the Children. Both applicants felt that after receiving feedback regarding the Commission's process and funding requirements, they were not able to move forward with a strong grant application at this time. Staff indicated that they are welcome to re-apply in the future.

MHCRC staff has reached agreement with three applicants on final grant agreements recommended for approval for a total amount of \$225,348 in grant funds.

The remaining 12 applicants are expected to finalize grant agreements in the coming months and will be presented at the May and June Commission meetings.

DeBey said that R3 is for the Oregon Museum of Science & Industry (OMSI). The grant request is for \$143,446.00, and a total project budget of \$381,609.00.

The “Reducing Disparities in STEM through Video Production” project will engage teen cohorts (ages 14 to 18) in the creation of videos featuring teen-designed science demonstrations. Each of the two cohorts of 20 teens will receive approximately 50 hours of programming over twelve-weeks which will include technical video production workshops alongside skills building activities in science communication, collaboration, and public speaking. The STEAM (Science, Technology, Engineering, and Art) video content created by the teens and by OMSI educators aims to increase participation by those traditionally underserved by STEAM educational experiences at OMSI and help to create a positive STEAM identity in youth. OMSI works with Portland YouthBuilders and Oregon MESA to recruit teens to participate in the ‘Teen Science Alliance’ cohorts. The 25 videos produced will be shared with both Open Signal and MetroEast Community Media.

One note about this application is that the request was increased from the pre-application to include a second camera and second editing station so that the teen participants are able to gain more direct experience with the technology during the program sessions.

Commissioner Dennerline asked for more information about use of the funds, since he thought it was a lot of money for a small studio. DeBey said that the project does include facility and infrastructure renovations which include soundproofing on the floors, ceilings and walls, electrical ventilation, lighting, door replacement and cabinets painting and permitting. They worked with their inhouse team to come up with the estimates to convert staff rooms into usable spaces for the projects. Commissioner Dennerline has concerns about the optics of granting OMSI \$50,000.00 to do remodeling while the same amount could go a long way for a smaller organization.

Commissioner McIntire asked if the funding is different now post COVID-19. There doesn't seem to be a difference in funding now due to COVID-19.

It was suggested to wait until there were more Commissioners present, but there was consensus to go forward since that would mean a delay in process of two months and the application met all of the published eligibility criteria.

MOTION: Harden moved to approve the Community Technology Grant for Oregon Museum of Science & Industry (OMSI) for \$143,446.00. Dennerline seconded.

VOTE: 4-0

*R4. Community Technology Grant: East Metro Arts, Community & Culture (EMACC)

DeBey said the grant request for East Metro Arts, Community & Culture is \$52,246. The total project budget for this organization is \$110,746.

EMACC is the support organization for the Rockwood Playhouse which strives to be a 'theater of community where strangers become friends, families create memories and experiences build pathways to joyful inspiration and belonging.' The "Rockwood Playhouse for the Arts Educational Video Library" project aims to contribute to that mission through the production of two full-length stage performances and three or more community musical/dance performances at the Rockwood Preparatory Academy. The theater will be outfitted with stage lighting and sound equipment, and cameras and sound boards will be installed to support turning the performances into videos. The performances will be appropriate for public school curriculums, turned into videos shared with MetroEast Community Media for public consumption, and available for check-out by Rockwood community educators. In addition, the project aims to provide a media education component to 20 volunteers who will be trained in the use and maintenance of the equipment and software used to produce the video content for inclusion in the video library. The volunteers come from the Rockwood Community and the project aims to serve at least 50% who identify as BIPOC (Black, Indigenous, People of Color) and/or low-income.

MOTION: Dennerline moved to approve the Community Technology Grant for East Metro Arts, Community & Culture (EMACC) for \$52,246. Harden seconded.

VOTE: 4-0

*R5. Community Technology Grant: Growing Gardens

DeBey said the grant request for Growing Gardens amounts to \$29,656 with a total project budget of \$59,316.

Growing Gardens "Virtual Education for Food Justice" project seeks to address food insecurity and malnutrition in low-income households by teaching people how to grow their own food. The project will use video production technology to create and disseminate educational video content related to backyard food production, nutrition, and cooking with fresh produce. The staff will also create hands-on environmental science lessons for kids (grades K – 5) to be shared out with educators in their 12 partner schools located in the Portland Public School District and David Douglas School District. Last, videos will be produced which highlight local chefs of color who participate in the organization's 'Chef in Your Garden' dinner series and who are actively working to create a better food system in their communities. The Chefs will share the history of their food and their personal stories. The video content will be in both English and Spanish (Growing Gardens has a bilingual staff) and will be shared out through Open Signal and MetroEast Community Media.

MOTION: Harden moved to approve the Community Technology Grant for Growing Gardens for \$29,656. Dennerline seconded.

VOTE: 4-0

DeBey noted that Comcast representatives get a chance to review the applications a week prior to the packet being sent out to the MHCRC (and published on the website) and did not provide feedback or comment on these three grants.

- Staff Updates
Perez introduced Walle Brown as the new Portland representative chosen by Commissioner Rubio.

Brown said he is excited to join the commission and about infrastructure. He is originally from Georgia and holds a master's degree in urban planning. He has been working in a few utilities in the City of Portland, Hillsboro, and Metro. Brown specialized in process mapping and budget mapping, so he looks forward to the financial and audit reports.

Perez mentioned that this month the MHCRC received a second newsletter which is meant for the them to share with their respective jurisdictions. Perez will work with Portland Commissioners to settle on who will be the point of contact to share the update.

Lastly, Perez reminded the commission about the retreat survey also found in the newsletter.

Perez clarified Comcast has full authority on how the I-Net funds are spend but the do need to notify the MHCRC once they make that decision. This type of funding is a relic of 10 years ago and will not be seen again. Coulter added that the funds could be used for a low-income housing project, where there would be a service added to that project. Coulter noted that the power the MHCRC has is in the sharing of the information and it would be helpful if the jurisdictions where made aware that there is funding available. Staff has tried to get Comcast to spend it on positive community investments and they have refused. The more creative ideas the MHCRC has on how to spend those funds the better.

Vice Chair Harden said that Comcast might be able to spend the money on permanent LiftZones. There was general consensus that jurisdictions need to be engaged.

Perez said that she is working with commissioner Rubio to schedule time to meet with the MHCRC Chair and Portland representatives. Commissioner Rubio is very supportive of the MHCRC work.

- New Business; Commissioner Open Comment

Commissioner Dennerline will probably miss May, June, and July meetings.

- Meeting Schedule:
 - April – Recess
 - May 17 – Remotely
 - June 21 – Remotely
 - July 19 – Remotely
 - August 16 - Remotely

MHCRC meeting in July is not certain. Coulter said there will be a public hearing associated with the franchise renewal in August, and unless staff reaches a point in which the negotiations need to be extended, then August 8th date may need to be delayed.

- Committee Reports
 - Finance Committee: None.
 - Equity Committee: None.
 - Policy Committee: None.
 - Open Signal Board Appointee: None.
 - MetroEast Board Appointee: None.
- Franchisee Activity Report
 - Zply – not present.
 - Comcast – not present.
 - Century Link – not present.
- Public Comment: None.
- Adjourn: 8:34 pm

Respectfully submitted by:
Cinthia Diaz Calvo, Administrative Specialist

COVER SHEET – AGENDA ITEM #R1

For Commission Meeting: May 24, 2021

“FY 2021-22 MHCRC Goals and Objectives Draft Discussion”

Recommendation

Staff would like to present the following draft of the FY21-22 Goals and Objectives to the Commission for discussion. A final draft would be presented at the June MHCRC meeting for final review and recommended adoption.

Background

Staff developed the proposed FY21-22 goals and objectives, considering suggestions and discussion as well as issues identified by the Commission at its annual planning retreat held in February. In addition, staff has included objectives responding to anticipated workload items based on recommendations by Moss Adams Fund budget review.

Attachment: Draft FY21-22 Goals and Objectives

Prepared By: Elisabeth Perez
May 19, 2021

MISSION

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

GOALS AND OBJECTIVES

Effective: July 1, 2021 – June 30, 2022

In addition to the responsibilities outlined in the Intergovernmental Agreement, the Commission commits to additional goals and objectives to further the mission and better serve the community and jurisdictions it serves. The Commission acknowledges that its policy and regulatory work is undertaken in a dynamic communications technology environment. Consequently, the Commission retains flexibility to modify or revise these Goals and Objectives as may be required from time to time.

Goal I: Engage Jurisdictions in strategic planning to review the Commission's role, authority, and structure responsive to the findings of the Community Technology Needs Ascertainment and the changing policy and technology landscape.

Objectives

- Complete MHCRC strategic planning to set direction and goals for the next 3 – 5 years. (staff and Commissioners)

Goal II: Create greater awareness of the Mt. Hood Cable Regulatory Commission's mission and work to best serve the MHCRC community.

Objectives

- Increase promotion of MHCRC meetings. (staff)
- Stream all meetings and post them on website. (staff)
- Share monthly newsletter to MHCRC jurisdictions. (Commissioners)
- Meet quarterly with jurisdictions to educate and support them about cable franchising regulatory and funding issues. (Commissioners)
- Establish a marketing/communications plan. (staff and commissioners)

Goal III: Enhance customer protections program.

Objectives

- Create a more searchable website. (staff)
- Create a complaint portal through website. (staff)

- Develop and strengthen relationships with State and Federal officials. (staff)

Goal IV: Strengthen commitment to equity.

Objectives

- Create a more accessible website. (staff)
- Increase public outreach and advocacy. (staff)
- Increase new and diverse applicants for Community Technology grants. (staff)
- Facilitate partnerships and highlight opportunities for cable companies to work with jurisdictions or directly with community organizations. (staff)
- Implement recommendations from the Community Technology grant impact report. (staff)
- Create a recruitment processes and procedures to ensure equity and diversity on the board and staff. (staff and commission)

Goal V: Maintain financial oversight and strategize for long term financial sustainability.

Objective

- Complete Comcast and begin Zply franchise negotiations with equity and financial sustainability at the focus. (staff)
- Implement changes recommended by Moss Adams Fund budget review. (staff)

COVER SHEET -- AGENDA ITEM #R2

For Commission Meeting: May 24, 2021

“MHCRC FY 2021-22 Fund Budget Proposal”

FINANCE COMMITTEE RECOMMENDATION

The MHCRC Finance Committee recommends that the Commission adopt the FY 2021-22 MHCRC Fund Budget and forward it to the member Jurisdictions with a recommendation for approval.

BACKGROUND

Staff worked with the MHCRC Finance Committee direction and input to develop the draft FY21-22 MHCRC Fund Budget and supporting documents. The Finance Committee met May 3 and May 13, 2021, to develop the MHCRC FY 2021-22 Fund Budget recommendation for the full Commission consideration.

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

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

BUDGET HIGHLIGHTS

MHCRC FUND BUDGET (Attachment 1, page 5)

Franchise Fees and PEG/I-Net Fees: Staff has used trend data and actual revenues through 2ndQ FY20-21 to forecast fee amounts for the FY21-22 budget. The FY20-21 3rdQ payments are due May 15 and staff will update budget documents after receipt of these payments if needed.

Compared to previous fiscal years, CenturyLink has exited the cable tv market in December 2020, and is no longer paying the PEG/I-Net fee.

Interest Income: The interest amount for FY21-22 on the MHCRC Fund is currently projected to be about the forecasted actual amount for the current fiscal year. This will be another area to monitor as the fiscal year progresses.

MHCRC OPERATING BUDGET (Attachment 2, page 2)

The MHCRC Operating Budget is comprised of two program level budgets: Franchise Administration and Capital Compliance (see Attachment 2, page 2 for details).

The Capital Compliance program budget remains largely status quo for FY21-22.

The Franchise administration program budget includes \$101,790 from the MHCRC Fund interest income, which balances the resources to expenditures (see Attachment 2, page 3 for more details on the fund interest).

Professional Services: The Operating Budget reflects future-focused planning, one-time projects, and priorities discussed during the MHCRC’s annual planning retreat in February.

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

- \$90,810 – TechSmart ongoing evaluation/reporting for 5 active grants
- \$65,000 - Technical analysis and negotiations support for Ziplly-NW Fiber renewal
- \$15,000 - Consulting support for Comcast negotiations
- \$20,000 – Strategic planning consultant

Attachment 2, page 3, represents the impact on the MHCRC Interest Fund to cover the Franchise Administration program budget. As you can see, even if interest rates drop more than currently projected, the accumulated balance will remain healthy.

Financial services support for the MHCRC: Currently, OCT allocates about 4.6 full-time equivalent positions (FTE) in program positions to support MHCRC work. This is an increase of 0.2 FTE from the current fiscal year for a higher allocation of time allotted for administrative support.

Attachments

Attachment 1: MHCRC FY21-22 Fund Budget - Proposed

Attachment 2: MHCRC FY21-22 Program Level Budget/Fund Interest tracking spreadsheet

Prepared By: Michael Wong
May 19, 2021



MT. HOOD CABLE REGULATORY COMMISSION

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

MHCRC FUND BUDGET FISCAL YEAR 2021-22 DRAFT - PROPOSED

Members

Carol Studenmund, Chair
Scott Harden, Vice Chair
Jeff Dennerline
Jacquenette McIntire
Kory Murphy
Rich Roche
Norman Thomas
Walle Brown

Staff

Elisabeth H. Perez, Director
Michael Wong, Finance Manager
503-823-5385
www.mhcrc.org

INTRODUCTION

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

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

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

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

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

The MHCRC contracts for staff and other support services through a services agreement with the City of Portland. The MHCRC funds an equivalent of 4.6 full-time (FTE) staff positions plus related materials, services, financial and administrative costs. Each member Jurisdiction annually contributes to the MHCRC's operating budget. The Jurisdictions' fund about half the operating budget and other MHCRC resources fund the remaining portion.

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

Please refer to the MHCRC's FY 2012-21 Annual Report and website (www.mhcr.org) for more detail about MHCRC activities and accomplishments.

MHCRC FY 2021-22 FUND BUDGET

BUDGET PROCESS

According to the Intergovernmental Agreement (IGA) among the Jurisdictions that created the MHCRC, the MHCRC must gain approval of its Fund Budget by every member Jurisdiction. The MHCRC Finance Committee developed a detailed FY 2021-22 budget in consultation with MHCRC staff. On May 24, 2021, the MHCRC approved the proposed budget to forward to the Jurisdictions for consideration. The MHCRC provides the proposed Fund Budget to city and County staff in advance of the city councils' and the County Commission's consideration of the budget.

BUDGET OVERVIEW

The MHCRC FY 2021-22 Fund Budget is presented on page 5.

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

Fund Resources

The amount of MHCRC resources from year to year largely depends on franchise fee and PEG/I-Net fee payments from cable companies for their private use of public right-of-way to provide cable TV services. Cable company payments are based on a percentage of the company's gross revenues derived from cable TV services. The FY 2021-22 Fund resources are projected based on cable company actual payments through 3rd Quarter FY 2020-21.

Fund resources also include a beginning fund balance and projected amounts for programs underspent in FY 2020-21. Detail on each Fund resource follows:

Franchise Fees: The MHCRC collects all cable services franchise fees, based 5% of the companies' gross revenues for cable TV service, for Gresham, Troutdale, Fairview, Wood Village and Multnomah County from Comcast and Ziplly Fiber cable franchises. The MHCRC uses historical trend data and actual payments through 3rd Quarter FY20-21 to project franchise fees.

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

Interest Earned: The MHCRC collects interest on its Fund. Interest revenue is projected to decrease, due to the recent sharp decline in interest rates, compared to the forecasted amount for FY 2020-21.

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

Beginning Fund Balance: The beginning balance is a combination of funds attributable to various resources not expended in FY 2020-21, which the MHCRC plans to expend or retain as contingencies in FY 2021-22.

Fund Expenditures

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

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

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

Due to FY 2021-22 budget challenges faced by the member Jurisdictions due to the COVID-19 pandemic, MHCRC-related employees received no merit or cost-of-living increases in FY20-21 and none is budgeted for FY21-22. The MHCRC has opted to increase its use of interest revenue to supplement the operating budget and fund certain one-time projects in FY21-22, including Comcast franchise renewal negotiations and a strategic planning process with the Jurisdictions to guide possible changes to the IGA and the MHCRC after FY21-22.

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

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

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

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

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

The TechSmart Initiative is an eight-year, \$16 million funding partnership with six school districts in Multnomah County to provide grants and evaluation resources for districts to identify effective classroom instruction that uses technology to foster improved outcomes for all students. Initiative grant projects with the districts will wrap up in school year 2021-22 and the final impact report is planned for publication by December 2022.

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

**MHCRC FUND BUDGET
FISCAL YEAR 2021-22**

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted	2021-22 Proposed
RESOURCES					
E. County Franch. Fees, Comcast	1,390,189	1,336,912	1,299,069	1,266,277	1,431,316
E. County Franch. Fees Mult West, Comcast	109,078	106,701	104,901	99,275	109,159
E. County Franch. Fees, Ziplly Fiber	224,846	226,288	183,626	157,411	101,932
Operating Budget Appropriation-Portland	281,036	304,998	314,826	294,418	348,545
Interest Earned	184,274	291,297	265,053	97,875	101,790
PEG / I-Net Capital Fee	5,196,878	4,791,334	4,488,041	3,282,585	4,233,010
Total Resources	7,386,301	7,057,530	6,655,517	5,197,841	6,325,752
Beginning Fund Balance	6,663,998	7,266,195	2,461,722	3,129,131	2,212,420
Unspent Comm Technology Grants	0	0	0	297,488	166,926
Unspent TechSmart Initiative Grants	0	0	4,866,984	6,913,886	1,663,489
Unallocated balance	0	0	980,968	0	2,293,913
Total	\$14,050,299	\$14,323,725	\$14,965,191	\$15,538,346	\$12,662,500
EXPENDITURES					
MHCRC Operating Budget	857,792	656,303	934,596	1,254,868	1,249,431
Franchise Fee Balance to Jurisdictions	530,356	503,730	469,490	450,652	469,305
Community Media Pmt, E. County (MetroEast)	969,020	937,920	889,618	855,967	923,098
Community Media Pmt, Mult. West (Open Signal)	65,446	64,021	62,940	57,812	62,345
Community Media Capital (MetroEast/OS)	1,726,301	1,469,042	1,504,299	2,083,120	1,566,576
I-Net Grants	189,884	568,179	838,279	0	0
Community Technology Grants	110,459	0	869,194	1,197,488	1,066,926
TechSmart Initiative Grants	2,334,845	0	4,866,984	6,913,886	1,663,489
Contingency	0	0	0	800,000	800,000
Total Expenditures	\$6,784,103	\$4,199,195	\$10,435,400	\$13,613,793	\$7,801,170
Net Change in Fund Balance	7,266,195	10,124,530	4,529,791	1,924,553	4,861,331
Total	\$14,050,299	\$14,323,725	\$14,965,191	\$15,538,346	\$12,662,500

APPENDIX ONE

FRANCHISE FEE REVENUE AND DISBURSEMENT DETAIL

MHCRC OPERATING BUDGET-LINE ITEM DETAIL

JURISDICTIONAL APPROPRIATIONS BY JURISDICTION

FRANCHISE FEE REVENUES AND DISBURSEMENTS
FY21-22 Estimate

Jurisdictions	Franchise Fee Revenues	MetroEast Appropriation	Open Signal Appropriation	MHCRC Budget Appropriation	Payments to Jurisdictions
Portland*	\$5,250,354		\$955,594	\$348,545	
MULTNOMAH CO., EAST	75,404	45,242		16,947	13,215
MULTNOMAH CO., WEST	103,909	N/A	62,345	N/A	41,564
GRESHAM	1,138,077	682,846		134,377	320,854
TROUTDALE	185,535	111,321		20,645	53,569
FAIRVIEW	109,220	65,532		11,899	31,789
WOOD VILLAGE	30,262	18,157		3,791	8,314
Total, East County	\$1,642,407	\$923,098	\$62,345	\$187,659	\$469,305
Grand Total	\$6,892,761	\$923,098	\$1,017,939	\$536,204	\$469,305

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

FRANCHISE FEE DISBURSEMENTS to EAST COUNTY JURISDICTIONS - Prior Years:

Jurisdictions	FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-20 Actual	FY 2020-21 Projection	FY 2021-22 Proposed
MULTNOMAH CO., EAST	17,900	16,382	15,866	14,520	13,215
MULTNOMAH CO., WEST	43,632	42,098	40,014	38,607	41,564
GRESHAM	363,362	337,012	314,158	291,376	320,854
TROUTDALE	60,401	55,899	52,546	48,629	53,569
FAIRVIEW	35,620	33,667	32,279	30,509	31,789
WOOD VILLAGE	9,441	8,502	8,110	7,303	8,314
TOTAL	\$530,356	\$493,560	\$462,973	\$430,944	\$469,305

MHCRC FY21-22 OPERATING BUDGET - Line Item Detail

Title	FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-20 Actual	FY20-21 Adopted	FY21-22 Proposed
Expenditures					
Personnel - MHCRC Admin	497,774	339,589	464,264	629,633	694,024
Indirect Personnel - Bureau Support	34,540	10,870	0	0	0
Total Personnel Services	\$532,314	\$350,459	\$464,264	\$629,633	\$694,024
External Fund Audit	13,150	10,060	12,432	15,000	15,000
Professional Services	140,728	177,044	262,887	362,000	216,810
Legal Services	N/A ⁽¹⁾	N/A ⁽¹⁾	N/A ⁽¹⁾	N/A ⁽¹⁾	76,000
Miscellaneous Services	4,755	2,563	5,540	9,000	9,050
Office/Operating Supplies	3,378	2,123	2,719	800	2,634
Education	11,462	8,394	9,884	14,775	15,625
Local Travel	555	0	0	600	500
Out-of-Town Travel	4,744	2,743	2,496	10,400	4,200
Rent Columbia Square	37,677	41,744	31,635	0	0
Miscellaneous	882	1,440	989	800	700
Total External Materials & Services	\$217,331	\$246,111	\$328,582	\$413,375	\$340,519
Fleet Services	0	0	0	0	65
Print/Distribution	8,365	3,918	457	2,799	2,867
Facilities Services	287	310	313	45,359	47,172
EBS Services	13,223	8,548	0	0	0
Information Technology (IT)	22,685	21,022	17,642	15,614	11,514
Insurance/Workers Comp	7,406	6,876	6,276	5,673	5,685
Technical Accounting IA	6,350	5,575	9,000	9,000	9,000
Legal Services IA	17,372	N/A ⁽²⁾	N/A ⁽²⁾	N/A ⁽²⁾	N/A
Mgmt Services (Bus Ops) IA	25,000	8,333	8,062	0	0
Other	878	(9,780)	0	0	0
Total Internal Services	\$101,566	\$44,802	\$41,750	\$78,445	\$76,303
GF Overhead	0	0	100,000	25,000	25,000
Contingency - General	0	0	0	108,415	113,585
Encumbrance Carryover	38,085	80,000	0	0	0
Total Fund Level Expenditures	\$ 38,085	\$ 80,000	\$ 100,000	\$ 133,415	\$ 138,585
Total Expenditures	\$ 889,296	\$ 721,372	\$ 934,596	\$ 1,254,868	\$ 1,249,431
Franchise Admin. Program Expenses	425,962	410,971	582,432	727,881	683,020
Capital Fund Compliance Expenses	431,830	325,332	352,164	526,988	566,411
Resources					
Appropriation from Jurisdictions	455,118	469,228	480,347	452,951	536,223
Year-end Balance - Carry over	2,500	12,409	80,000	127,322	0
Interest Revenue Allocation	\$ -	-	22,058	147,608	146,797
Appropriation from Fund Compliance	519,688	325,332	352,164	526,988	566,411
Total Resources	\$ 977,306	\$ 806,969	\$ 934,569	\$ 1,107,261	\$ 1,249,431
Year-End Operations Balance	\$ 31,656	\$ 70,666	\$ -	\$ -	\$ -

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

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

**JURISDICTIONAL APPROPRIATION - PERCENTAGE BY JURISDICTION
MHCRC OPERATING BUDGET
FY 2021-22**

City of Portland Appropriation	\$348,545	65.0%
East County Appropriations	\$187,678	35.0%
Operating Budget Total:	\$536,223	

JURISDICTION		FY 2021-22 Proposed	FY 2021-22 % Allocation
Portland		\$348,545	65.0%
	Subscriber Distribution		
<u>East County</u>	<u>No. Of Subs</u>		
Gresham	19,422	\$134,546	25.1%
Multnomah Co.	2,399	\$16,628	3.1%
Troutdale	2,988	\$20,701	3.9%
Fairview	1,737	\$12,030	2.2%
Wood Village	546	\$3,791	0.7%
East County Total	27,092	\$187,696	35.0%
Total		\$536,241	100.0%

Budget Allocation Comparison

JURISDICTION	FY 2018-19 Actual	FY 2019-20 Proposed	FY 2021-22 Proposed
Portland	\$304,998	\$314,826	\$348,545
<u>East County</u>			
Gresham	\$119,444	\$124,107	\$134,546
Multnomah Co.	\$13,434	\$13,172	\$16,628
Troutdale	\$17,934	\$18,902	\$20,701
Fairview	\$9,936	\$9,781	\$12,030
Wood Village	\$3,482	\$3,543	\$3,791
East County Total	164,230	169,505	187,696
Total	469,228	484,331	536,241

APPENDIX TWO

COMMUNITY MEDIA DISBURSEMENT DETAIL (MetroEast and Open Signal)

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

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

Both MetroEast and Open Signal are nonprofit organizations with governing Boards of Directors. These Boards annually develop and adopt budgets. FY2021-22 draft budget summaries are included in this Appendix to provide more detail for the community media expenditures in the MHCRC Fund Budget.

SUMMARY OF COMMUNITY MEDIA DISBURSEMENTS

MetroEast Community Media:

Operations Funding: East County Franchise Fees	\$ 923,098
Capital Funding: MHCRC	\$ 626,630
Total	\$ 1,549,728

Open Signal:

Operations Funding: Portland General Fund	\$ 955,594
Operations Funding: West County Franchise Fees	\$ 62,345
Capital Funding: MHCRC	\$ 939,946
Total	\$ 1,957,885



MetroEast Budget Summary

April 10, 2021

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

The MetroEast FY21-22 budget reflects the objectives and tactics identified during our 2020/2021 strategic planning process:

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

REVENUE

Grants

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

MetroEast has had considerable success in grant writing in the last year. Our contract grant writer has helped acquire several grants, including from new funders such as the Oregon Cultural Trust.

MetroEast is in the 2nd year of a 2-year MHCRC Community Technology capital grant that will build out a new mobile education van that will allow us to take our digital and media training classes and experiences to communities throughout the area we serve.

Production Services

MetroEast's video production department creates revenue by selling services primarily to nonprofits and governments. Though COVID shuttered many city meetings, our Production team was able to support local nonprofits in creating "online fundraisers" that helped our clients raise over \$300,000 this year, while supporting MetroEast's operations. Investing in additional marketing support and contractors in 2021 is anticipated to grow our client and revenue base further.

Membership and Fundraising

We are currently revamping our membership program. One major deliverable is to have a membership that is in alignment with our friends at Open Signal, and that offers opportunities for folks to connect.

Other

We were anticipating the sale of our radio translator, currently leased to XRAY, in 2020 but the recent leadership change at XRAY means that we may not see them purchasing the receiver until 2022 or later.

EXPENSE

Payroll

Payroll remains the largest portion of MetroEast's budget. Our people are our strength and our emphasis on individualized service and one-on-one education requires a certain level of staffing. During COVID, we lost 1.5 FTE in the Production department and switched to an on-call producer model, which we anticipate being the "new norm."

MetroEast capitalizes payroll expenses directly attributed to capital projects.

Other Operational Expenses

The remainder of MetroEast's operational expenses this fiscal year are projected based on the lifting of COVID-19 restrictions and re-opening, in coordination with Governor Brown's directives, gradually and intentionally beginning this summer. We will continue to offer training and programming online as well. Operational expenses don't deviate significantly from prior to the pandemic.

Contractor and Installation Expenses

MetroEast has multiple annual IT support contracts that make up the majority of this category. Our new CRM, Neon ONE is a large source of these contracts.

We will also have design and architecture consultants in the budget for the MetroFeast Kitchen project coming in 2022. Most construction and operations expenses will be in FY 22/23.

Equipment

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

- Roof solar upgrades and related roof repairs (\$80K)
- Staff computer replacements/upgrade (\$20k)

- Ongoing gear for the Mobile Innovation Lab (\$10K)
- All three Studio A cameras are at the end of their useful life, and we need to start replacing them in this FY (\$100k)

Building Improvements

MetroEast will upgrade the solar array and make repairs to some major leaks, caused by the original solar array install. Insurance adjusters are currently working with us to see what of these damages are covered.

Vehicles

No new vehicles will be purchased this FY.

RESERVES

MetroEast is prepared to draw from reserves to cover any budget shortfall. The investment fund stands at \$982k as of 4/2/21.

MetroEast Community Media FY 21/22 Budget				
	18/19	19/20	20/21	21/22
	<i>Actual</i>	<i>Actual</i>	<i>Approved Budget</i>	<i>Proposed Budget</i>
OPERATIONS BUDGET				
INCOME				
Franchise Fees	924,626	891,683	840,000	850,177
Sponsorships	6,500	1,500	20,000	20,004
Operating Grants	58,500	15,000	95,924	95,500
Contributions	4,447	6,975	27,500	27,500
Education Services				\$15,000
Production	122,797	62,589	200,000	150,000
Memberships	7,901	6,913	16,000	7,200
Other	61,830	26,190	82,200	67,200
Interest	1,222	1,445	560	\$560
Total Operating Income	1,187,823	1,012,295	1,282,184	1,233,141
EXPENSE				
Payroll & Benefits	1,342,485	1,184,665	1,179,204	1,221,637
Less: Capitalized Wages	<i>-150,882</i>	<i>-69,783</i>	<i>-175,000</i>	<i>-102,000</i>
Adjusted Total Personnel	1,191,603	1,114,882	1,004,204	1,119,637
Communications, Utilities Maint & Misc	70,428	59,040	60,948	73,928
Dues & Subscriptions	18,671	10,577	14,695	12,000
Education & Training	4,962	7,499	7,500	8,500
Food, Production & Business Expenses	44,915	68,128	46,610	40,050
Insurance	39,757	77,853	64,500	67,900
Marketing, Media, Printing & Shipping	30,527	6,073	26,190	23,690
Office & Operating Supplies	40,712	14,697	26,900	26,900
Professional Services	208,671	83,495	105,560	100,560
Software		11,349	15,618	7,650
Travel & Transportation	37,303	4,765	17,350	6,010
Other Expenses	32,613	1,367	9,540	1,200
Total Operating Expenses	1,720,162	1,459,724	1,399,615	1,488,025
Operating Loss (Covered by Reserves)	<i>-532,339</i>	<i>-447,429</i>	<i>-117,431</i>	<i>-254,884</i>
CAPITAL BUDGET				
INCOME				
MHCRC Capital Funding	858,734	507,603	816,000	626,630
Grants (Capital)		64,987	174,376	167,000
Total Capital Income	858,734	572,590	990,376	793,630
EXPENSE				
Capitalized Wages & Benefits	131,975	69,783	175,000	102,000
Contractor & Installation	35,053	41,982	54,000	49,000
Equipment	267,117	105,132	448,800	313,000
Furniture	42,366	7,094	2,000	5,040
Building Improvements	184,899	13,850	45,000	110,000
Mortgage and Capital Leases	85,411	101,914	102,000	97,297
Other Expenses	34,962			
Peripherals, Supples				
Vehicles		31,897	85,000	0
Software Development & Licensing	76,951	91,691	45,850	100,000
Total Capital Expenses	858,734	463,342	957,650	776,337
Capital and Grant Gain (increase in grant liability account)	0	109,248	32,726	17,293
TOTAL INCOME	2,046,557	1,584,885	2,272,560	2,026,771
TOTAL EXPENSES	2,578,896	1,923,066	2,357,265	2,264,362
TOTAL GAIN/LOSS	<i>-532,339</i>	<i>-338,181</i>	<i>-84,705</i>	<i>-237,591</i>



FY 2021-2022 Operating Budget Narrative

Summary

The budget is prepared with the anticipation that Open Signal will operate to provide services to the community with the equity focus while in compliance with the grant agreement with the City of Portland and Foundation Funders due to the unknown future from the Pandemic.

Revenue

The total anticipated revenue for FY 21-22 is lower than FY 20-21 by approximately \$557K, this is because in fiscal year 2020-2021, Open Signal received supplemental capital funding approximately \$325K for the online distribution project. The anticipated revenue for Production Services revenue is lower than fiscal year 20-21 by approximately \$198K is because the leadership decided not to expand the Production Services department by maintaining the current contracts and only accepting new contracts that are mission aligned with Open Signal. The Capital Overhead is approximately \$46K lower than FY20-21 is because the Capital funding is lower than FY20-21.

Approximately 2% of the anticipated operating revenue is allocated to the reserved account, the estimated amount is \$31K.

Personnel Expenses

The anticipated total personnel for FY 2021-2022 is approximately \$1.4 millions which is approximately \$204K lower than fiscal year 2020-2021. The \$1.4 millions is including the estimated \$96K salary increase for current staff, a \$128K for any new hires if needed for FY 2021-2022 and \$50K built in for contingency.

Operating Expenses

The anticipating total operating expenses is approximately \$579K which is about \$30K less than FY 2020-2021. There are several big anticipated expenses for FY 21-22, Access need for disability accommodation of \$10K, Professional Services (Planning, etc) of \$65K and Training of \$24K; Equity training and professional development for staff.

Open Signal

Fiscal Year 21-22
Capital and Operating Budget - Preliminary

	Actual FY19-20	Adopted Total Budget FY20-21	Preliminary Total Budget FY21-22
INCOME			
Grants - Government	\$ 1,751,033	\$ 2,239,328	\$ 1,950,894
Grants - Foundation With Donor's Restrictions	\$ 344,920	\$ 280,000	\$ 200,000
Grants - Foundation Without Donor's Restrictions	\$ 26,175	\$ -	\$ 80,000
Contributions-Corporation	\$ 1,017	\$ 10,000	\$ 10,000
Contributions-Board	\$ 2,753	\$ 3,000	\$ 3,500
Contributions-Member	\$ 19,416	\$ 30,000	\$ 20,000
Earned Income - Production Services	\$ 305,751	\$ 270,720	\$ 72,000
Earned Income - All	\$ 54,448	\$ 29,360	\$ 15,000
Capital Overhead (Capital Management Fee)	\$ 135,387	\$ 187,631	\$ 140,991
Miscellaneous Income	\$ 12,255	\$ 5,020	\$ 5,000
Total Revenue	\$ 2,653,155	\$ 3,055,059	\$ 2,497,385
Estimated Operating Cash Balance Carry Forward from FY 20-21	\$ 246,731	\$ 162,377	\$ 336,526
2% of Anticipating Operating Revenue allocating to Reserve			\$ (31,149)
Total Resources Available	\$ 2,899,886	\$ 3,217,436	\$ 2,802,762
EXPENSES			
Total Payroll, Tax & Fringes	\$ 1,586,222	\$ 1,563,999	\$ 1,359,421
Total Operating Expense	\$ 583,606	\$ 610,351	\$ 579,718
Net Ordinary Operating & Capital Surplus(Deficit)	\$ 730,058	\$ 1,043,086	\$ 863,623
Total Other Income (Expense)	\$ (713,829)	\$ (555,585)	\$ (758,668)
Total Operating & Capital Surplus (Deficit)	\$ 16,229	\$ 487,501	\$ 104,955



FY 2021-22 Capital Plan Narrative

Overview

Due to the combination of loosening of COVID-19 restrictions and the continued goal to maintain public safety, Open Signal has identified the need to adjust for a hybrid approach of online and in-person services. The capital budget for FY 2021-22 will be primarily centered around increasing in-person services and streamlining our equipment to lessen the safety risk of prolonged interactions with the public.

Land and Land Improvements

Budget: \$2,000.00

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

Building and Building Improvements

Budget: \$22,000.00

In FY19-20 an accessibility assessment of the building was conducted. Due to our capacity and the county's strict COVID restrictions we were unable to make the necessary improvements last fiscal year. We have carried forward our accessibility project into this fiscal year. Areas of focus will be the parking lot, handicap loading area and restrooms. We will also be installing a key fob system to our building for increased security and management. A budget was set aside to conduct a building feasibility study for future expansion of the building. A small budget was set aside to repaint the studios.

Production Equipment

Budget: \$341,000.00

We are streamlining our public checkouts by building new base-level kits and multi-camera kits for public use. We will also be building additional kits for our project-based cohort. Purchases of custom protective cases for storage and transport will be made for Labs cameras and other production equipment, such as monitors and focus control. We will purchase additional tripod systems to support heavier and more complex camera systems, in addition to other camera stabilization. We will replace the current, outdated main edit and post production workstation computer. Purchases will also be made of larger scale cinema lighting systems and accessories as well as specialty lenses and optics. We will be purchasing replacement computers for handling live video graphics, as well as dedicated computers for handling remote meeting

coverage. We will be enhancing our ability to support multiple simultaneous meetings as well as rebuilding our field equipment for going to remote locations. We will also be participating in the upgrade process for City Hall when that project starts up again. We will be allocating funds to upgrade the City Hall Control Room. A small budget was set aside for any unexpected expenses.

Computers

Budget: \$155,000.00

We will be replacing our current stock of public computers, to better serve the community members with producing their content, as well as better options for submitting content. A small budget was set aside for any unexpected expenses.

Vehicles

Budget: \$0.00

There are no planned vehicle purchases in this fiscal year.

Office Equipment and Furniture

Budget: \$1,000.00

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

Software and Other Intangibles

Budget: \$193,500.00

There are no plans to add additional software in this fiscal year. The budget has been set to maintain the current software. A small budget was set aside for software needs as they arise. We will continue developing our website and CRM system to meet the needs of the organization. Features we are working on including customization of our CRM software, to better track our programs, grants, and Production Services clients:

- Adding features to allow our system to integrate with our new online presence
- Refactoring our Reservations system to be more efficient. Refactoring our Playback Programming system to take advantage of advances in the newer version of our Traffic Control System (Tightrope/Cablecast)
- Additional work will be creating tools for staff to have better insight into the data stored in our central database and be able to correct data entry errors, as well as improvements to the user experience in generating reports based on the data we collect and report to our stakeholders

open signal

- Adding additional features to gather SCTE ISBE Standard metadata for video content, preparing for new features to allow producers to submit content to other Content Networks
- Replacing our content upload feature using new standard web technologies (S3) to replace our prior internal only submissions system. Initial phase of our automated backup of video content to Archive.org. Containerization of our current web platform.

Preliminary Capital Budget FY 21-22

	Actual Capital Expense FY19-20	Adopted Total Budget FY20-21	Approved Total Budget FY21-22
Capital Revenue	\$ 902,580	\$ 925,144	\$ 925,144
Carry Forward Amount	\$ 67,406	\$ 242,274	\$ 317,976
FY17-18 Audit Difference Adjustment	\$ 1,480		
Balance OF Capital Fund Carryover	\$ 971,466	\$ 1,167,418	\$ 1,243,120
Total Capital Resources Available			
Capital Expenses			
Land & Land Improvement	\$ -	\$ 2,000	\$ 2,000
Building & Building Improvement	\$ 91,390	\$ 11,500	\$ 22,000
Production Equipment	\$ 172,157	\$ 220,000	\$ 341,000
Computer	\$ 13,346	\$ 110,000	\$ 155,000
Vehicles		\$ -	\$ -
Office Equipment & Furniture	\$ 46,134	\$ 14,000	\$ 1,000
Software & Other Intangibles	\$ 155,813	\$ 161,500	\$ 193,500
Capitalized Wages	\$ 114,965	\$ 191,670	\$ 120,000
Construction in Progress - CIP	\$ -		
Capital Overhead	\$ 135,387	\$ 138,772	\$ 140,992
Total Capital Expense	\$ 729,192	\$ 849,442	\$ 975,492
Net Capital Surplus	\$ 242,274	\$ 317,976	\$ 267,628

SUPPLEMENTAL BACKGROUND INFORMATION
OPERATING BUDGET BY PROGRAM – LINE ITEM DETAIL
FUND INTEREST CHART – ACTUALS AND PROJECTION

Attachment 2

MHCRC FY21-22 OPERATING BUDGET - Line Item Detail

Title	FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-20 Actual	FY20-21 Adopted	FY21-22 Proposed		
					Admin	Capital Compliance	Total
Expenditures							
Personnel - MHCRC Admin	497,774	339,589	464,264	629,633	368,103	325,921	694,024
Indirect Personnel - Bureau Support	34,540	10,870	0	0	0	0	0
Total Personnel Services	\$532,314	\$350,459	\$464,264	\$629,633	\$368,103	\$325,921	\$694,024
External Fund Audit	13,150	10,060	12,432	15,000	5,403	9,597	15,000
Professional Services	140,728	177,044	262,887	362,000	107,000	109,810	216,810
Legal Services	N/A ⁽¹⁾	N/A ⁽¹⁾	N/A ⁽¹⁾	N/A ⁽¹⁾	67,000	9,000	76,000
Miscellaneous Services	4,755	2,563	5,540	9,000	5,050	4,000	9,050
Office/Operating Supplies	3,378	2,123	2,719	800	1,934	700	2,634
Education	11,462	8,394	9,884	14,775	11,475	4,150	15,625
Local Travel	555	0	0	600	250	250	500
Out-of-Town Travel	4,744	2,743	2,496	10,400	1,200	3,000	4,200
Rent Columbia Square	37,677	41,744	31,635	0	0	0	0
Miscellaneous	882	1,440	989	800	300	400	700
Total External Materials & Services	\$217,331	\$246,111	\$328,582	\$413,375	\$199,612	\$140,907	\$340,519
Fleet Services	0	0	0	0	34	31	65
Print/Distribution	8,365	3,918	457	2,799	1,556	1,311	2,867
Facilities Services	287	310	313	45,359	25,608	21,564	47,172
EBS Services	13,223	8,548	0	0	0	0	0
Information Technology (IT)	22,685	21,022	17,642	15,614	6,250	5,264	11,514
Insurance/Workers Comp	7,406	6,876	6,276	5,673	3,085	2,600	5,685
Technical Accounting IA	6,350	5,575	9,000	9,000	2,970	6,030	9,000
Legal Services IA	17,372	N/A ⁽²⁾	N/A ⁽²⁾	N/A ⁽²⁾	N/A	N/A	N/A
Mgmt Services (Bus Ops) IA	25,000	8,333	8,062	0	0	0	0
Other	878	(9,780)	0	0	0	0	0
Total Internal Services	\$101,566	\$44,802	\$41,750	\$78,445	\$39,503	\$36,800	\$76,303
GF Overhead	0	0	100,000	25,000	13,750	11,250	25,000
Contingency - General	0	0	0	108,415	62,052	51,533	113,585
Encumbrance Carryover	38,085	80,000	0	0	0	0	0
Total Fund Level Expenditures	\$ 38,085	\$ 80,000	\$ 100,000	\$ 133,415	\$ 75,802	\$ 62,783	\$ 138,585
Total Expenditures	\$ 889,296	\$ 721,372	\$ 934,596	\$ 1,254,868	\$ 683,020	\$ 566,411	\$ 1,249,431
Franchise Admin. Program Expenses	425,962	410,971	582,432	727,881	683,020	0	683,020
Capital Fund Compliance Expenses	431,830	325,332	352,164	526,988	0	566,411	566,411
Resources							
Appropriation from Jurisdictions	455,118	469,228	480,347	452,951	536,223	0	536,223
Year-end Balance - Carry over	2,500	12,409	80,000	127,322	0	0	0
Interest Revenue Allocation	\$ -	-	22,058	147,608	146,797	-	146,797
Appropriation from Fund Compliance	519,688	325,332	352,164	526,988	0	566,411	566,411
Total Resources	\$ 977,306	\$ 806,969	\$ 934,569	\$ 1,107,261	\$ 683,020	\$ 566,411	\$ 1,249,431
Year-End Operations Balance	\$ 31,656	\$ 70,666	\$ -	\$ -	\$ -	\$ -	\$ -

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

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

Interest Chart thru FY2021-22

Interest Fund Balance - history					<i>A=Actual</i>
Earnings and Expenditures by Fiscal Year					<i>E=Estimated</i>
Fiscal Year	Interest Earned	Net Admin. Expenditures	Change	Cumulative Balance	
			Beginning Balance	\$196,968	A
2005-06	\$100,333	(\$99,294)	\$1,039	\$198,007	A
2006-07	\$171,764	(\$92,312)	\$79,452	\$277,458	A
2007-08	\$181,699	(\$92,771)	\$88,928	\$366,386	A
2008-09	\$126,158	(\$109,703)	\$16,455	\$382,842	A
2009-10	\$71,976	(\$98,233)	(\$26,257)	\$356,585	A
2010-11	\$32,395	(\$109,045)	(\$76,650)	\$279,935	A
2011-12	\$34,324	(\$129,708)	(\$95,384)	\$184,550	A
2012-13	\$30,329	(\$66,281)	(\$35,952)	\$148,599	A
2013-14	\$43,567	\$0	\$43,567	\$192,165	A
2014-15	\$57,577	\$0	\$57,577	\$249,742	A
2015-16	\$91,898	(\$4,949)	\$86,949	\$336,691	A
2016-17	\$136,434	\$0	\$136,434	\$473,126	A
2017-18	\$184,274	\$0	\$184,274	\$657,399	A
2018-19	\$291,297	\$0	\$291,297	\$948,697	A
2019-20	\$ 265,053	(\$22,058)	\$242,995	\$1,191,691	A
2020-21	\$ 97,875	(\$147,608)	\$ (49,733)	\$1,141,959	E
2021-22	\$ 101,790	(\$146,797)	(\$45,007)	\$1,096,952	E

COVER SHEET - AGENDA ITEMS #R3

For Commission Meeting: May 24, 2021

“Community Technology Grant Agreements: 2021 Cycle”

Recommendation:

Staff recommends that the Commission approve the following three Community Technology grant agreements:

A.	One World Chorus	\$119,446.93
B.	CETI	\$76,867.00
C.	Flying Focus Video Collective	\$1,334.00

Background:

At its January meeting, the Commission selected 17 Pre-Applications to invite to apply for funding. Following the Commission’s decision, MHCRC staff began to engage all 17 applicants in a process to complete full grant applications and contracts. In follow-up to specific Commissioner comments at the January meeting, staff has collaborated with applicants to make suggested revisions to the pre-applications including clearly defining measurable outcomes and evaluation measures, expanding on programmatic details surrounding beneficiaries, and the development of a detailed project budget that would more clearly identify the matching resources necessary to successfully implement the project.

Three applicants were presented at the March MHCRC meeting and were approved for a total in grant funds of \$225,348.

MHCRC staff has reached agreement with an additional three applicants on final grant agreements recommended for approval for a total amount of \$197,647.93 in grant funds.

If the MHCRC approves these three recommended grants presented, the MHCRC will have invested a total of \$422,995.93 into our communities so far in the FY20-21 cycle.

The remaining 9 applicants are expected to finalize grant agreements in the coming months and will be presented at the June Commission meeting.

Grant Agreements for Approval - Summaries:

A. One World Chorus

Grant Request: \$119,446.93 (Pre-Application Grant Request: \$119,446.93)

Total Project Budget: \$239,481.93 (Pre-Application Total Project Budget: \$239,031.93)

The “Big Up Show” Project provides an opportunity for Portland area students to collaborate and learn from leading professionals who work in live performance and broadcast media. One World Chorus seeks to train upwards of 200 students (ages 10 to 18) throughout ten-week residencies on how to operate camera, sound, lighting and editing equipment while producing episodes of “The Big Up Show,” a children’s variety program which will be shared out on Open Signal. This creative outlet aims to reach youth who attend schools where 80% of the population is eligible for free or reduced lunch, and who often face poverty, gang violence, gentrification and discrimination as everyday challenges. Students will be recruited through partnerships with Portland Parks and Recreation, and The Boys & Girls Clubs of Portland. Grant funds will be used to purchase mobile production kits for student use in remote learning sessions and will allow the staff to reach more kids at additional locations. Each residency culminates with an event in which students share their segments with an audience (live or virtual).

The MHCRC previously awarded grant funds to One World Chorus for “The Big Up Show” in 2018; all grant outcomes were met satisfactorily. This request is to continue the success of the program as well as to expand outreach to work with additional youth and project partners.

B. CETI

Grant Request: \$76,867 (Pre-Application Grant Request: \$58,000)

Total Project Budget: \$242,767 (Pre-Application Total Project Budget: \$122,000)

CETI’s “XRhive: Creating Social Documentary Experiences” project aims to pilot a storytelling project using video technology alongside emerging technologies. Participants will gain experiential training by working collaboratively with seasoned experts to create an augmented reality tour (in the form of a Pokeman-like app) that tells the cultural history of N/NE/E Portland, emphasizing social justice and themes of migration and displacement. A minimum of 40 participants will be recruited from identified communities (including under-represented groups in STEAM, communities of color and/or women, immigrants, and LGBTQ+) through project partners such as the DIN, Open Signal, STEAM groups, and CETI’s own network. Participants will be connected with mentors (technical experts) to create videos that will be displayed within the app. Training will occur through virtual workshops, tutorials and regular project work within an assigned team. Participants will

gain relevant skills in grant-funded technology such as XR (extended reality), video production, and video editing. In addition, the collected video stories will be edited into at minimum three longer videos which will be shared with both Open Signal and MetroEast Community Media. Portland State University's School of Art and Design will act as a project partner who will provide a training space, equipment storage, and production support.

The project request was increased from the pre-application to include eligible overhead costs and to cover equipment requests that were to be previously donated (CETI noted that the tech companies suspended their tech donation offices and personnel during the pandemic).

C. Flying Focus Video Collective

Grant Request: \$1,334 (Pre-Application Grant Request: \$1,334)

Total Project Budget: \$2,774 (Pre-Application Total Project Budget: \$2,774)

Flying Focus Video Collective's "2021 Archiving Grant" project seeks grant funds to purchase hard drives and tapes in order to back up new programs as they are produced to ensure that programs are available to rebroadcast on Open Signal. The hard drives and tapes are projected to allow Flying Focus Video Collective to produce and archive content for approximately three years. The programming showcases local groups and illustrates various issues of concern, how various civic groups are working on the issues, and how viewers can get involved to help make substantive change.

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

Attachments: Draft Community Technology Grant Agreements for three grants

NOTE: Draft Grant Agreements and Attachments provided in separate PDF due to document size.

Prepared by:

Rana DeBey

AGREEMENT FOR COMMUNITY TECHNOLOGY GRANT

This Agreement is between the Mt. Hood Cable Regulatory Commission (Commission), through the Office for Community Technology (OCT), and One World Chorus (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 The Big Up Show Project.

AGREEMENT:

1. Grant Amount, Use of Grant

Grantee is awarded an amount not to exceed \$119,446.93 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 pay to the Grantee \$119,446.93 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.

Upon request, Grantee shall provide supporting documentation to demonstrate need for invoice payment required for purchase of capital goods in accordance with this Agreement at the time of invoice submission. Alternative payment schedules may be adopted at the Project Manager's discretion based on the supporting documentation provided. The Project Manager shall notify the grantee if an alternative payment schedule is necessary.

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.

Prevailing wages. State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for certain contracts that total \$50,000 and above. If Grantee's project is subject to the prevailing wage requirements, Grantee will comply with the prevailing wage requirements of ORS 279C.800 through 279C.870 and any other applicable prevailing wage requirements contained in ORS 279C, Oregon administrative rules, or city code.

4. 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 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 June 1, 2021 through December 31, 2021; January 1, 2022 through June 30, 2022; July 1, 2022 through December 31, 2022; January 1, 2023 through June 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 August 30, 2023.

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.

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

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 MHCRC, 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 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. Independent Contractor Status

Grantee and its contractors and employees are not employees of the MHCRC or the City of Portland and are not eligible for any benefits through the MHCRC, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits. GRANTEE will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

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 June 1, 2021, unless Grantee fails to sign and return the Agreement to the Commission within thirty (30) days of Commission action to approve the Agreement, in which event this Agreement shall be null and void. The term of this Agreement is through, and including, September 30, 2023, 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 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 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
1120 SW 5th Ave, Suite 405

Portland, OR 97204
Email: rana@mhcrc.org

If to Grantee:

Attn: Aaron Nigel Smith
One World Chorus
333 South State
Lake Oswego, OR 97034
Email: Ans@oneworldchorus.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: The Big Up Show

GRANTEE: One World Chorus

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

01422 - 2021 Community Technology Grants

01610 - The Big Up Show

Community Technology Grants

Status:	Submitted
Original Submitted Date:	04/06/2021 10:46 AM
Last Submitted Date:	04/12/2021 9:41 AM

Primary Contact

Feel free to edit your profile any time your information changes. [Create your own personal alerts using My Alerts.](#)

Name:	Aaron	Nigel	Smith
	Salutation	First Name	Middle Name
Email:	Ans@oneworldchorus.org		
Phone:*	323-459-3007		
	Phone	Ext.	
Title:			

Organization Information

Organization Name:	1 World Chorus		
Organization Type:	Non-Profit Entity		
Tax ID	800392544		
Organization Address:	333 South State		
City*	Lake Oswego	Oregon	97034
	City	State/Province	Postal Code/Zip
Phone:	323-459-3007		

Project Narrative

Total Grant Funds:	\$119,446.93
Total Match Funds:	\$120,035.00
Total Funds:	\$239,481.93
Proposed Technology	Video production equipment
Public Benefit Area	Reducing Disparities
Project Purpose	

In defining the project purpose, applicants must:

Big Up Show participants attend schools where 70-80% of the population is eligible for free or reduced lunch. Our students face poverty, gang violence, gentrification and discrimination as everyday challenges. We give these youth a creative outlet and a platform for their voices to be heard. This project gives students who would otherwise not have the opportunity, a chance to learn about live broadcast technology, potentially sparking a whole new world of educational or career interest and potential. Technology is a key tool for creating impact in our modern world. We give underserved youth the opportunity to create and broadcast a positive message from their perspectives. When we expose young minds to new technology, we can unleash potential, while leveling the playing field for personal development and advancement. During our residencies, students learn technical skills that can be used to help advance future career goals. Our students also practice important life skills like risk taking, creativity, discipline, teamwork, empathy building, and leadership.

From 2018-2020, we completed three consecutive, 10-Week *Big Up Show* residencies with youth at The Blazers Boys & Girls Club. During these classes, 120 students ages 10-18 from traditionally under-resourced communities in NE Portland, collaborated to create a video series designed to teach basic principles of peace. *The Big Up Show* episodes broadcast on Open Signal's public access channels, which reaches an estimated 400,000 viewers in the Portland Metro area. The shows are also posted on Youtube with more than 23,000 total views to date. Our culminating events were attended by 431 Portland community members.

In 2021, we will partner with Portland Parks & Recreation, and The Boys & Girls Clubs to complete the next two-year *Big Up Show* cycle. We anticipate 180-200 students will learn to operate cameras, sound, lighting and editing equipment, while producing the next episodes of the show. The COVID-19 pandemic has created an immediate need for high-quality livestreaming, so we have integrated multi-camera, broadcast quality livestream training into our programs. We also opened a state of the art video production studio at the Cine Rent West headquarters in NW Portland. Renovations were made to the space with social distancing guidelines in mind.

Between September 2021-June 2023, 1 World Chorus will run three consecutive 10-Week residencies for *The Big Up Show* program. On Thursdays from 3-5pm we will hold weekly classes in partnership with Portland Parks & Recreation, and on Fridays from 4-6pm we will hold weekly classes in partnership with The Boys & Girls Clubs of Portland. We anticipate 20-30 youth at each location will enroll in our program for a total of 180 participants in our next two years. During *The Big Up Show* residency, students work in teams to produce skits, interviews, music videos, and short films that share messages of peace and community building. Following each 10-week residency, we produce a culminating event where students share their segments with an audience (live or virtual). We then post the completed episodes of *The Big Up Show* on Open Signal, cable access channels, and YouTube, enabling the wider community to benefit from our program. Our show archives serve as an educational resource for pre-k & elementary aged students here in Portland and around the world.

The Big Up Show project provides an opportunity for Portland students to collaborate and learn from leading professionals who work in live performance and broadcast media. Our students will apply fundamental elements of science, technology, engineering, art, and math (STEAM) in real world applications during *The Big Up Show* residency. Billy Miller will train our students to operate studio cameras, microphones, 2-way radio, ATEMS live editing system, as well as, light and sound boards. Aaron Nigel Smith, will instruct and rehearse on camera talent, and help teams with writing, casting and filming. Walker Cahill from Waltronic Press will lead the set design team. Our youth mentors will support staff and students during the production by sharing insights from their experiences working on previous *Big Up Show* projects. They will also help with classroom management.

Program directors at Portland Parks & Recreation and Boys and Girls Club will recruit youth from their populations to attend our classes. They will also provide support staff and snacks for our socially distanced in-person sessions. We now offer *The Big Up Show* as a distance learning program when necessary. Funds from this grant will enable us to purchase mobile production kits for student use in remote learning sessions.

DEI measures have been integral to 1 World Chorus since we formed. Our board of directors is 75% people of color and 50% women. Our executive director is a woman, and our artistic director is African-American. The project leads for *The Big Up Show* are Black and Latino. Our teaching team includes 80% people of color, 40% women, and 10% identify as LGTB. We explore diversity, equity, and inclusion in the skits, interviews and performances that we produce with the youth during our residencies. Instructors from Peace Village also share useful tools for practicing mindfulness, building empathy, and equity in communities with our youth.

(This field has a character limit of 7000)

Measurable Project Outcomes

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

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

Measurable Project Outcomes:

- A minimum of 150 low-income, BIPOC youth will participate in the program over 2 years
- 80% of the participating youth will demonstrate video production proficiency through the production of episodes of the Big Up Show.
- 20% of the participating youth will demonstrate creative storytelling skill attainment through the creation of storyboards, writing scripts, casting, performing, and set design.
- 95% of the participating youth will demonstrate an increased understanding of peace principles and respectful communication techniques.

(This field has a character limit of 1500)

Evaluation Plan

How will you evaluate progress toward, and achievement of, the projects anticipated outcomes?

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

During the final class of each 10-12 week session, we will distribute surveys to students enrolled in the residency to gather valuable demographic information and knowledge about the overall impact of the program.

We will work with Evaluation in Action consultants to create the final surveys, distribution and data collection plan.

Sample survey questions:

1. What do you like best about this course?
2. What would you like to change about the course?
3. What technology did you enjoy using the most?
4. What ways can technology be used to build community?
5. Can you imagine using any of this technology in your future career?
6. Did you learn at least 1 tool for peace building?
5. Do you identify as male, female or non-binary?
8. Are you comfortable identifying your race? If so, please do.

We will also distribute surveys to our teaching staff to gain demographic information and knowledge about the impact of our training, the level of preparedness and individual and collective impact of the program.

Sample survey questions:

1. How well did the pre-residency training prepare you for working with the youth who showed up?
2. What technology resonated the most with the youth?
3. What would you change about the residency?
4. How engaged were the youth during your classes?
5. Did your students demonstrate increased awareness around mindfulness and peace building?
6. Do you identify as male, female or non-binary?
7. Are you comfortable identifying your race? If so, please do.

All data collected from the surveys will be digitized via google's survey software and shared in a report to our board of directors, and residency planning team. Our committee will meet to discuss data collected in the surveys in between each residency, and use the feedback to adapt the program accordingly.

(This field has a character limit of 2500)

Project Partners

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

Please list project partners as confirmed or unconfirmed.

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

Portland Parks & Recreation

Portland's parks, public places, natural areas, and recreational opportunities give life and beauty to our city. These essential assets connect people to place, self, and others. Portland's residents treasure and care for this legacy, building on the past to provide for future generations. Curtis Scott from Portland Parks SUN School program will coordinate student recruitment for the three consecutive 10-12 week Big Up Show residencies. He will also reserve classroom space and organize two supporting staff members from Parks to assist with logistics (such as transportation and snacks) and classroom management during our sessions. **CONTACT: Curtis Scott - Curtis.Scott@portlandoregon.gov**

The Blazers Boys & Girls Club

Boys & Girls Clubs of Portland's mission is to empower all young people, especially those who need us most, to discover their full potential as caring, engaged, responsible community members. Center director, Michlele McPherson will coordinate student recruitment for the three consecutive 10-12 week Big Up Show residencies. She will also reserve classroom space and organize two supporting staff members from the club to assist with logistics (such as transportation and snacks) and classroom management during our sessions. **CONTACT: Michele McPherson -mmcpherson@bgcportland.org**

Peace Village

With over twenty years of experience, Peace Village teaches children, youth, and families practical and concrete skills in conflict resolution, empathy, creating inner peace, connecting with the natural world, and collaborative leadership. Elizabeth Wilson and Wintry Smith will lead 30-minute Peace Village workshops during the fourth and eighth class of each 10-12-week Big Up Show session. We will encourage participating youth to connect their learning from these workshops to the segments they prepare for the final live taping event. **CONTACT: Lizzie Wilson - Lizzieio@live.com**

(This field has a character limit of 3000)

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

Technical Design

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

Students will learn to operate **BlackMagic ATEMS SWITCHERS** to develop key technical skills for managing the flow of visual elements during a live video production. Since our youth are learning to edit scenes live with the **ATEMS**, by the end of our culminating event, we will have a product that is almost for ready broadcast on the Open Signal cable access channels with minimal post production work. *Big Up Show* students will also learn to operate state of the art **Black Magic and Canon Cameras** to capture the action of the segments created during the residency and culminating event. We will use **Stabilizers** to steady the operation of the cameras and provide fluidity of motion in the shots. The **Canon Lenses** will allow our students to learn how to focus, capture wide, medium and close up shots, and practice shot composition. Lenses are a key component to any video production operation. Students have expressed interest in capturing aerial shots, so we will train students to use the **Mavic Pro Drone. The Slider/Jib combo** will let students explore the camera in motion. These tools allow the youth to capture footage from virtually any angle while the camera is moving.

Lighting is one of the most essential parts of production. The **Lighting Kit** we selected will enable us to light scenes whether outdoors, indoors, day, night and even in the rain. Students expressed an interest in adding lighting effects and colors to their productions. Our lighting package upgrade will give students a wide range of creative lighting options. **Monitors** allow our production team, and on camera performers to observe their work in real time. The teleprompter monitor helps cast members to remember lines while filming. Tripods hold our cameras securely in place while students film segments. **CSTANDS** are used to hang backdrops, lights and microphones on set.

We quickly learned during our 2018-2020 sessions that we needed additional **Computers** for editing, student research, and for use when livestreaming. In our 2021-2023 residencies, students will be allowed to take home **Mobile Kits** that include a camera, light and sound recording equipment. This way our youth can create content from home as necessary. We also have a need for additional **Memory Cards** for archiving student work. **Apple Boxes** are useful as set pieces, and storage for production gear. **Final Cut Pro X** is professional editing software that we train youth to use to complete their segments. We will coordinate with **American Cinema Equipment** to maintain a regular equipment maintenance and upgrade schedule.

(This field has a character limit of 5000)

Proposed Project Start and End Date:

Projects may include timelines of up to 18 months, and must wrap up by December 2022.

Proposed Start Date (month/year): June 2021

Proposed End Date (month/year): June 2023

Implementation Plan

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

April-June 2021	FUNDRAISING FOR 2021-2023 BIG UP SHOW PROJECT
July 12, 2021	PLANNING COMMITTEE MEETING
July 15-August 1, 2021	PURCHASE EQUIPMENT
August 12, 13 2021	PARKS & RECREATION / BOYS & GIRLS CLUB PLANNING MEETING / DEVELOP 2021 SURVEYS
August 15-30, 2021	RECRUIT STUDENTS FOR RESIDENCY/STAFF TRAINING
September-December, 2021	PRE RESIDENCY SURVEYS COMPLETED/10-WEEK RESIDENCY
December 16, 2021	CULMINATING EVENT & CAST PARTY
December 17, 2021	STUDENT DEBRIEF / POST RESIDENCY SURVEYS COMPLETED
December 18-19, 2021	POST PRODUCTION / SHARE CONTENT WITH OPEN SIGNAL
January 2022	OPEN SIGNAL BROADCAST DEBUT OF BIG UP SHOW
January 6, 2022	PLANNING COMMITTEE MEETING-DEBRIEF / EVALUATION OF SURVEY DATA
THIS RESIDENCY PROCESS WILL BE REPEATED 2 TIMES BETWEEN SEPTEMBER 2021-JUNE 2023	

(This field has a character limit of 2000)

Budget Narrative

Budget Narrative

PERSONNEL

Project Lead/Lead Instructor The Project lead will guide implementation of the project plan for The Big Up Show. Responsibilities include managing the budget, timeline, coordinating planning committee meetings, as well as, contracting teaching, production and project evaluation staff. The Project lead will also work closely with Parks & Recreation and Boys & Girls Club directors to schedule and ensure the program is meeting the needs of the youth and expectation of the club. Project reports will also be the responsibility of the project lead.

Lead instructors will facilitate creative workshops, designed to allow students to create skits, prepare songs and interviews, rehearse and film scenes for the culminating production.

Project lead will work 5 hrs a week from June 2021-June 2023 at rate of \$50 per hr for a total of \$30,000

Leads instructors will work for 3hrs a week during three 10 week residencies. (30 weeks) at rate of \$70 per hr for a total of \$6,300

GRANT FUNDS: 0

MATCH FUNDS: \$36,300

2 Assistant Instructors - Assistant instructors will support the project by working closely with lead instructors to prepare and implement workshops each week. Another important responsibility includes helping to engage youth and keep them on task. Our assistants are youth who have participated in previous Big Up Show residencies and can share valuable insights. Our two assistants will work for 3hrs a week during three 10-12 week residencies. (30 weeks) at a rate of \$30 per hr for a total of \$5,400.

GRANT FUNDS: 0

MATCH FUNDS: \$5,400

TOTAL PERSONNEL: \$41,700

CONTRACTUAL

Technical Director- The technical director will manage all technical aspects of our productions, including training staff to operate equipment. Additional responsibilities include coordinating with Open Signal to upload the final show for broadcast and equipment maintenance. The technical director will manage hardware and firmware, and be responsible for keeping 1 World Chorus equipment covered under best possible warranty and insurance.

The technical director will work 4 hours a week from June 2021- June 2023 at a rate of \$25 per hr for a total of no more than \$14,080.

GRANT FUNDS: 0

MATCH FUNDS: \$14,080

Assistant Technical Director - Supports the technical director with maintenance of equipment and supports staff and students during residencies.

Our leads will work for 3hrs a week during three 10 week residencies. (30 weeks) at a rate of \$70 per hr for a total of \$6,300.

GRANT FUNDS: 0

MATCH FUNDS: \$6,300

PORTLAND PARKS & RECREATION

2 Supporting Staff - 2 Parks team members will serve as supporting staff for the residency. They will ensure that our work space is reserved and set up each week. They will organize transportation and snacks for participating youth. They will also assist with classroom management as needed.

Our two supporting staff will work for 3hrs a week during three 10-week residencies. (30 weeks) at rate of \$30 per hr for a total of \$4,950

GRANT FUNDS: 0

MATCH FUNDS: \$4,950

BLAZERS BOYS & GIRLS CLUB

2 Supporting Staff - The Boys & Girls Club director and one of her team members will serve as supporting staff for the residency. They will ensure that our work space is reserved and set up each week. They will organize transportation and

snacks for participating youth. They will also assist with classroom management as needed.

Our two supporting staff will work for 3hrs a week during three 10-week residencies. (30 weeks) at rate of \$30 per hr for a total of \$4,950

GRANT FUNDS: 0

MATCH FUNDS: \$4,950

PEACE VILLAGE

2 Peace Ambassadors - Our Peace Ambassadors will lead workshops that encourage students to build empathy, connection with nature and more compassionate human interactions. They will share tools for incorporating a theme of peace building throughout the segments the youth create.

Our Peace Ambassadors will work for 30 minutes during 6 class sessions for a total of \$1680.

GRANT FUNDS: 0

MATCH FUNDS: \$1,680

WALTRONIC PRESS

Set Designer - Our set designer will work with a team of students to conceptualize and build a set to serve as the main backdrop for The Big Up Show.

Our set designer will work for 3 hours a week for five weeks of every 10-week session (15 weeks) at a rate of \$50 per hr for a total of \$2250.

GRANT FUNDS: 0

MATCH FUNDS: \$2250

SUGAR MOUNTAIN PR

Public Relations - Our public relations team from Sugar Mountain PR will assist with drafting and distributing a press release announcing the live culminating event to Portland television, radio, and print media. They will also promote the event via social media channels including Facebook, Twitter and Instagram.

Our public relation firm charges \$1,000 a month for their services. To promote three culminating events the total will be \$3,000.

GRANT FUNDS: 0

MATCH FUNDS: \$3,000

AMERICAN CINEMA EQUIPMENT

Equipment Maintenance- American Cinema Equipment will cover scheduled maintenance on the Black Magic Gear. American Cinema charges \$75 per hour for their services. We estimate 15 hours of service during the three 10-week residencies for a total of \$1,125.

GRANT FUNDS: 0

MATCH FUNDS: \$1,125

EVALUATION IN ACTION

Evaluation Consultant- We will use Portland firm, Evaluation into Action to maximize collection and use of data to target and improve programs.

We will use Evaluation into Action for a three month campaign. One month prior to the launch of the program to create evaluation forms and distribution system and two months after to analyze data from evaluation forms and interviews. \$3,000 will be the total fee for these services.

GRANT FUNDS: 0

MATCH FUNDS: \$3,000

TOTAL CONTRACTUAL: \$41,335 (match)

EQUIPMENT

COMPLETE EQUIPMENT LIST IS ATTACHED

GRANT FUNDS: \$114,446.93

MATCH FUNDS: 0

TOTAL EQUIPMENT: \$114,446.93

INFRASTRUCTURE/FACILITIES CONTRUCTION

We will engage D & R Contruction to build a cyc wall in our production studio. This will enable us to film with white infinity,

green screen, or projected backdrops.

GRANT FUNDS: \$5,000

MATCH FUNDS: 0

TOTAL INFRASTRUCTURE/FACILITIES CONSTRUCTION: \$5,000

MISCELLANEOUS

We will reserve funds for equipment maintenance, potential upgrades, and unforeseen expenses.

GRANT FUNDS: 0

MATCH FUNDS: \$13,000

TOTAL MISCELLANEOUS: \$13,000

OVERHEAD

Production studio rent and utilities at Cine Rent West. The rate for rent is \$1350 per month. Utilities average 87.50 per month.

GRANT FUNDS: 0

MATCH FUNDS: \$24,000

TOTAL OVERHEAD \$24,000

Line Item Budget

Cost Category	Grant Funds	Match Amount	Project Total
Personnel	\$0.00	\$41,700.00	\$41,700.00
Education and Training	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$41,335.00	\$41,335.00
Equipment	\$114,446.93	\$0.00	\$114,446.93
Infrastructure/Facilities Construction	\$5,000.00	\$0.00	\$5,000.00
Miscellaneous	\$0.00	\$13,000.00	\$13,000.00
Overhead	\$0.00	\$24,000.00	\$24,000.00
Totals	\$119,446.93	\$120,035.00	\$239,481.93

Supplemental Material Attachments

File Name	Description	File Size
1WC 2020 Board (1).pdf	1WC Board	51 KB
Big Up Project Lead Bios.pdf	Big Up Project Lead Bios	83 KB
Big Up Show Class Pictures.pdf	Big Up Show Pictures	115.3 MB
Big Up Show Video Sample Links.pdf	Big Up Show Video Samples	41 KB
Mt Hood Grant Gear 2021 - Sheet1.pdf	Big Up Show 2021 Gear List	69 KB
The Big Up Show Support Letter.pdf	Letter from Portland Parks & Recreation	162 KB

Final Application Signature

Signature of Duly Authorized Representative

Aaron Nigel Smith

Date

04/06/2021

Title

Director

Phone

323-459-3007

E-mail

aaronnigel@gmail.com

The Big Up Show Video Samples

The Big Up Show Episode 3

<https://youtu.be/Pk9n5GE4CRY>

The Big Up Show Episode 2

<https://www.youtube.com/watch?v=-3f15ETVnaY&t=16s>

The Big Up Show Pilot

<https://www.youtube.com/watch?v=-3f15ETVnaY>

CAMERAS	
Blackmagic Mini Ursa 12K x3	\$9,995
	\$9,995
	\$9,995
Blackmagic Pocket Camera	\$1,295
Canon Mark IV	\$2,499
LENSES	
Canon CN-E 70-200mm T4.4	\$5,000
Canon CN-E 18-80mm x2	\$4,600
	\$4,600
Canon EF 24-70mm f/2.8L II USM Lens	\$1,699
Canon EF 50mm f/1.2L USM Lens	\$1,299
STABILIZER	
Easy Rig	\$6,860.00
DJI Osmo Mobile 3 Gimbal Combo	\$119.94
SWITCHER	
ATEM 2 M/E Advanced Panel	6,159
Camera Controls	\$3,079
Atems Mini Pro	\$595
DRONE	
Mavic II Pro	\$1,599
SLIDER/JIB	\$1,844.00
LIGHTS	
Dracast Lights	\$1,699.00
Arri T12	\$5,060
Dimmer for T12	\$1,599
Arri Orbiter	\$6,300
Creamsource Vortex	\$5,000
MONITORS	
Seetec x2	\$688

	\$688
Autocue QTV SSP17 17 Inch LCD Prompting System	\$1,957.00
TRIPODS	
Libec LX10 Studio Professional x 3	\$1,309
	\$1,309
	\$1,309
Manfrotto 055 Carbon Fiber 4-Section Tripod with Horizontal Column	\$462
Manfrotto Geared Head (405)	\$523
CSTANDS	
Newer x2	\$258.99
COMPUTERS	
IMAC x2	\$1,099
	\$1,099
MAC Book Pro x2	\$1,299
	\$1,299
MAC BOOK PRO	\$2,799
Mobile Kits	
4K Camcorder x 10	\$4,200
Lav Mics x 10	\$1,500
Memory Cards	
Lexar 256GB Professional 3500x CFast 2.0 Memory Card x3	\$360.00
	360
	360
Samsung 860 EVO SSD Cards x2	259
Apple boxes set	\$119
Final Cut - Prepaid Annual Subscription	\$299
	114446.93

AGREEMENT FOR COMMUNITY TECHNOLOGY GRANT

This Agreement is between the Mt. Hood Cable Regulatory Commission (Commission), through the Office for Community Technology (OCT), and CETI (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 Rockwood Playhouse for Xrchive: Creating Social Documentary Experiences Project.

AGREEMENT:

1. Grant Amount, Use of Grant

Grantee is awarded an amount not to exceed \$76,867 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 pay to the Grantee \$76,867 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.

Upon request, Grantee shall provide supporting documentation to demonstrate need for invoice payment required for purchase of capital goods in accordance with this Agreement at the time of invoice submission. Alternative payment schedules may be adopted at the Project Manager’s discretion based on the supporting documentation provided. The Project Manager shall notify the grantee if an alternative payment schedule is necessary.

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.

Prevailing wages. State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for certain contracts that total \$50,000 and above. If Grantee's project is subject to the prevailing wage requirements, Grantee will comply with the prevailing wage requirements of ORS 279C.800 through 279C.870 and any other applicable prevailing wage requirements contained in ORS 279C, Oregon administrative rules, or city code.

4. 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 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 June 1, 2021 through December 31, 2021; January 1, 2022 through June 30, 2022. 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 October 31, 2022.

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.

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

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 MHCRC, 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 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. Independent Contractor Status

Grantee and its contractors and employees are not employees of the MHCRC or the City of Portland and are not eligible for any benefits through the MHCRC, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits. GRANTEE will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

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 June 1, 2021, 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, November 30, 2022, 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 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 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
1120 SW 5th Ave, Suite 405

Portland, OR 97204
Email: rana@mhcrc.org

If to Grantee:

Attn: Nandini Ranganathan, Executive Director
CETI
2510 NE Knott Street
Portland, OR 97212
Email: nandini@ceti.institute

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: Xrchive: Creating Social
Documentary Experiences

GRANTEE: CETI

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

01422 - 2021 Community Technology Grants

01624 - XRchive: Creating Social Documentary Experiences

Community Technology Grants

Status:	Submitted
Original Submitted Date:	04/05/2021 9:13 AM
Last Submitted Date:	04/12/2021 11:09 AM

Primary Contact

Feel free to edit your profile any time your information changes. [Create your own personal alerts using My Alerts.](#)

Name:	Dr.	Nandini		Ranganathan
	Salutation	First Name	Middle Name	Last Name
Email:	nandini@ceti.institute			
Phone:*	503-719-9549			
	Phone		Ext.	
Title:	President, Executive Director			

Organization Information

Organization Name:	CETI		
Organization Type:	Non-Profit Entity		
Tax ID	84-3427418		
Organization Address:	2510 NE Knott Street		
City*	Portland	Oregon	97212
	City	State/Province	Postal Code/Zip
Phone:	503-719-9549		

Project Narrative

Total Grant Funds:	\$76,867.00
Total Match Funds:	\$165,900.00
Total Funds:	\$242,767.00
Proposed Technology	Video production equipment
Public Benefit Area	Reducing Disparities
Project Purpose	

In defining the project purpose, applicants must:

Our lives, interactions, education, and relationships are governed by data and technology. Yet a small homogenous group is provided the access and resources to be creators, leaders and decision makers in these fields. There are few opportunities for inclusive culturally relevant learning and skills, and even fewer to build relationships and networks that support professional development and career pathways for a diverse community to succeed in technology fields.

Research shows that in order for deep learning to occur in technology, one must interact with the content and knowledge by taking active roles of designers and builders in a social setting with mentors and guides.

The Solution: XRchive

XRchive is a participatory storytelling project using emerging technologies. We will collaboratively build an XR documentary tour of migrations/displacements in Portland as a result of past, present, and future environmental, economic and sociopolitical events and injustices through the stories, voices, and memories of impacted communities. The specific stories and choices of time, geographies, cultures and themes (environment toxicity, natural disasters, climate/political refugees, political/systemic exclusion, labour) will be determined by the participants.

Our AR tour (a kind of Pokeman-like app/game) will infuse the Portland landscape with videos, sound clips, and sketches by geotagging locations. The stories will emphasize under-represented characters, and untold histories/memories, and imagined futures. We will create an XR Gallery (a virtual social interactive space) and app to exhibit the video stories and artifacts. And document the experience, research, stories, and interviews with the participants in 3 documentary videos (total content of 3 - 5 hours) shared on Open Signal's and Metro East's networks.

Participants will learn to use tools of extended reality (XR/VR/AR) including webVR, photogrammetry, 360 video, and video creation - our equipment requests are for video/camera/sound technologies (hardware and software) and devices for editing. They will create short clips (archival footage, interviews, videos, animations, sounds, images), woven into a rich narrative of place and culture. We will train participants as needed and project/content teams will include a mix of learners and experts to facilitate peer-learning and mentoring, and project-based learning. We will have tutorials but expect much of the training to be in small more informal settings. Content creation teams will meet in small groups regularly (sometimes outdoors on site or virtually conditions permitting) and communicate asynchronously through our discord channel which we have found effective for our previous projects for collaborative creation. We will also have larger meetings to thread the content together at key moments.. In the fall, our space at PSU will be open and if safe, we will utilize it for community project support hours, and to train on the tech. We will adapt PSU's check-out system so that some content can be created remotely in situ by participants.

The content of the first pilot will focus on the cultural history of N/NE/E Portland and emphasize social justice and themes of migration and displacement. The process, themes and creative output will be co-created by participants. Much of this work is done remotely and virtually and emphasizes community expertise. Participants will develop their individual stories and techniques and impactfully translate these journeys into imagination, insight and expertise. Participants will develop skills in specific video/vr/immersive/emergent media/technologies, in cultural research, with creative documentary storytelling. They will have opportunities to take on leadership roles, and build relationships essential for peer learning, mentoring, and access to future work and opportunities for success. Through this shared experience, participants will engage with emergent technologies and creative storytelling in place in unique and different ways with a lens on cultural context and social impact.

We intend to serve at least 40 students, educators and professionals (and likely 75 - 100) from communities under-represented in tech, who lack opportunities for culturally relevant impactful learning experiences or mentors that reflect their experiences. This includes women, bipoc, lgbtq+, low-income, and disabilities communities.

Our project requires no prerequisites --- just a willingness to learn, experiment, and collaborate. There is no limit to the number of participants (we expect around a 100 in total including all the creators, mentors, and leads) but there may be more who engage in just small parts). We will actively recruit an intergenerational diverse community who can contribute different perspectives, experiences, and lenses to our work. We have already begun this work reaching out to partners - the communities of Open Signal, the NE STEAM Coalition, DIN, STEAM groups, and first gen/bipoc college students and educators. We will draw from CETI's network to bring in experts (from ERGs, women, and bipoc communities that reflect the beneficiary communities) from the design/tech industries (including from Women Who Code, PDX WIT, Intel, W+K, Instrument, Wild, OMPA, VR Meetup) to inspire, instruct, mentor, and create with us to ensure a well-rounded and impactful learning and creative community.

We have commitments so far from 10 Project leads reflecting the beneficiary communities. (7 women, 6 bipoc, 3 immigrant, 2 from lgbtq+ communities, 3 who have disabilities, most living in N/NE/E Portland, and one a former Open Signal new Media Fellow) who will serve to develop detailed project plans, oversee content creation teams, serve as mentors, technology experts, project managers. They will help with research, create tutorials and trainings for small groups, manage, curate, and collect content, and help create final videos and the app. CETI intentionally integrates dei measures through all our processes, community, and projects. This is reflected in our mission, principles, and culture document as well as in the composition of our board, advisors, and community. Our work actively engages with issues of digital inclusion and social justice. We draw on a variety of lenses and methodologies including critical race theory, queer, feminist, and indigenous studies. Our projects are co-designed with community drawing on citizen science and research justice models. We mentor new leaders in

each project.

XRhive is a pilot for a series of creative storytelling experiences around social/ environmental justice - a prototype for effective and inclusive advanced learning and workforce development to inspire and prepare a diverse community to quickly develop the fluency and confidence to lead as creators and innovators in emerging xr technologies.

(This field has a character limit of 7000)

Measurable Project Outcomes

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

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

1. We will ensure that at least 40 participants from identified communities (under-represented groups in STEAM: communities of colour and/or women, immigrants, first generation college students, native students, English language learners, LGBTQ+ communities, people with disabilities, and low-income communities) will be trained to create culturally relevant content around the XRhive theme of social justice. Training will occur through (virtual) workshops and tutorials, regular project work with a team including mentors and advisors, through community lab support and virtual trouble shooting hours, and asynchronous conversations on our discord platform. Participants will gain relevant skills on the technology - xr, video production, creating with vr/360 video, and to work/collaborate with experts /professionals in these (grant-funded) technologies.
2. 40% of our project leads and at least 10 mentors/advisors/experts will be from the target communities (women/bipoc). We will recruit instructors and mentors from these underrepresented group, by reaching out to relevant ERGs in the tech and design industry and WWC/PDXWIT.
3. Three videos will be created to share with the community media centers. Videos will include content from 2 relevant trainings, 5 interviews with participants, and documentation of the tour (with at least 10 short pieces of the content created for XRhive with relevant research and interviews) for broadcast through the Community Media's channels.

(This field has a character limit of 1500)

Evaluation Plan

How will you evaluate progress toward, and achievement of, the projects anticipated outcomes?

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

Our evaluation will be led by Dr. Douglas Hanes (PSU/OHSU/CETI), an expert in (scientific/quantitative, and qualitative) study/research design and evaluation. We will create regular reports to measure progress, to adapt as needed, and to share.

1. We will require all participants (including instructors, mentors, leads, and partners) to complete a registration form that includes questions about demographics (both standard checklists as well as brief narrative question about identity) to track overall numbers and relevant demographics/information. (For example: We believe diversity is an essential component for impactful learning and storytelling. Tell us a little about yourself and your experiences and how your participation helps create a diverse cohort.)
2. We will collect testimonials/ interviews with participants and community partners to document impact and stories of resulting collaborations.
3. We will evaluate the content of the three videos on the community media channels to ensure they met our outcomes.
4. We will post content online and track sharing and views to measure impact.
5. We will assess training and project relevance and satisfaction through periodic evaluation surveys. (see below).
6. We will track the number, mission, and communities of partners and collaborators (from industry, civic/community groups, and cbos).

Potential Evaluation Questions of Impact:

- Participating in this project was valuable to my knowledge, skills, professional development and creative practice.
- The people I met and worked with during the project will facilitate future learning, projects, or career paths of interest to me..
- This project inspired me to to engage more deeply with creative technology and to experiment with the technologies, tools, and strategies that we used.
- The technology and the participants, mentors, and collaborators supported my ability to succeed.

(This field has a character limit of 2500)

Project Partners

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

Please list project partners as confirmed or unconfirmed.

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

Project Partners include:

PSU College of the Arts/School of Art and Design: (Confirmed) In-kind support includes providing CETI space to hold workshops/training/events for grant, space to work on project; technology and tech support/infrastructure; people (project leads, mentors, and participants (including faculty, students, alumni from bipoc communities).

Contact Information:

School of Art and Design: Lis Charman, Director. charman@pdx.edu

College of the Arts: Scott Nieradka, Director of Technology. nieradka@pdx.edu

Comma, Graphic Design: Stephen Lee, Professor. steplee@pdx.edu

Open Signal. (Confirmed). Will distribute content on their channels, will help recruit for participants from communities we hope to serve through their network. Will also loan technology for XRchive.(Confirmed)

Contact Information: Elisa Barrios, Director. ebarrios@opensignalpdx.org

NE STEAM Coalition (Confirmed) Will publicize calls for participants , events, and mentors. Will help recruit participants.

Contact Information: Jackie Murphy, Executive Director. alamalee@gmail.com

Community Partners/Participants: (Unconfirmed) We intend to recruit participants through the NE Steam Coalition and the DIN and the communities they serve and from partners who have previously participated in CETI projects or we are in conversations with. This includes Building Blocks 2 Success, Portland Teachers Program, Oregon MESA, Portland Youth Builders, SEI, RAHS, Open School, PPS, PDX Open Tech, PCC Cascades, Albina Vision Trust, Metro East Community Media, etc.

Industry Partners/Participants: (Unconfirmed) We intend to recruit participants, advisors, and mentors from ERGs and prior partners in CETI projects or we are in conversations with.

Potential Partners and sponsors include (relevant members form): TAO, Women Who Code, PDX WIT, Intel, W+K, Fresh Consulting, Instrument, AWS, Wild, OR Reality Lab, Oregon Film, OMPA, VR Meetup. We also intend to solicit sponsorships for the resulting tour launch, and in-kind tech/space donations/ loans from these partners and Oculus HTC Vive, Microsoft, and Intel.

(This field has a character limit of 3000)

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

Technical Design

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

The attached Technology Equipment sheet specifies in detail the proposed technology and equipment are essential for the success of this project. This list was developed through research and conversations about what professionals (designers, filmmakers, media, technologists) are using (hardware and software) in video/vr/ar/360 video production, and what was appropriate for recording, editing, producing the video/audio for broadcast on the community access channels.

We have the expertise amongst CETI community members and partners to help us with training for the video production, video asset creation, vr/ar development, and will be in close conversations with Open Signal and Metro East Community Media and local design/XR professionals for help. We are confident based on feedback that our approach is feasible and our past experience has shown early success.

CETI will be an Artist/technologist in residence at PSU's College of the Arts (COTA). The Director of Technology for COTA will serve as a project lead and the Technology staff at COTA will help with equipment procurement, installation in Jun/Jul 21. They will check the technology regularly (at least weekly) for maintenance, and upgrades, and be available for troubleshooting and repair. Our community of PSU faculty and alumni will help with training and peer-mentoring.

We intend to continue to look for technology donations, sponsors and grant funding for future technology.

Through careful research and conversations with the extended CETI community and partners (including designers, technologists, media experts), we created a list of equipment and software essential for ensuring that we have the technical capacity to achieve the outcomes of XRhive and produce excellent and relevant videos for our community media channels.

Much of the relevant and current technologies and techniques used in creative industries in 3D/360/immersive and interactive video/XR are not included in existing curriculum (k-12 and postsecondary). There are few accessible and affordable opportunities for learning and professional upskilling /development in this area, particularly ones that are inclusive and culturally relevant/impactful. We have chosen technologies based on ease of use/training and that we believe are most effective and have the most creative potential for the storytelling and video production. We are producing expertise in technology that will be incredibly relevant in our creative/media industries in the future. We have chosen technology that is current, needed for innovation and professional pathways, and will inspire/facilitate excellent storytelling and the production of videos for broadcast on community access channels.

Technology requested includes video and audio equipment (2D and 3D/360) that can be used in the field, a few laptop kits and one desktop station for video/XR editing/production. We have requested a 3dscanner to create high resolution artefacts of personal and historic objects and buildings to insert into video scenes, as well as useful . We also include headsets to view/test/prototype. And relevant software for production. We also intend to use free

and open-source software as available. And to make all this technology available to the community of participants through our lab.

We will work closely with Open Signal and Metro East Community Media to ensure that the fidelity and quality is within the parameters that they are looking for for their channels.

(This field has a character limit of 5000)

Proposed Project Start and End Date:

Projects may include timelines of up to 18 months, and must wrap up by December 2022.

Proposed Start Date (month/year): 06/21

Proposed End Date (month/year): 09/22

Implementation Plan

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

Implementation plan: Jun 2021 - Sep 2022.

Jun 2021: Project commences.

- CETI Community meeting to review/update technology needed for project.
- Order technology and prepare it for use.
- Technology will be stored securely at the CETI Lab at PSU and will be maintained by PSU College of the Arts.
- CETI open meetings to build up list of potential community partners and participants;
- craft invitation to join projects.
- Finalize timeline and tasks/responsibility checklist.
- Recruit community project leads.
- Craft detailed Eval Process.

Jul - Aug 2021 Build Community, Finalize outline

- Call for Participants and Partners.
- Actively and intentionally recruit beneficiary community members.
- Ongoing project planning as participants join and funding/tech becomes available.
- Finalize theme, broad story outlines. Start on research.

Fall 2021: Launch Project: Video/VR asset creation.

- Community events to create assets around theme.
- Hold trainings in technology and techniques as needed, have lab/ support hours.
- Hold a creatathon to generate contents, ideas.
- Assign people to work in teams - mixture of expertise based on shared vision for story.

Jan/Feb 2022: Putting the Pieces Together

- Test/create prototypes for app;
- Show some final content with test app in Feb show.
- Perhaps in multiple places - school in NE portland, SU
- Start building web content, vr version.

Spring 2022: Crafting Stories and Experiences

- Create multiple experiences with content:
- multiple tours based on teams interests and narrative vision;
- build out (web) vr version; interview participants to create documentary video of process/experience.

Summer 2022 Sharing the work

- Launch prototype tours, website,
- Create the videos for Open Signal and Metro East Community Media

Aug - Sep 2022 Project Completion

- Final review with participants and leads for feedback.
- Complete eval report.
- Share content with community media channels for broadcast

(This field has a character limit of 2000)

Budget Narrative

Budget Narrative

PERSONNEL

CETI is a volunteer organisation in 2021. We intend to move to an employment model in 2023 (or a little earlier). For the moment, all our personnel and staff are either volunteer or are paid through as consultants and contractors.

Project Director. The Project Director will oversee all aspects of the grant project. Responsibilities will include ensuring that budget and timeline targets are met, selecting Contractors and consultants, putting together a Project Lead team, preparing project reports, working with the evaluation consultant to develop the project evaluation, and supervising the project staff and implementation. In addition, the Project Director will conduct outreach to the target beneficiaries. The Project Director will work at a rate of \$125/hr for 16 months for a cost to the project of \$25,000

Grant Funds: \$0

Match: \$25,000

Project Leads. We will have between 8 and 12 Project Leads. Leaders will craft the overall strategy and vision for the project, and will help with scheduling, organizing convenings, outreach, recruiting partners and participants, helping with content and story creation, creating and leading content/asset creation teams, filming at sites, researching stories as needed, helping with interviews, and editing; working on final video documentation. Leads will also help with editing and postproduction, ensure video distribution via the community channels and planning and evaluation. An estimated total of about 500 - 750 hours at \$50 - \$100/hr The total cost to the project will be \$52,500.

Grant Funds: \$0

Match: \$52,500

Total Personnel Costs: \$77,500

EDUCATION AND TRAINING

Grant Funds: \$0

Match: \$0

Total Education/Training Costs \$0

TRAVEL

Project Leads (and other project personnel) will make visits to determine potential sites, scan landmarks and signs, and record images/videos/sounds throughout the project. We will assume the use of public transportation (max rate of \$5 a day pass for 50 days for a total of \$250.

Grant Funds: \$0

Match: \$250

Total Travel Costs: \$250

CONTRACTUAL

Workshop/Training Instructors and Lab Support. Instructors will train participants to use digital video production (including animations, sound, visual effects) technology and 3D/immersive VR/XR technologies (creation and use). We will also host lab hours (in person (conditions permitting) and virtual to provide artistic/technical guidance. At an hourly rate of \$75, for an estimated total of around 300 hours. Instructors will each also provide career opportunity presentations and mentoring to youth, students, families, and the community around potential education and career pathways to continue this work. The total cost to the project will be \$22,500.

Grant Funds: \$0

Match: \$22,500

Evaluation Consultant: An evaluation consultant/team from the CETI community will work with project staff to provide ongoing assessment support and project monitoring. The selected consultant will refine the evaluation plan, design the evaluation survey instruments, collect and analyze evaluation data, and prepare a report. It is estimated that the consultant will work for a total of 10 - 15 days at a rate of \$1,200 per day. Total cost: \$12,000. (In-kind unless we get another grant approved)

Grant Funds: \$0

Match: \$12,000

App/Tech Developer: We will contract with an appropriate tech development team to create the app tour/game and specific expert tech needed for the vr components for a total of 150 hours. At \$100 per hour, the total cost to the project is \$15,000. Funding will likely be in-kind from tech/industry partners.

Grant Funds: \$0

Match: \$15,000

Technology Installation/Maintenance Contractors. PSU College of the Arts Technology Staff will help procure and install grant technology, and will provide ongoing maintenance for the project's equipment. Estimated Cost (rate \$75/hr): 40 hrs initial procurement/installation + 4 hrs a month for the duration of project).

Grant Funds: \$0

Match: \$8,400

Total Contractual Costs: 57,900

EQUIPMENT

Technology requests from MHCRC

The technology for the XRchive project included 2D video creation, editing, production technology, 3D/Immersive 360 video creation/editing/production technology, and immersive/interactive video experience (AR/VR/XR) technology. Details are in the attached XRchive tech list document. This includes: 4 MSI laptops (with the appropriate graphics card for vr rendering) for video/vr editing/production; 2 ipad pros for asset creation. 5 webcams and 3 mics for video interviews and trainings; 1 video camera kit (with accessories); 1 handheld high resolution 3D scanner; 1 high res 360 camera; portable 360 camera, audio, recorders for field use. 1desktop c for high resolution video/vr rendering; storage for video content; accessories, and cases for field use. We will need a variety of VR headsets to prototype and test the 360 videos and for participants to create with this technology. This includes HTC Vive Cosmos (2), Oculus Quest (2), a Microsoft Hololens 2 (1) as well as a Zed Depth camera. The total estimated cost is \$6,750. We have sent inquiries to tech partners for possible donations or loan but have included it in the grant request. The estimated total cost is \$65,307. This is an increase from the earlier request to account for several tech companies suspending their new tech donation offices and personnel during the pandemic and so far, we have been unable to source this tech in other ways.

Grant Funds: \$65,307

Match: \$0

Technology Loan from Partners

Open Signal has agreed to a long-term loan of some VR production technology for the project of around \$2,000. In addition, PSU College of the Arts will allow us access to some video equipment (lighting, green screens, tripods, etc., a video production station). The technology we have requested from the grant does not duplicate any of this. We are not completely aware of the cost of the loan but estimate it to be around \$4,750.

Grant Funds: \$0

Match: \$6,750

Total Equipment Costs: \$ 72,057

INFRASTRUCTURE CONSTRUCTION/FACILITIES CONSTRUCTION

Build out of PSU Lab space for CETI projects (including XRchive) --- electrical and ethernet port connections, projection, locks, etc.

Grant Funds: \$0

Match: \$ 6,000

Total Infrastructure/Facilities Costs: \$6,000

MISCELLANEOUS

1. Costs of designing/printing/distributing posters, postcards, and e-cards to recruit participants, share information, for events and final launch.

Grant Funds: \$0

Match: \$ 500

2. Cost of spaces for XRhive creation events, for storing technology, for showing final work in launch. PSU will offer CETI a main secure lab space and utilities/security in the Fariborz Maseeh Hall as well as reservable other spaces for the duration of XRhive (and other projects) (In-kind).

Grant Funds: \$0

Match: \$5,000

3. Cost of website for XRhive, and social media/communication strategy/implementation for project. Costs of outreach and engagement with community partners, streaming of content on websites, zoom (video conferencing) and slack/discord (e-collaborative tool) use.

Grant Funds: \$0

Match: \$2,000

4. Cost of in-person events (conditions permitting) for creating content (including food, stipends for child-care, transportation, and stipends for need, etc.). In-kind or sponsorship.

Grant Funds: \$0

Match: \$10,000

Total Miscellaneous Costs: \$17,500

OVERHEAD COSTS

This includes a 5% overhead for financial accounting and personnel time tracking systems, utilities, insurance for tech and events, office supplies, and office space/accounts necessary to support this project. We have added this cost to our grant request. The costs of possibly running in person community lab hours and events, and making the tech accessible for checkout adds some cost to the project. We will also be paying (from other grants) for project leads, and personnel and events, and have increased the number of people involved in organising which requires more accounting and personnel time-tracking which has a cost. We would be grateful if the grant covered some or all of this. Managing the tech and making it more accessible to the community will add some cost to the project.

Grant Funds: \$11,560

Match: \$0

Total Overhead Costs: 11,560

Line Item Budget

Cost Category	Grant Funds	Match Amount	Project Total
Personnel	\$0.00	\$77,500.00	\$77,500.00
Education and Training	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$250.00	\$250.00
Contractual	\$0.00	\$57,900.00	\$57,900.00
Equipment	\$65,307.00	\$6,750.00	\$72,057.00
Infrastructure/Facilities Construction	\$0.00	\$6,000.00	\$6,000.00
Miscellaneous	\$0.00	\$17,500.00	\$17,500.00
Overhead	\$11,560.00	\$0.00	\$11,560.00
Totals	\$76,867.00	\$165,900.00	\$242,767.00

Supplemental Material Attachments

File Name	Description	File Size
Budget mhcr XRchive - overall(1).pdf	MHCRC CTG 2021 XRchive Budget	55 KB
XRchive Tech CTG 21 - tech for XRchive(2).pdf	XRchive List of Tech/Equipment: Details	61 KB

Final Application Signature

Signature of Duly Authorized Representative	Nandini Ranganathan
Date	04/10/2021
Title	Executive Director
Phone	503-719-9549
E-mail	nandini@ceti.institute

Category	Grant Funds	Matching funds	Project Total
Personnel	\$ -	\$ 77,500.00	\$ 77,500.00
Education and Training	\$ -	\$ -	\$ -
Travel	\$ -	\$ 250.00	\$ 250.00
Contractual	\$ -	\$ 57,900.00	\$ 57,900.00
Equipment	\$ 65,307.00	\$ 6,750.00	\$ 72,057.00
Infrastructure/Facilities (Construction)	\$ -	\$ 6,000.00	\$ 6,000.00
Miscellaneous	\$ -	\$ 17,500.00	\$ 17,500.00
Overhead	\$ 11,560.35		\$ 11,560.35
Total	\$ 76,867.35	\$ 165,900.00	\$ 242,767.35

Technology	Type (tentative)	Quantity	Cost per item	Total Cost	Notes: Purpose/Match
Laptops + accessories for video editing/production	MSI - GS66 Stealth 15.6"	4	\$3,000.00	\$12,000.00	
ipad pro + accessories - asset creation, production		2	\$1,500.00	\$3,000.00	
video camera kit (case, accessories, greenscreen, lights)		1	\$14,000.00	\$14,000.00	We will also borrow some equipment from PSU COTA
webcams		5	\$1,000.00	\$5,000.00	for interviews, asset creation at home, streaming trainings.
mics		3	\$150.00	\$450.00	for interviews, asset creation at home, streaming trainings.
Entry level pro handheld 3d scanner	thor3d calibry	1	\$6,000.00	\$6,000.00	cheapest option for quality scans of objects up to 10m, most other scanners in this price point only do 1m
volumetric capture/depth camera	azure kinect DK	3	\$400.00	\$1,200.00	volumetric capture kit for intergrating live / archived performance into tour.
Portable 360° Audio Recorder	Zoom H3-VR	1	\$250.00	\$250.00	Capturing 360 directional audio for VR
Pro 360 camera	Insta360 Pro 2	1	\$4,500.00	\$4,500.00	360 video camera
Cheap very portable 360 camera	Insta360 One R/ GoPro Max	2	\$430.00	\$430.00	More of a gopro style 360 camera. Less quality, more portable, able to shoot quickly.
software subscriptions (all permanent or 1 yr)	Unity Pro 2 subscriptions - for vr, Ableton (sound), madmapper (2 subscriptions for ar app), adobe pro - 2 subscriptions - videoasset production, logic (sound), max/msp	1	\$4,000.00	\$4,000.00	We will also use PSU's software, and open-source software (Pure Data, Processing, Unity (regular).
2TB high-speed external SSD	Samsung T7	2	\$250.00	\$500.00	Video/content editing storage
Portable audio recorder	Zoom H4N	1	\$229.00	\$229.00	Interviews, location audio
desktop pcs with nvidia gpu		1	\$3,000.00	\$3,000.00	GPUs are unavailble except in a built system from such as dell, lenovo etc, due to market shortages. Upped the cost to 3k to reflect this.
vr headset	oculus quest 2	2	\$500.00	\$1,000.00	to help with desgn and prototyping and for a web vr verison of the tour.
VR Headset	HTC Vive Cosmos	2	\$699.00	\$1,398.00	to help with desgn and prototyping and for a web vr verison of the tour.
vr headset	Microsoft Hololens 2	1	\$4,000.00	\$4,000.00	mixed reality that is most accessible. We will try to get this loaned/match but if possible, it would be great to get through grant if possible.
depth camera	ZED	1	\$350.00	\$350.00	3D sensing / photogrammetry.
misc				\$4,000.00	useful accessories, storage, mobile carriers for fieldwork.
total				\$65,307.00	

AGREEMENT FOR COMMUNITY TECHNOLOGY GRANT

This Agreement is between the Mt. Hood Cable Regulatory Commission (Commission), through the Office for Community Technology (OCT), and Flying Focus Video Collective (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 2021 Archiving Grant Project.

AGREEMENT:

1. Grant Amount, Use of Grant

Grantee is awarded an amount not to exceed \$1,334 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 pay to the Grantee \$1,334 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.

Upon request, Grantee shall provide supporting documentation to demonstrate need for invoice payment required for purchase of capital goods in accordance with this Agreement at the time of invoice submission. Alternative payment schedules may be adopted at the Project Manager’s discretion based on the supporting documentation provided. The Project Manager shall notify the grantee if an alternative payment schedule is necessary.

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.

Prevailing wages. State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for certain contracts that total \$50,000 and above. If Grantee's project is subject to the prevailing wage requirements, Grantee will comply with the prevailing wage requirements of ORS 279C.800 through 279C.870 and any other applicable prevailing wage requirements contained in ORS 279C, Oregon administrative rules, or city code.

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

Grantee shall submit a Final Status Report no later than December 31, 2021.

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.

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

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 MHCRC, 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 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. Independent Contractor Status

Grantee and its contractors and employees are not employees of the MHCRC or the City of Portland and are not eligible for any benefits through the MHCRC, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits. GRANTEE will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

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 June 1, 2021, 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, 2021, 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 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 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
1120 SW 5th Ave, Suite 405
Portland, OR 97204
Email: rana@mhcrc.org

If to Grantee:

Attn: Barb Greene, Board Member
Flying Focus Video Collective
3439 NE Sandy Blvd, PMB 248
Portland, OR 97232
Email: ffvc@flyingfocus.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: 2021 Archiving Grant

GRANTEE: Flying Focus Video Collective

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

01422 - 2021 Community Technology Grants

01611 - 2021 Archiving Grant

Community Technology Grants

Status: Submitted

Submitted Date: 03/15/2021 11:33 PM

Primary Contact

Name:	Barb	Greene
	<small>Salutation</small>	<small>First Name</small>
		<small>Middle Name</small>
		<small>Last Name</small>
Email:	ffvc@flyingfocus.org	
Phone:*	503-239-7456	
	<small>Phone</small>	<small>Ext.</small>
Title:	Board Member	

Organization Information

Organization Name:	Flying Focus Video Collective		
Organization Type:	Non-Profit Entity		
Tax ID			
Organization Address:	3439 NE Sandy Blvd, PMB 248		
City*	Portland	Oregon	97232
	<small>City</small>	<small>State/Province</small>	<small>Postal Code/Zip</small>
Phone:	503-239-7456		

Project Narrative

Total Grant Funds:	\$1,334.00
Total Match Funds:	\$1,440.00

Total Funds:	\$2,774.00
Proposed Technology	Video production equipment
Public Benefit Area	Improving Service Delivery

Project Purpose

In defining the project purpose, applicants must:

Flying Focus, and this project, focus on service delivery by helping to enhance our volunteers' abilities in producing programs for playback on Open Signal/Portland Community Media channels. In our almost 30 years as a group, we have worked with about 175 volunteers, many of whom received initial training at OS/PCM but were only able to actually produce programs using our help. We moved from linear to computer-based editing, thanks to MHCRC's Computer Technology grant. Once again we need to expand our computer equipment and archiving ability. Since 1991, our all volunteer organization has worked with and featured many underserved communities, for example people of color, the LGBTQ+ community, houseless persons, peaceworkers, and survivors of domestic violence, police abuse, hate crimes, and genocide. We have also produced programs on many facets of community organizing and community interaction for social change, educating the public about issues such as media literacy, green living for the environment and nutritional awareness for human and planetary health.

Our programming showcases local groups and illustrates various issues of concern, how the groups are working on the problems, and how viewers can get involved to help make substantive change. Examples include the Portland chapters of 350.org, Amnesty International, Black Lives Matter, and Extinction Rebellion, as well as local organizations such as APANO, Race Talks, NW Teachers for Social Justice, Street Roots, the Albina Ministerial Alliance Coalition for Justice and Police Reform, the American Iranian Friendship Council, Unite Oregon, Jobs with Justice and many more. Often the organizations whose phone number is given will receive calls from viewers even when Flying Focus does not.

(This field has a character limit of 7000)

Measurable Project Outcomes

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

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

Our project outcomes include three goals: 1) Continue to build our organizational capacity to produce digital programming compatible with Open Signal/Portland Community Media's changing standards and making our shows more easily deliverable on a long-term basis; 2) Increase public awareness of important issues and encourage involvement and activism; and 3) Highlight local, regional, national, and international organizations engaged in work that our volunteers and cable TV viewers can support and become involved with, as well as those who are served by those organizations.

The project will help us continue to produce new programs benefitting groups such as those listed above and archive them for future use. In addition, it will mean less time for volunteers in the future reconstructing programs from outdated media if we continue to make multiple backups on multiple formats rather than solely relying on tapes, hard drives or DVDs.

(This field has a character limit of 1500)

Evaluation Plan

How will you evaluate progress toward, and achievement of, the projects anticipated outcomes?

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

Because of the nature of the project, it is difficult to measure particular outcomes. By acquiring these tapes and hard drives, we can improve our ability to deliver programming to OS/PCM. Since Comcast and Century Link do not make viewership numbers for Access channels known, we can not determine how many people are viewing our programs or measure if that audience will increase once the new equipment is in place. However, we can report back how many programs we have been able to create on the computer once the expected programs have been edited and delivered to OS/PCM. In addition to the new programs, we will be able to archive roughly 12-24 older programs each year using the new equipment. While it may mean a little extra time up front for our volunteers to back up in the various formats, it will mean less time spent in the future reconstructing shows lost due to media failure.

(This field has a character limit of 2500)

Project Partners

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

Please list project partners as confirmed or unconfirmed.

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

n/a

(This field has a character limit of 3000)

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

Technical Design

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

We have used similar equipment for editing and archiving. We will be able to use the technology "out of the box."

(This field has a character limit of 5000)

Proposed Project Start and End Date:

Projects may include timelines of up to 18 months, and must wrap up by December 2022.

Proposed Start Date (month/year): July, 2021

Proposed End Date (month/year): December, 2021

Implementation Plan

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

One of the members of the Board of Directors of Flying Focus Video will purchase the new equipment.

Using the external hard drives, we will produce 12 new programs by December 31, 2021 for playback by Open Signal/Portland Community Media. The programs will be archived on the tapes and the external hard drive obtained through the grant. As noted above, we will also be able to archive at least 12 older programs in that same time frame.

(This field has a character limit of 2000)

Budget Narrative

Budget Narrative

The 2021 Archiving Grant is a follow up to our previous projects funded by MHCRC which enabled Flying Focus to transition to digital editing. We are requesting MHCRC funds to help us acquire the following for production of programming on OS/PCM and for archiving:

30 DVCAM 124-minute tapes to back up new programs: \$870 (\$29 each)

1 internal hard drive: \$50

4 external hard drives: \$240 (\$60 each)

In addition to producing new programming using the hard drives, we are requesting DVCAM tapes to archive new programs as they are produced to ensure they are available to rebroadcast on OS/PCM channels even if our hard drives fail.

Our projected grant total includes the time to produce at least 12 new half hour programs in the coming year using the acquired technology.

The tapes and hard drive should allow us to produce and archive shows for 3 years, or 2.5 years past the end of the grant period.

Line Item Budget

Cost Category	Grant Funds	Match Amount	Project Total
Personnel	\$0.00	\$1,440.00	\$1,440.00
Education and Training	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Equipment	\$1,334.00	\$0.00	\$1,334.00
Infrastructure/Facilities Construction	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00
Totals	\$1,334.00	\$1,440.00	\$2,774.00

Supplemental Material Attachments

Final Application Signature

Signature of Duly Authorized Representative	Barb Greene
Date	03/06/2021
Title	Director/Authorized Check Signer
Phone	503-239-7456
E-mail	ffvc@flyingfocus.org

STAFF REPORT – AGENDA ITEM #R4

For MHCRC Meeting: March 29, 2021

“Legal Services Agreement Amendment: Best Best and Krieger LLP”

RECOMMENDATION

Staff recommends that the MHCRC authorize an amendment to the Legal Services Agreement with Best Best and Krieger LLP to increase the contract amount by \$45,000 for a total amount not to exceed \$165,000.

BACKGROUND

The MHCRC approved the Legal Services Agreement with Best Best and Krieger LLP (BBK) in September 2018 for a term expiring July 1, 2022.

Due to an unexpected increase in cable policy changes at the Federal Communications Commission (FCC), the legal appeal of the FCC 621 Order, and the transfer of franchise initiated by the sale of Frontier Communications Northwest to Northwest Fiber (dba Ziplly Fiber), the need for BBK services to represent MHCRC jurisdiction interests outpaced annual contract estimates by approximately \$40,000.

The purpose of the amendment is to increase the total amount of the Legal Services Agreement with BBK by an additional \$45,000 for a total not to exceed amount of \$165,000.

In accordance with Legal Services Agreement section 19, Amendments, any increase in the amount of the Contract that is more than 25% of the original amount must be authorized by the MHCRC.

All other terms of the contract shall remain the same.

Prepared by:
Bea Coulter

Legal Services Agreement – Amendment May 2021

This is an amendment to the Legal Services Agreement (Contract) #35001650 between the Mt. Hood Cable Regulatory Commission (MHCRC), and Best Best & Krieger LLP (Special Counsel).

Recitals

- 1) The MHCRC approved the Contract in September 2018 for a term expiring July 1, 2022, unless otherwise amended.
- 2) Due to the unexpected increase in cable policy changes at the Federal Communications Commission (FCC), the legal appeal of the FCC 621 Order, and the transfer of franchise from Frontier Communications Northwest to Northwest Fiber (dba Ziplly Fiber), the need for Special Counsel services to represent MHCRC jurisdiction interests outpaced contract estimates.
- 3) The MHCRC has concluded, and the MHCRC Staff Director has confirmed, that additional funding is needed to provide for necessary Special Counsel services through the end of the Contract period.
- 4) The purpose of this amendment is to increase the total Contract amount by an additional \$45,000.
- 5) In accordance with Contract section 19, Amendments, any increase in the amount of the Contract that is more than 25% of the original amount must be authorized by the MHCRC.

Agreement

1. The Contract is amended to increase the total contract amount by \$45,000 to a total not to exceed amount of \$165,000.
2. All other terms of the Contract shall remain the same.

Best Best & Krieger LLP (Special Counsel)

By: 

Date: May 12, 2021

Mt. Hood Cable Regulatory Commission

By: _____
Carol Studenmund, Chair

Date: _____

Approved as to Form:

Mark Wolf, MHCRC Legal Counsel

INFORMATION ONLY

Off-Cycle Grantmaking = “Special Funding Requests”

Why offer off-cycle grants?

- 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 allow for consideration of special needs projects that fall outside of the annual cycle.
- Incorporating intentional **responsive grantmaking** would further increase 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).
- Further, it is one way that the MHCRC can help to build power in the short-term within our communities.

Eligibility Requirements:

1. The proposed grant request meets the existing Community Technology Grants Program funding eligibility requirements.
2. The proposed grant request and/or related availability of other funding is time sensitive and therefore cannot be considered within the annual cycle of the MHCRC Community Technology Grants program.
3. An organization can only receive one grant from the MHCRC per year (this includes both the Community Technology Grants Program and the off-cycle grantmaking program).

Application and Selection Process:

Complete information about how to apply, instructional documents describing eligible capital costs, and the programmatic eligibility requirements are published on the MHCRC website. Interested applicants will be directed to review the instructions prior to submission.

Applicants must submit a Letter of Interest (LOI), maximum length of two pages, including:

- An identification of which of the four public benefit areas the project falls under: Reducing Disparities, Improving Community Involvement, Cost Reduction and Improving Service Delivery
- A description of the overall project, including how technology will be used and describing the video content that will be created and shared with the Community Media Centers
- A budget which includes estimates of line-item categories (*Personnel, Education & Training, Travel, Contractual, Equipment, Infrastructure/Facilities Construction, Overhead*) and total expenditures for both grant-funds and matching resources.

Program staff will complete an initial review of the materials and contact applicants to discuss the project and/or clarify any uncertainties.

- Program staff will then share the LOI with members of the MHCRC Equity Committee.
 - Committee members will be emailed individually.

- Committee members are not to discuss the LOI with each other during this process.
- The Committee members will have one week to review the LOI and respond with additional questions.
- Once questions are answered, the Committee members will provide a “yes/no” email response to program staff, indicating their support for presenting the grant request to the full MHCRC.
 - Program staff will seek responses from a majority of committee members before proceeding (at least three).
- If the majority of Committee members say “yes”, staff will determine, with Committee input, which type of application is necessary for presenting the off-cycle request to the full MHCRC:
 - If the applicant is a (recent) past grantee in good standing, program staff will draft standard contract language and reporting requirements for applicant review. The LOI will serve as the scope of work for the contract.
 - Committee members may request that past grantees submit additional information and/or answer additional questions based on a case-by-case assessment of each LOI.
 - If the applicant is a new applicant, program staff will request that applicant complete a full application using the Grants Management System (GMS). The application will include the same questions asked of applicants in the Community Technology Grants program. At the same time, staff will draft standard contract language and reporting requirements for applicant review. The full application will serve as the scope of work for the contract.
- The final contract and scope of work will be presented to the full MHCRC at a monthly meeting for consideration and potential approval.
 - Staff will indicate that they “received input from the committee members and felt it appropriate to present the application to the full MHCRC based on that input.”
- If the submitted project does not seem time sensitive or otherwise fit the necessary eligibility criteria, the applicant will be encouraged to submit the application at the next Community Technology Grants cycle deadline.

Funding Availability:

The MHCRC will use the Community Grants Contingency funds as available for the off-cycle grantmaking program. Typically, the MHCRC budget includes \$800,000 as Community Grants Contingency funds.

Each grant request will be reviewed independently. At the time of review, program staff will include information about the amount of contingency funds available to support the request.

Applicants will be encouraged to apply for the amount of grant funds that they need to successfully complete the project and will be advised that limited funds are available for such requests.

Contract and Reporting:

The MHCRC will use standard contract language and reporting requirements for the grant recipients.