

MEETING NOTIFICATION

June 21, 2021

6:00 pm

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/82731285722?pwd=Sng2UDhGVj8zVGk0cnVzWHZwaW9tZz09>

Passcode: 518525

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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
 - Zply
 - 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. May 25, 2021 Meeting Minutes

REGULAR AGENDA

R1.	Community Technology Grants Program Review Presentation	20 min
*R2.	Community Technology Grants	25 min
	A. David Douglas School District	
	B. The Circus Project	
	C. NW Documentary	
	D. Portland State University	
	E. NE STEAM Coalition	
	F. The Old Church	
	G. Northwest Alliance for Alternative Media and Education (NAAME)	
	H. National Alliance for Filipino Concerns	
*R3	RACC Pilot Grantmaking Partnership	5 min
*R4	Feed the Mass, Off-Cycle Grant	5 min
*R5.	Goals and Objectives	10 min
*R6.	Election of MHCRC Chair and Vice Chair	15 min

- Staff Updates
 - Newsletter
- New Business; Commissioner Open Comment
- Meeting Schedule:
 - 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.



MT. HOOD CABLE REGULATORY COMMISSION
Remotely Meeting via phone or computer – Portland OR
May 24, 2021 Meeting Minutes -- DRAFT

SUMMARY MINUTES

Call to Order: 6:03 pm

- Roll Call

Commissioners present: Commissioner Roche, Commissioner Brown, Commissioner Dennerline, Commissioner Thomas, Vice Chair Harden, and Chair Studenmund.

Commissioners absent: Commissioner McIntire, Commissioner Murphy.

Staff: Elisabeth Perez Director; Rana DeBey, Community Grants Manager; Michael Wong Financial Manager; Bea Coulter, Program Coordinator; Cinthia Diaz Calvo, Admin Specialist.

- Agenda Review

- Disclosures: Vice Chair Harden exchanged emails with Tim Goodman with Comcast to coordinate the site visit at the Baptist Church. Chair Studenmund is working with Comcast to get publicity on the TechSmart Grants.

- Public Comment: None.

- Community Media Centers Updates

Tomi Douglas, Executive Director for MetroEast reported a staff transition for the Equipment Room program. Staff will begin to transition back into the office in June and will resume all operations back in the office and in the community after July 4, 2021. Douglas invited the Commission to their first Block Party Cook Out at the end of the summer. Logistics about the Block Party Cook Off will be shared at a future time.

Douglas shared that MetroEast has been working with Of/By/For All organization. MetroEast pledges to involve Rohingya families with children 9+ at MetroEast Community Media, growing more representative of them, co-created by them, and welcoming for them. Their plan for phase I includes surveys, board diversity, HR and wage compensation review and cross pollination. Phase II includes paid production BIPOC internship program, continued board diversity, and organizational cross pollination. Phase III of their plan includes safe space guidelines, HR and wage compensation review, continued board diversity, and CC campaign for production clients.

Rebecca Burrell, Director of Strategy with Open Signal, shared their organization received \$20,000 from the National Endowment for the Arts. This grant awarded is one of 22 projects to receive funding in Oregon. Open Signal also received \$250,000 from the City of Portland cannabis tax, which was awarded to only 2 out of 120 applicants. The grants Open Signal received in FY2021 amount to more than \$500,000.

Burrell shared the results of their Open Signal's leadership team staff survey. The results overall show that staff feel better now about their leadership structure compared to how they felt about their previous leadership structure. The majority of the Open Signal staff supports continuing to explore an organizational structure that distributes leadership more broadly throughout their staff.

Burrell shared Open Signal's plans for post-COVID. Their plan is to continue to evolve and provide responsive services. Open Signal plans to remain open by-appointment indefinitely, focus on series produces and focus on application-based programs for their priority communities. Open Signal plans to begin their nonprofit train-the-trainer program in August 2021. Their goals for the summer include to create a service delivery structure that is sustainable and safe for their staff. They want to emphasize the quality of their interactions with the community vs quantity. They will also continue to build a community of media makers who collaborate and are invested in their organization.

Chair Studenmund asked about the grant preferences, to which Burrell said that they prefer producers who are creating content for the video channels, but she doesn't think this had anything to do with the grants data. The impact would be for the producers who check out their equipment.

Burrell is going back to school in the Fall, but she will continue to work part time with Open Signal. Burrell does not anticipate any impact to her work as liaison to the MHCRC.

Vice Chair Harden asked about the level of support the MHCRC grantees will receive if Open Signal's services will prioritize producers that are creating content for the channels. He asked what would happen to those producers hoping to broadcast with Open Signal. Burrell clarified that Open Signal and the grantees don't have a special relationship to provide specific services, however Open Signal always makes themselves available and doesn't anticipate that changing. Douglas added that MetroEast is also able to air the programs to reach further audiences.

- Franchisee Activity Report
 - Ziplly: Not present. Diaz Calvo will follow up with Jessica Epley about Ziplly's attendance at the MHCRC meetings.

- Comcast: Tim Goodman, Government Affairs with Comcast, shared that elected officials will soon receive an email update from Comcast about their work and the franchise negotiations. He said that free public Wi-Fi hot spots will continue to be open. They have just under 1000 of them in the MHCRC territory. Comcast is celebrating their 10th year anniversary of Internet Essentials Program. They have continued to provide COVID response support through the Internet Essentials Program, offering two months for free and continuing their partnerships with different school districts. The FCC's emergency broadband benefit was open for businesses and Comcast was one of the providers. This benefit allows families to get \$50 a month to support their bill payment. Goodman shared that the Comcast Rise Program is a program that provides support to small BIPOC businesses through grants. Through this program, Comcast provides COVID relief and some of the services the BIPOC businesses receive are multi-year support awards for consulting, media, and creative advertising. A total of 20 businesses have been awarded grants and services. Goodman shared that Comcast has engaged in discussion with Multnomah County about extending their program to the east and west ends of the county.

- CONSENT AGENDA

*C1. March 29, 2021 Meeting Minutes

MOTION: Thomas moved to approve the Consent Agenda as presented. Roche seconded.

VOTE: 6-0

REGULAR AGENDA

R1. FY 2021-22 MHCRC Goals & Objectives Draft Discussion

Perez presented the MHCRC Goals & Objectives, which includes a slight change to include items that the Commission would like to see. The items this year differ from previous years in that they go beyond what is required by the Commission. Perez also noted the draft incorporated the items that were discussed during the MHCRC retreat.

In the MHCRC Goals & Objectives there are items that staff will be leading and other items that commissioners wanted to include and will be leading with their jurisdictions. In prior years, the MHCRC Goals & Objectives were presented and adopted in one meeting, however this year staff wanted to set up time during a meeting to have a discussion and incorporate the Commission's input. Once revised, the document could be approved at the June MHCRC meeting.

Commissioner Thomas suggested having a subcommittee discussion prior to moving it forward for commission work. Vice Chair Harden volunteered to lead the discussion

through the Policy Committee. Vice Chair Harden added that he didn't see anything in the MHCRC Goals & Objectives that the Commissioners shouldn't take on. Commissioner Thomas is interested in joining the discussion.

*R2. MHCRC FY 2021-22 Fund Budget Proposal

Wong presented the MHCRC FY Fund Budget Proposal, noting the sections that were discussed and of interest to the Commission.

Commissioner Brown asked why the interest earned appears to be high. Wong said that there are a few different City and County investments that has caused that money to grow. Growth remains relatively the same year after year. Commissioner Brown asked about the unused funds and if they are invested by the City of Portland based on economic yields. Wong confirmed and added that the percentage of investments is conservative. Wong clarified that the funds are restricted just for MHCRC expenses.

Chair Studenmund asked what the difference was between the presented budget and what was presented at the MHCRC Finance Committee. Wong said the difference is about \$60,000 less from the general fund budget due to less funds coming in from Comcast.

Vice Chair Harden asked about the procedure and how to move forward with the changes in the budget that are slightly different from what the Finance Committee recommended. Perez recommended moving forward with the budget as amended.

Commissioner Brown suggested having a calendar to subscribe to with all the MHCRC meetings, subcommittee meeting and community media center meetings.

Chair Studenmund asked how the beginning balance is calculated in the Interest Chart FY2021-22. Wong explained that the beginning balance is taken from the preceding balance and escalated that by the percentage interest the Treasury Bureau stipulates. The beginning balance was initially provided by the City of Portland.

MOTION: Thomas moved to approve the MHCRC FY 2021-22 Fund Budget Proposal as amended. Dennerline seconded.

VOTE: 6-0

R3. Community Technology Grants Agreements: 2021 Cycle

DeBey said that 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.

R3-A One World Chorus

One World Chorus requested a grant total of \$119,446.93 with a total project budget of \$239,481.93. Their pre-application total project budget is \$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.

MOTION: Thomas moved to approve One World Chorus grant application for \$119,446.93. Roche seconded.

VOTE: 6-0

R3-C CETI

DeBey noted an error in the application which was corrected and sent via email. The error included funds that were moved from overhead and into the infrastructure category, which has no impact in the total grant requested.

CETI’s total grant requested amounts to \$76,867. Their pre-application grant request was for \$58,000. CETI has a total project budget of \$242,767. Their pre-application total project budget was for \$122,000.

CETI's "XRchive: 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).

Perez asked for clarification about the total budgeted versus what will be used this year in grants. DeBey is confident that Self Enhancement, INC (SEI) will withdraw from the grant cycle and the total amount will be under what was budgeted for grants in this FY. With the increases that are being approved now and after SEI withdraws their application, the total will be around \$841,000 and the total allocated budget for Community Technology Grants is \$900,000.

MOTION: Harden moved to approve the CETI grant for \$76,867.00. Dennerline seconded.
VOTE: 6-0

R3-C Flying Focus Video Collective

DeBey said that the Flying Focus Video Collective is asking for \$1,334. Their "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.

Chair Studenmund asked who was involved in the project, to which DeBey said she is working with Barb Green.

Commissioner Brown asked about previous grant applicants and the amounts that were granted. DeBey has the information and can share that with Commissioner Brown.

MOTION: Norm moved to approve the Flying Focus Video Collective grant for \$1,334. Dennerline seconded.

VOTE: 6-0

*R4 Legal Services Agreement Amendment

Coulter said 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.

Chair Studenmund asked clarification about these funds being different from the company in Eugene. Coulter confirmed.

Commissioner Brown asked who our representative was in Portland, to which Coulter clarified that we work with a different group of lawyers depending on the work that is being done.

MOTION: Dennerline moved to approve 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. Harden seconded.

VOTE: 6-0

- Staff Updates
 - Perez shared that the MHCRC Budget Approval for Portland moved to June 30th at 3:30pm due to Commissioner Rubio being out of the office.
 - Perez reintroduced staff's proposal to discontinue the preliminary agenda. Based on the questions that some of the commissioners had, the MHCRC staff reviewed Oregon's public meetings law: as long as the Commission distributes the packet the Wednesday before the meeting, the Commission would still be in compliance of public record law. Staff proposes to proceed with sending out the packet the

Wednesday prior to the meeting instead of creating and distributing the preliminary agenda.

- DeBey anticipates a presentation by PRE on the evaluation report for the Community Technology Grants Program at the June MHCRC meeting.
- DeBey updated the Commissioners about the off-cycle grant making program. DeBey said she has received positive input from the Equity Committee, and she has also vetted the proposal with the MHCRC's legal counsel.
- Staff proposed starting the June MHCRC meeting at 6 pm. Staff will connect with the remaining Commissioners to confirm their availability.

In the past the MHCRC has done TechSmart Initiatives, now that TechSmart is over, Vice Chair Harden asked if schools be able to apply for the off-cycle grants. DeBey said it may be up for future consideration.

Commissioner Brown would like to support with creating a visual calendar and to be a part of the Finance Committee.

- New Business; Commissioner Open Comment
 - Commissioner Dennerline will attend the June MHCRC meeting but he is unsure about his availability for the September MHCRC meeting.
- Committee Reports
 - Finance Committee: nothing to report.
 - Equity Committee: nothing to report.
 - Policy Committee: nothing to report.
 - Open Signal Board Appointee: Commissioner Brown reported that Open Signal is undergoing organizational changes. The board voted against having an Executive Director. The Open Signal Board Chair seems to be leading the organization's change management. Commissioner Brown reported that Open Signal is trying to implement a decentralized model and may face change in management and staff. They will be working on strategic planning. At the moment, Open Signal has 18 staff members and 6 board members listed on their website. Chair Studenmund offered Commissioner Brown to meet and provide an overview about Open Signal.
 - MetroEast Board Appointee: nothing to report. Commissioner Dennerline will miss the May board meeting.
- Public Comment: None.
- Adjourn: 8:12 pm

Respectfully submitted by:
Cinthia Diaz Calvo, Administrative Specialist

COVER SHEET – AGENDA ITEMS #R1

For Commission Meeting: June 21, 2021

“Community Technology Grants Program Review Report Presentation”

Background:

At the December 2020 MHCRC meeting, the MHCRC approved a scope of work for a Request for Proposal (RFP) to engage an evaluation consultant to complete a program impact evaluation (“review”) for the Community Technology Grants Program.

MHCRC staff had previously identified the benefits of completing a program impact evaluation for the Community Technology Grants Program but due to capacity issues, the project had been on hold. A similar program impact evaluation review was completed in 2003.

With increased staff capacity to lead the project, the MHCRC Equity Committee recommended moving forward with the program impact evaluation at its November 2020 meeting.

Following approval, MHCRC staff issued the RFP in January of 2021 and engaged in a review process of the submitted proposals. A cross-bureau committee, with MHCRC representation, selected Pacific Research & Evaluation (PRE) as the most qualified candidate for the project and entered into contract with PRE in February 2021.

MHCRC staff has worked collaboratively with PRE staff to provide access to the information necessary to complete the impact evaluation. PRE has finalized the Community Technology Grants Program Review, Executive Summary, and Infographic. PRE will make a presentation of the review at the June MHCRC meeting.

Attachments:

1. MHCRC Community Technology Grants Program Review, Executive Summary
2. MHCRC Community Technology Grants Program Review
3. MHCRC Community Technology Grants Review of Program Impacts, Infographic

COVER SHEET – AGENDA ITEMS #R2

For Commission Meeting: June 21, 2021

“Community Technology Grant Agreements: 2021 Cycle”

Recommendation:

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

A. David Douglas School District	\$16,176.83
B. The Circus Project	\$15,315.34
C. NW Documentary	\$71,940.00
D. Portland State University	\$80,702.00
E. NE STEAM Coalition	\$49,000.00
F. The Old Church	\$45,512.00
G. Northwest Alliance for Alternative Media and Education (NAAME)	\$76,000.00
H. National Alliance for Filipino Concerns	\$55,969.00

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. Three additional applicants were presented at the May MHCRC meeting and were approved for a total of \$197,647.93 in grant funds.

MHCRC staff has reached agreement with an additional eight applicants on final grant agreements recommended for approval for a total amount of \$410,615.17 in grant funds.

If the MHCRC approves these eight recommended grants presented, the MHCRC will have invested a total of \$833,611.10 into our communities in the Community Technology FY20-21 cycle.

Grant Agreements for Approval - Summaries:

A. David Douglas School District (DDSD)

Grant Request: \$16,176.83 (Pre-Application Grant Request: \$16,014)

Total Project Budget: \$44,343.65 (Pre-Application Total Project Budget: \$38,630)

Public Benefit Area: Reducing Disparities

The “Engaging Families through Digital Equity” project seeks to cultivate historically underserved families’ and students’ joint technology engagement. DDSD will engage about 15 families through three in-person, hands-on training sessions designed to increase comfort and confidence with technology, and further engage hundreds of families through three supplemental recorded 30-minute tutorials posted on the DDSD website. Families will be recruited by DDSD’s bilingual Family and Community Partnership Coordinator who will work with principals, teachers, and key staff to identify the families most in need. In addition, DDSD will create a documentary of the whole project highlighting candid interviews with participants and how increased comfort/expertise with technology will benefit their future plans to use technology alongside their children. Both the tutorials and the documentary piece will be shared out on both Open Signal and MetroEast.

David Douglas is a current grantee in the TechSmart Initiative for Student Success and continues to meet all grant outcomes satisfactorily.

B. The Circus Project

Grant Request: \$15,315.34 (Pre-Application Grant Request: \$13,000)

Total Project Budget: \$31,078.74 (Pre-Application Total Project Budget: \$26,000)

Public Benefit Area: Improving Community Involvement

The Circus Project seeks to build out a media production suite, including lights, a professional camera and computers at their home studio, where unique infrastructure including rigging, mats and specific safety measures support students in practicing their particular artform. The “Media Suite” project will enable The Circus Project to create original digital content that they wouldn’t otherwise be able to produce on site, as well as expand access to contemporary circus arts to underserved audiences/students. Throughout the grant period, The Circus Project will produce 10 hours of video content highlighting quality live performances as well as unique student-produced content which will be shared out through both Open Signal and MetroEast.

In addition, at least 25 students and working circus arts will receive training on the upgrading equipment. Previously limited by their lack of access to technology, the media suite will allow students to participate in the new digital realm of contemporary circus arts.

C. NW Documentary

Grant Request: \$71,940 (Pre-Application Grant Request: \$74,000)

Total Project Budget: \$210,940 (Pre-Application Total Project Budget: \$150,000)

Public Benefit Area: Improving Community Involvement

NW Documentary's "Community Storytelling in Parkrose" Project aims to pilot a new, more mobile organizational structure in order to advance Diversity, Equity, and Inclusion goals and support intentional community building. NW Documentary will bring resources, workshops and services into Metro area spaces for up to three years, starting with Parkrose. NW Documentary will work in partnership with Parkrose United Methodist Church and youth-based non-profit organizations, such as Elevate Oregon, to produce short documentary films about the Parkrose neighborhood which will be screened in the community and shared out on the Community Media Center channels. Upwards of 30 filmmakers will participate in the organization's ten-week-long DIY Documentary workshops which helps participants identify stories that might be interesting and feasible, learn how to do video editing, sound design, color correction, and more. They will also upgrade editing workstations and transition to laptop-based stations, which will offer more flexibility in meeting the needs of all members of the community.

The MHCRC previously awarded grant funds to NW Documentary for "Advancing Equipment and New Tools for Community Development and Emerging Documentary Filmmaker Support" project in 2018. That grant was extended due to closures related to the COVID-19 pandemic. Up to this point, all grant outcomes continue to be met satisfactorily.

D. Portland State University (PSU)

Grant Request: \$80,702 (Pre-Application Grant Request: \$81,600)

Total Project Budget: \$161,626 (Pre-Application Total Project Budget: \$182,600)

Public Benefit Area: Improving Community Involvement

PSU's "Center for Documentary Filmmaking and Production" project seeks to establish a computer lab, checkout equipment, and a shooting studio to form a center to support a cohort of 50 students and grow their community-based filmmaking curriculum. The center will support two pilot courses which will result in a dozen student-led short documentary films that will be screened publicly and shared out on Open Signal. One Course, "Video, Design, Community," will

partner with Outside the Frame. In groups, students will create a video series around the themes of “place” and “home” documenting stories of houseless or previously houseless youth connected to Outside the Frame. In the course, “The COMMA Workshop,” students will examine the challenges of under-represented groups in the creative industries while learning skills to expand their professional networks. In collaboration with high school students, students will create videos that center and document Black, Indigenous, and People of Color (BIPOC) voices in the arts. The grant-funded equipment will further support the entirety of the video art curriculum at PSU and be available for check-out to support student-led video projects throughout the College of Art and Design.

E. NE STEAM COALITION

Grant Request: \$49,000 (Pre-Application Grant Request: \$49,000)

Total Project Budget: \$202,935 (Pre-Application Total Project Budget: \$150,511)

Public Benefit Area: Reducing Disparities

The “BIPOC Community Technology Lab” project aims to address the barriers that Black, Indigenous, People of Color (BIPOC) youth face when accessing technology necessary for Science, Technology, Engineering, Art and Math (STEAM) opportunities. To do so, they plan to create a hub similar to a maker-space at the Abundant Life Church in North Portland, which already serves a multi-racial community and as a center for services and events important to BIPOC residents. The hub will work to (1) increase involvement of BIPOC youth by creating educational how-to videos on maker-space-type STEAM technology and (2) to increase BIPOC representation in STEAM with videos about developing STEAM-related technical skills made by BIPOC interns and community members while using the hub. Training curriculum on video production developed by MetroEast Community Media will be offered to interns (ages 16 to 24) and interested community members. Crafting and repair equipment from sewing machines to laser cutters will serve as tools in the creation of the how-to videos, which are designed to elevate stories by and about the BIPOC community and ultimately increase BIPOC participation in STEAM. NE STEAM Coalition has secured dozens of community partners to support the recruitment of youth, STEAM education personnel, and in-kind donations. They plan to produce and distribute a minimum of 15 educational videos to the Community Media Centers.

F. The Old Church

Grant Request: \$45,512 (Pre-Application Grant Request: \$45,850)

Total Project Budget: \$91,186 (Pre-Application Total Project Budget: \$91,700)

Public Benefit Area: Improving Service Delivery

The Old Church requests grant funds to support their “Expanding The Old Church’s Programming Production Capabilities” project in order to better reach their community members during and beyond the COVID-19 pandemic. The Old Church plans on recording over 150 shows produced annually and broadcasting their programming through MetroEast Community Media (at minimum four shows/month will be shared out). The annual community programming includes 50 lunch-time concerts and 8 to 10 *We Can Listen* shows which are hybrid documentary/performance/panel discussions. In addition, The Old Church plans to use this expanded community outreach to grow their annual audience and highlight at least 60% performers and speakers who identify as BIPOC, LGBTQ+, women, and/or artists with disabilities. Grant funds will support upgrades to equipment which includes installation of four movable camera stations and technology required to support recording, editing, and broadcasting content, all built for long-term expansion and durability.

G. Northwest Alliance for Alternative Media and Education (NAAME)

Grant Request: \$76,000 (Pre-Application Grant Request: \$69,000)

Total Project Budget: \$191,150 (Pre-Application Total Project Budget: \$167,000)

Public Benefit Area: Reducing Disparities

The “Voices of Wisdom and Modern Mythology” Project intends to serve up to 60 youth (aged 14-21) in Multnomah County with an emphasis on under-served indigenous, Black and Latinx youth, as well as youth who have experience homelessness, drug and alcohol addiction, mental health disability, learning differences, trauma, foster care/shelters and juvenile detention. NAAME seeks to build a newfound sense of empowerment through self-expression and digital creativity while building technical and life skills. Throughout a series of four-week-long workshops hosted by established project partners and utilizing trauma-informed curriculum, youth will: learn professional video & audio production skills, be introduced to hip-hop artists and modern musicians, be introduced to teachings of indigenous elders from Africa and Turtle-Island, and be given guidance as they create their own raps, lyrics and poetic verse which will be turned into a music videos and/or documentaries (at minimum, 10 videos) which will be shared out with Open Signal and MetroEast Community Media. Youth will have an opportunity to present their final projects at community screenings. Project partners include Latino Network; Young Audiences of Oregon; Keys, Beats, Bars; ReWild Portland; Ascending Flow; and, Tryon Life Community Farm.

The grant request was increased by \$7,000 from the pre-application to include eligible overhead costs, which were previously left out of the project budget.

NAAME has a current grant with the MHCRC in support of the Keys, Beats, Bars project (2020).

H. National Alliance for Filipino Concerns

Grant Request: \$55,969 (Pre-Application Grant Request: \$90,000)

Total Project Budget: \$216,435 (Pre-Application Total Project Budget: \$200,000)

Public Benefit Area: Improving Community Involvement

The “CARE Project” aims to raise awareness about, and community involvement in, the Filipino domestic worker community, who suffer from social isolation and limited labor protections. The National Alliance for Filipino Concerns plans to directly engage upwards of 100 caregivers (domestic workers) and 15 cultural workers (i.e. community organizers) in a storytelling platform. Local Asian Pacific Islander (API) nonprofit partners include the Asian Pacific American Network of Oregon (APANO), Migrante Portland, and the Filipino Bayanihan Center. Caregivers will be recruited through project partners using the Participatory Action Research (PAR) method, often used to contact and build access with “hard-to-reach” immigrant populations. Cultural workers will start with one-on-one interviews to build trust and understanding. Those interviewees will then be invited to attend a series of 18 educational discussions that will allow them to connect with peers and receive training on relevant social issues. The discussions will be filmed and incorporated into the storyboard for a documentary feature entitled “Labor of Care” which will highlight the caregivers’ lives in the Philippines, their migration to the United States, and their experiences as domestic workers. The final produced piece will be shared out through MetroEast Community Media, various websites, and at in-person community screenings.

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

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 eight grants

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

COVER SHEET – AGENDA ITEMS #R3

For Commission Meeting: June 21, 2021

“Regional Arts and Culture Council Pilot Proposal, Off-Cycle Grant”

Recommendation:

Staff recommends that the Commission approve an off-cycle grant to the Regional Arts and Culture Council (RACC) for \$25,000 in support of a pilot grantmaking partnership.

Background:

The Regional Arts & Culture Council (RACC) supports the creative economy in greater Portland by equitably providing funding and services to artists and art organizations; managing and growing a diverse, nationally-acclaimed, public art program; and developing long-lasting public and private partnerships.

RACC’s Make | Learn | Build Grant Program offers funding for artists and arts-based business/organizations in three categories:

- Make: the creation of work in any artistic discipline
- Learn: artistic or administrative learning, skill building, or professional development that improve your art practice or business
- Build: a transition or pivot for an arts business or operations, including purchase of equipment or staffing.

The program offers flexible awards with the goal of supporting a greater number of artists and arts-based businesses during a time of rapid change and creative innovation and is designed to align with RACC’s value of equity and commitment to racial justice and representation in their services and investments.

In the past year, as a result of the COVID-19 pandemic, artists and arts-based organizations have pivoted much of their work to a digital format. Artists and art-based organizations have an urgent need to continue to be able to produce and distribute video content (or to scale their current capabilities to do so) in order to continue their work. There is no clear timeline to “normal” return for many performing artists.

Pilot Proposal Concept

Staff recommends that the MHCRC approve a pilot grantmaking partnership project in which the MHCRC would provide a grant of \$25,000 directly to RACC (a non-profit organization) to support their grantee’s technology requests.

RACC staff and MHCRC staff will work collaboratively over the next six months to finalize the details of this pilot partnership. However, there are many details already worked out, including:

- The grant to RACC would have a one-year project timeline, i.e. grants would be awarded in grant cycles that RACC operates within one year from the grant award. Grantee content would need to be submitted to Open Signal within two-years of the grant award.
- The grant award would be made from Community Grants Contingency Funds, upon MHCRC approval. *As of June 9, 2021, the MHCRC has not used any of the \$800,000 allocated in the FY20-21 budget.*
- RACC will provide the “matching funds” component by making investments in selected grantees for project, professional development, capacity building and operating support. The MHCRC will further support eligible grantees with grant dollars *for capital costs only*. We will use the MHCRC definition of capital costs that we use for all our grantmaking programs.
- RACC would include on their application a checkbox for applicants to indicate if they are interested in sharing their art publicly via video content created and shared on Open Signal. *MHCRC grant dollars would only fund grantees that would do so.* Applicants and grantee recipients would also receive a copy of Open Signal’s community producer content guidelines.
- RACC would filter by location of applicant to ensure we were working with grantees from MHCRC member jurisdictions.
- Open Signal would collect the content created by the individual grantees and edit it together into a viewable program(s), if necessary, depending on the length of the content. Grantees can submit their video files digitally, directly to Open Signal. When they do so, they will create an account that will be tied to the MHCRC/RACC partnership (and tracked separately).
- RACC program staff would provide MHCRC program staff a list of applicants to whom they will be awarding grants, and MHCRC program staff can select the grantees that best meet our grant program criteria. Only those selected grantees would receive MHCRC grant dollars.
- RACC already collects reporting requiring documentation of grant-funded expenditures. MHCRC would receive a copy of for each grantee supported by MHCRC grant dollars. The MHCRC would further include a question regarding content submitted to Open Signal.

At the conclusion of the one-year pilot period, RACC and MHCRC staff would have a de-brief to do an analysis of the partnership for both organizations. Program staff will work collaboratively to submit a final report on the successes and challenges of the pilot grantmaking partnership project for presentation to the MHCRC.

If deemed successful, the MHCRC and RACC could discuss partnering together for future partnerships to support the arts community in Multnomah County

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 Grant Agreement

AGREEMENT FOR MHCRC OFF-CYCLE GRANT

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

RECITALS:

This Agreement is entered into for the purpose of providing the Commission's grant funds in support of the Pilot Grantmaking Partnership project.

AGREEMENT:

1. Grant Amount, Use of Grant

Grantee is awarded an amount not to exceed \$25,000 for specific capital costs related to the Grant project. Grantee shall use the Grant funds exclusively for the purposes outlined in Pilot Proposal Concept (the "Grant"). The Pilot Proposal Concept 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 \$25,000 as specified in the invoice within thirty (30) days after receipt of the invoice.

Grantee shall submit the invoice to the Commission's Project Manager. The invoice 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.

All expenditures made from Grant funds for Grant project capital costs must be made at least thirty (30) 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 in the Grant for the project. Grantee shall maintain all financial records related to the Grant for seven (7) 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 work collaboratively with the Project Manager to submit a final report on the successes and challenges of the pilot grantmaking partnership project for presentation to the MHCRC, due no later than November 30, 2022.

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 July 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, 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 limited to, Project Manager's concerns about Grantee's ability to complete the Grant in accordance with this Agreement or any other non-compliance with the Agreement.

18. Non-Discrimination

In carrying out activities under this Agreement, Grantee shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, disability or source of income.

Grantee shall take actions to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, disability or source of income. In regard to carrying out activities under this Agreement, Grantee shall further not arbitrarily refuse to provide services to any person and shall not discriminate in offering services on the basis of race, color, religion, age, sex, marital or economic status, national origin, sexual orientation, disability or source of income.

19. Severability

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

20. Choice of Law and Choice of Forum

This Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the Commission and Grantee arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

21. Survival

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

22. Assignment

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

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

subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

23. Electronic Means

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

24. Notice

Any notice provided for under this Agreement shall be sufficient if in writing and (1) delivered personally to the following addressee, (2) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (3) sent by overnight or commercial air courier (such as Federal Express), or (4) email addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the Commission:

Attn: Rana DeBey, Project Manager:
Mt. Hood Cable Regulatory Commission
c/o City of Portland/ OCT
1120 SW 5th Ave, Suite 405
Portland, OR 97204
Email: rana@mhcrc.org

If to Grantee:

Attn: Madison Cario, Executive Director
Regional Arts and Culture Council
411 NE Park Ave, #101
Portland, OR 97209
Email: mcario@racc.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 MHCRC OFF-CYCLE GRANT: Pilot Grantmaking Partnership Project

GRANTEE: Regional Arts and Culture Council

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

ATTACHMENT 1: PILOT PROPOSAL CONCEPT

Background:

The Regional Arts & Culture Council (RACC) supports the creative economy in greater Portland by equitably providing funding and services to artists and art organizations; managing and growing a diverse, nationally-acclaimed, public art program; and developing long-lasting public and private partnerships.

RACC's Make/Learn/Build Grant Program offers funding for artists and arts-based business/organizations in three categories:

- Make: the creation of work in any artistic discipline
- Learn: artistic or administrative learning, skill building, or professional development that improve your art practice or business
- Build: a transition or pivot for an arts business or operations, including purchase of equipment or staffing.

The program offers flexible awards with the goal of supporting a greater number of artists and arts-based businesses during a time of rapid change and creative innovation and is designed to align with RACC's value of equity and commitment to racial justice and representation in their services and investments.

In the past year, as a result of the COVID-19 pandemic, artists and arts-based organizations have pivoted much of their work to a digital format. Artists and art-based organizations have an urgent need to continue to be able to produce and distribute video content (or to scale their current capabilities to do so) in order to continue their work. There is no clear timeline to "normal" return for many performing artists.

Pilot Proposal Concept

RACC staff and MHCRC staff will work collaboratively over the next six months to finalize the details of this pilot partnership. However, there are many details already worked out. As such, the parties agree to the following terms and conditions of the Pilot Proposal Concept:

- The grant to RACC has a one-year project timeline, i.e., grants would be awarded in grant cycles that RACC operates within one year from the grant award. Grantee content would need to be submitted to Open Signal within two-years of the grant award.
- RACC will commit to contribute funding for at least 50% of the total project budget in support of the pilot grantmaking program. At MHCRC's full discretion, the MHCRC may further support eligible grantees with grant dollars for capital costs only. Project capital costs which may be funded by grant funds include services, products, equipment or other resources whose useful life can be expected to exceed one year. For example, this could include video or data equipment; computer software or hardware; consultants, contractual services or personnel costs to design, install or test the capital project; consultants, tuition fees or personnel time to provide initial training on use of a new technology; building renovation; and internal network wiring in facilities are all eligible capital costs.

- RACC will include on their application a checkbox for applicants to indicate if they are interested in sharing their art publicly via video content created and shared on Open Signal. MHCRC grant dollars will only fund grantees that commit to do so. RACC will also provide grant recipients with a copy of Open Signal's community producer content guidelines.
- RACC will filter by location of applicant to ensure MHCRC is working with grantees from MHCRC member jurisdictions. Recipients of the grantmaking partnership will reside in Multnomah County.
- RACC program staff will provide MHCRC program staff a list of applicants to whom they intend to award grants, and MHCRC program staff will select the grantees that best meet our grant program criteria. Only those selected grantees will receive MHCRC grant dollars.
- RACC will send a copy of its reporting documentation of grant-funded expenditures that it already collects to the MHCRC. MHCRC will receive a copy of for each grantee supported through MHCRC grant dollars. The MHCRC will further include a question regarding content submitted to Open Signal.

At the conclusion of the one-year pilot period, RACC and MHCRC staff would have a de-brief to do an analysis of the partnership for both organizations. Program staff will work collaboratively to submit a final report on the successes and challenges of the pilot grantmaking partnership project for presentation to the MHCRC.

If deemed successful, the MHCRC and RACC could discuss partnering together for future partnerships to support the arts community in Multnomah County.

COVER SHEET – AGENDA ITEMS #R4

For Commission Meeting: June 21, 2021

“Feed the Mass Application, Off-Cycle Grant”

Recommendation:

Staff recommends that the Commission approve an off-cycle grant to Feed the Mass for \$35,600 in support of the “Cultured Cooking” Project

Background:

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

The MHCRC updated the “Special Funding Request” grant program by streamlining the process and updating materials. The revised “Off-Cycle” grant program was officially (re)launched in May 2021.

Nonprofit organization, Feed the Mass (FTM), is the first applicant in the newly updated grant program. FTM submitted a Letter of Interest (LOI) to MHCRC staff in mid-May. Staff deemed that the proposed request met eligibility criteria and was time-sensitive in nature. The LOI was sent to the MHCRC Equity Committee for input. Staff received input from the committee members and felt it appropriate to present the application to the full MHCRC based on that input.

Budget Note: The MHCRC off-cycle grant program was originally approved by Commissioners to utilize the Community Grants Contingency Funds (annually allocated at \$800,000/fiscal year) in order to make grant awards. No Community Grants Contingency Funds have been used in FY 20-21.

If Commissioners approve the eight Community Technology Grants presented at the June meeting, there remains \$66,389 left over from the allocated \$900,000 for the Community Technology Grant program in FY 20-21.

Grant Summary – Feed the Mass “Cultured Cooking” Project

Grant Request: \$35,600

Total Project Budget: \$130,860

Feed the Mass (FTM) seeks to address food insecurity at all levels by using accessible, diverse, and sustainable efforts which bring people together. The “Cultured Cooking” project will use grant funds to purchase upgraded video and editing equipment in order to produce a series of ten 30-minute-long broadcast-ready episodes which will highlight Portland-based chefs of color who are making a difference in their community. The chefs will prepare their favorite dishes and share their stories. The video series will also explore themes of social justice around food insecurity, access to support, and cultural changes in these communities. In addition, BIPOC youth will be trained in video and television production through paid internships in partnership with the Immigrant and Refugee Community Organization (IRCO). FTM has been offering monthly, live virtual cooking classes since February 2021, and want to expand their programs to include interactive food education programs for youth and families. Summer 2021 is the critical time for FTM to produce this video series as an essential component to this expanded work. Videos will be shared out through Open Signal.

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 Grant Agreement

AGREEMENT FOR MHCRC OFF-CYCLE GRANT

This Agreement for MHCRC Off-Cycle Grant (the "Agreement") is between the Mt. Hood Cable Regulatory Commission ("Commission"), through the Office for Community Technology (OCT), and Feed the Mass ("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 Cultured Cooking project (the "Grant Project").

AGREEMENT:

1. Grant Amount, Use of Grant

Grantee is hereby awarded an amount not to exceed \$35,600 (the "Grant Funds") for specific capital costs related to the Grant Project, payable pursuant to Section 3 of this Agreement. Grantee shall use the Grant Funds exclusively for the purposes outlined in its application for Grant Funds in connection with the Grant Project, which 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 \$35,600 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 amount of the Grant Funds authorized by this Agreement. 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.

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 Project 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 the Grant 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 Project-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 reasonable 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 Project in accordance with the reporting schedule defined below.

Interim Status Reporting periods are July 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 September 30, 2022.

Interim and Final Status Reports shall include an accurate and complete financial report of Grant Funds 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 Project.

The Project Manager, at her/his sole but reasonable 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 reasonably related to this Agreement or Grantee's performance of the Grant Project 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 the 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 the 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 Grant Project shall indicate that the Grant 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. Commission represents that it has the full power and authority to enter into this Agreement and perform the obligations set forth herein.

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 outside costs) brought against any of them arising from the negligent actions or omissions or willful misconduct 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 the Grant Funds.

13. Amendment

The Project Manager is authorized to amend the terms and conditions of this Agreement on behalf of the Commission, provided such changes do not increase the Grant Funds 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 July 1, 2021 (the "Effective Date"), 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, October 31, 2022, unless extended or earlier terminated under the terms of this Agreement (the "Term").

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 prior to the Effective Date;
- (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 Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

Upon receiving a notice of termination, Grantee shall immediately cease any expenditures of Grant Funds, unless expressly directed otherwise in writing from the Commission. Upon termination, Grantee shall repay to the Commission all Grant Funds not expended and all Grant Funds not appropriately used under the terms of this Agreement as determined by the Commission.

16. Material Failure to Perform

The Project Manager may terminate this Agreement after determining in good faith based on objective evidence 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, and such notice shall specify the actions required by Grantee 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 spend unused Grant Funds and such unused Grant 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, as applicable, 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, subject to the terms and conditions herein, give notice in writing to Grantee to suspend expenditure of Grant 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 expenditure of Grant 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 expenditure of Grant Funds as to all or part of the suspension in written, by electronic mail, notice to Grantee specifying the effective date and scope of withdrawal. 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 reasonable concerns about Grantee's ability to comply with 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 amendments to this Agreement, 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: Jacobsen Valentine, Executive Director
Feed the Mass
215 SE Morrison Ave, Suite 2004
Portland, OR 97214
Email: jvalentine@feedthemass.com

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 MHCRC OFF-CYCLE GRANT: Cultured Cooking Project

GRANTEE: Feed the Mass

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



June 11, 2021

Rana DeBey
Community Grants Manager
MHCRC - Office for Community Technology
1120 SW 5th Ave, Suite 405
Portland, OR 97204

Dear Rana:

Since 2016, Feed the Mass has existed to empower people through food. Our team works to address food insecurity at all levels by using accessible, diverse, and sustainable efforts which bring people together. At our core, the understanding is that food connects us all, and to feed the community, you have to teach people to feed each other. We're passionate about offering food education classes which are available for everyone, be them children, parents, students, elders, friends, family, or neighbors. Additionally, we recognize that access to hot, healthy food should be a right and not a source of worry. Since February 2021, we have also been offering monthly live, virtual cooking classes to families across the Pacific Northwest. This summer, we are hosting comprehensive and interactive food education programs that will engage with middle school and high school students and their families.

Our communities of color and the local restaurant industry at large have been hit especially hard over the last year. Through all that, people are stepping up and speaking out. It is with this mission at heart that we have created the ***Cultured Cooking PDX Guest Chef Series***. We think this project is very much aligned with the MHCRC's goals in Reducing Disparities and Improving Community Involvement.

We are requesting a special funds grant totalling **\$35,600** from the Mt. Hood Cable Regulatory Commission (MHCRC) for video and editing equipment. From a technical perspective we are a duct tape operation. We have inconsistent, out-dated equipment. Everything is bordering on unstable and we have no backups. Through this funding, we will be able to upgrade to professional-standard video and editing equipment. Doing so will enable us to produce 10 x 30-minute broadcast-ready episodes that will be shared with the Community Media Center. As well we will be able to train our production interns on professional grade equipment. The ability to broadcast on Open Signal offers us the opportunity to reach a substantially larger audience. The series will also be accessible on our YouTube channel and available to the chefs for their social media platforms.

We are requesting special funding from MHCRC outside the regular funding schedule because Summer 2021 is the essential time for us to produce this series. As in-person gatherings are returning, and businesses reopen to full capacity, people – especially families - are keen to get outdoors, explore the area, and support local businesses. Also, and equally important, this Summer is a critical time for the food industry, especially for independent chefs and restaurant owners.

Feed the Mass
215 SE Morrison Avenue
Suite 2004
Portland, OR 97214

Food is one of the most influential ways we experience cultures every day. It is the most basic thing that connects all of us. Every community has their own cuisine that makes them unique. In this series, we will explore those cultures to educate and bridge the gap between people and food. Our series will explore our region's deep and diverse food culture through the eyes of people of color as we bring BIPOC chefs from the area, not necessarily known in the wider Portland food circles, but important in their specific communities, into our kitchen, to prepare their favorite dishes and share their stories. We will meet them in their neighborhoods, to see and hear first-hand how their lives have changed in the last year. Across the series, we will also explore social justice around food insecurity, access to support, and cultural changes in these communities.

The Cultured Cooking Guest Chef Series will make a difference in the following ways:

- Introducing Portland-based chefs of color who are making a difference in their communities
- Exploring Portland's rich cultural diversity, history, as well as present day successes and struggles through the lens of food
- Helping build trust between communities
- Creating opportunities for people of color to learn about food cultures from a person of color.
- Investigating all of this through the eyes of a community activist / chef of color in the series' host, Jacobsen Valentine, founder of Feed the Mass.
- Making specialized, localized programming available to communities your cable partners serve.
- Training young people of color interested in video and television production on broadcast-quality equipment through paid internships in partnership with IRCO. (<https://irco.org/>)

Feed the Mass and *Cultured Cooking* have some exciting times ahead and we believe the MHCRC special funding grant would help us take our organization to a whole new level so we can continue to provide first-rate, professional programming to our community. Please find included in this request, an estimated production budget as well as a budget breakdown for the requested equipment.

We look forward to the potential partnership between Mt. Hood Regulatory Commission and Feed the Mass. Thank you for your time and consideration.

Jacobsen Valentine
Executive Director, Feed the Mass
jvalentine@feedthemass.com

Cynthia Palormo
Director, Food Education Program
cynthia@feedthemass.com

Feed the Mass
215 SE Morrison Avenue
Suite 2004
Portland, OR 97214

MEASURABLE PROJECT OUTCOMES

At the end of the project we expect the following outcomes:

- *Deliver 10 half-hour episodes to the community via Open Signal PDX and the Feed the Mass YouTube Channel.
- *Our Youth Interns will increase their Media Technology skills, which will increase their future career or secondary education opportunities.
- Introduce a larger audience to people of color in Portland who are empowering their communities through food and service.
- Foster further opportunities for conversations around food access, food insecurity, and food equality in Portland's underserved communities.

EVALUATION PLAN

To track outcomes for our project, we will:

- Track our Youth Interns' ability & interest to take on more specialized responsibilities across the series.
- Collect information on our Youth Interns' learning and future interest in the technology.
- Collect information on viewers' interest in our series.
- Collect information from featured guest chefs on how the series helped their business/cause/mission.
- Work with chefs to track new customers who discovered them through our program.
- Participate in Open Signal orientation or events.

IMPLEMENTATION PLAN (PROJECT TIMELINE)

Timeline to prep / produce / edit / deliver a 10-episode series

Total series running time 4.5 - 5 hours

Pre-production - mid-July to end of August 2021

- *Identify, research, pre-interview 10 chefs; scout their establishments
- *Research & identify any relevant community leaders
- *Research historical background of Portland's communities of color
- *Identify additional funding sources as needed
- *Purchase necessary equipment
- *Recruit & hire Interns
- *Train Interns on equipment
- *Secure any necessary permits
- *Discuss with Open Signal a timeline for delivery / broadcast

Late August - Early November 2021

- *Finalize in-studio recipes
- *Film 10 sit-down interview, 10 / 2-hour in-studio meal preparations, 10 on-location & community walk-thrus w/Chef Jacobsen
- (2 per week in-studio schedules / 1 on-location shoot per week)
- *Start post production

October 2021 - April 2022 - Full Post Production

- *Interview any relevant community leaders
- *Finish all principal photograph by end of October
- *Design marketing & promotional plan for Guest Chef Series
- *Create graphics & show open
- *Executive Producer will sign off on all final cuts before they air.
- *Evaluate Intern participation and technical skills growth
- *Finish & deliver all 10 episodes by late March / early April 2022

April - September 2022 - Project Wrap

- *Wrap & close project budget
- *Assess effectiveness of programming & intern participation

**Submit reports in a timely manner to MHCRC as required by contract throughout this period.*

FTM Cultured Cooking Equipment Budget - MHCRC				
Equipment List	Amount	Ind Cost	Total	Specs
Production Gear				
Cameras	3	\$1,995.00	\$5,985.00	Blackmagic Design Pocket Cinema Camera
HDMI cables (50ft)	2	\$31.00	\$62.00	
Audio Gear	1	\$3,370.00	\$3,370.00	
Sennheiser wireless lav mic	2	\$599.50	\$1,199.00	
replacement mics	2	\$175.00	\$350.00	Countryman EMW Omidirectional /Lav mic
Tripod	3	\$589.00	\$1,767.00	Manfrotto tripods
Post Production Equipment				
Talen Edit System	1	\$5,381.00	\$5,381.00	https://builder.falcon-nw.com/configure/template/talon-with-trx40-chipset
thunder bay raid	2	\$1,000.00	\$2,000.00	
media storage solution	2	\$500.00	\$1,000.00	
Monitor	2	\$185.00	\$370.00	
keyboard	2	\$150.00	\$300.00	
mouse	2	\$30.00	\$60.00	
control surface remote	2	\$100.00	\$200.00	
iPad Pro	2	\$3,300.00	\$6,600.00	
Editing Laptop	1	\$3,100.00	\$3,100.00	
Solid State hard Drives	4	\$120.00	\$480.00	samsung T5 portable SSD-MU
portable hard drives	1	\$140.00	\$140.00	Rugged 4tb hard drives
Subtotal			\$32,364.00	
10% overhead cost			\$3,236.40	
Total			\$35,600.40	

Budget Narrative

- FTM will provide matching resources equating \$92,000 of staff time.
- FTM will provide matching resources equating \$13,000 for marketing and publicity personnel.
- Project Partners will provide matching resources in the amount of \$6300 to pay for education, training, and production staffing of Interns.
- FTM will provide matching resources in the amount of \$250 for transportation.
- FTM will provide matching resources equating \$9000 towards infrastructure / facility costs.
- FTM will provide \$4400 in food and cooking supplies; and \$750 in supplies and consumables for this program.

Line Item Budget

Cost Category	Grant Funds	Match Amount	Project Total
Personnel		\$105,900.00	\$105,900.00
Education & Training		\$6,300.00	\$6,300.00
Travel / Transportation		\$250.00	\$250.00
Equipment	\$32,364.00	0.00	\$32,364.00
Infrastructure/Facilities		\$9,000.00	\$9,000.00
Miscellaneous		\$5,150.00	\$5,150.00
Overhead	\$3,236.00	\$5,000.00	\$8,236.00
TOTALS	\$35,600.00	\$131,600.00	\$167,200.00

COVER SHEET – AGENDA ITEM #R5

For Commission Meeting: June 21, 2021

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

Recommendation

Staff recommends that the Commission adopt FY21-22 Goals and Objectives.

Background

Staff developed the proposed FY21-22 goals and objectives with consultation from the Policy Committee, considering issues identified by the Commission at its annual planning retreat held in late February. In addition, staff has included objectives responding to anticipated workload items contained in the MHCRC Finance Committee proposed FY21-22 budget.

Attachment: Draft FY21-22 Goals and Objectives

Prepared By: Elisabeth Perez
June 15, 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 including promotion of the TechSmart program (staff and Commissioners)
- Legislative outreach and advocacy at the state and federal level (staff and Commissioners)
- Align and participate with partners on crafting and promoting legislation (staff and Commissioners)

Goal III: Enhance customer protections program to ensure more people know about the MHCRC's role and contact the MHCRC for assistance.

Objectives

- Create a more searchable website. (staff)
- Create a complaint portal through website. (staff)
- Increase communication and outreach about MHCRC customer protection program to community members. (staff)
- Develop and strengthen relationships with State and Federal officials. (staff)

Goal IV: In addition to the years of increased dedication to equity via the TechSmart and Community Grants Program the MHCRC with continue to strengthen its 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)
- Create equity MHCRC statement and define priority populations (staff and Commission)

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

Objective

- Complete Comcast and begin Ziplly 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 #R6

For Commission Meeting: June 21, 2021

“Election of MHCRC Chair and Vice-Chair”

Commissioner Term Status

All Commissioners are eligible for the Chair and Vice Chair position.

Background

The Intergovernmental Agreement empowers the Commission to adopt Rules of Procedure governing its conduct of business. With regard to the election of officers, the Commission’s Rules of Procedure state:

Officers. The Commission shall elect a Chair and Vice Chair (Officers) from among its members.

Term of Office. The Officers' terms of office shall be for one year from July 1 through June 30. Officers may be elected to no more than three full consecutive terms.

Election. Commissioners may nominate Officers by oral motion. After the close of nominations, the Commission shall vote in writing or by oral motion upon the names nominated. The election of officers shall be by a majority of Commissioners.

Chair. The Chair shall have the duties and powers to:

- A. Direct the preparation and distribution of an agenda for all Commission meetings;
- B. Preside over all deliberations and meetings of the Commission;
- C. Vote on all questions before the Commission;
- D. Call special meetings of the Commission in accordance with these Rules of Procedure;
- E. Sign all resolutions, orders, contracts and other documents memorializing Commission action;
- F. Establish committees and appoint members and chairs.

Vice Chair. During the absence, disability or disqualification of the Chair, the Vice Chair shall assume all the duties and powers of the Chair. In the absence of both Officers, the Commission shall elect an acting Chair.

Prepared by: Elisabeth Perez
June 15, 2021