

**MEETING NOTIFICATION
March 29, 2021
6:30 p.m.**

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

Join the Webinar:

<https://us02web.zoom.us/j/87885509958?pwd=QTk5ditmOUppb0NCdUM2OGJrZ05wdz09>

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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

***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. January 25, 2021 Meeting Minutes
- C2. February 20 & 28, 2021 Retreat Minutes

REGULAR AGENDA

- R1. MHCRC Fund Financial Review – Moss Adams Report 30 min
- *R2. Authorize Moss Adams for MHCRC FY 2020-21 Audits 10 min
- *R3. Community Technology Grant: Oregon Museum of Science and Industry (OMSI) 5 min
- *R4. Community Technology Grant: East Metro Arts, Community & Culture (EMACC) 5 min
- *R5. Community Technology Grant: Growing Gardens 5 min

- Staff Updates
 - Newsletter
 - Update on Comcast Negotiations
 - I-Net End Fund Report
 - Questions
- New Business; Commissioner Open Comment
- Meeting Schedule:
 - April – Recess
 - May 17 – Remotely
 - June 21 – Remotely
 - July 19 - Remotely
 - August 16 - Remotely
- Committee Reports
 - Finance Committee
 - Open Signal Board Appointee
 - MetroEast Board Appointee
- Franchisee Activity Report
 - Zply
 - Comcast
- Public Comment
- Adjourn

*Denotes possible action item

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



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MT. HOOD CABLE REGULATORY COMMISSION
Remotely Meeting via phone or computer – Portland OR
January 25, 2021 Meeting Minutes -- DRAFT

SUMMARY MINUTES

Call to Order: 6:31 pm

- Roll Call

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

Commissioners absent: Commissioner Murphy, Commissioner Thomas.

Staff: Elisabeth Perez, Interim Director; Rana DeBey, Grants Analyst; Michael Wong, Finance Manager; Cinthia Diaz Calvo, Admin Specialist.

- Agenda Review
- Disclosures: none.
- Public Comment: none.
- CONSENT AGENDA

*C1. December 21, 2020 Meeting Minutes

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

VOTE: 5-0

REGULAR AGENDA

R1. Media Centers Annual Activity Reports

Rebecca Burrell, Director of Strategy with Open Signal shared the highlights of 2020 which include the following:

- In January, Open Signal had their planning event in which they focused on working with the community to determine how to meet the organization's equity needs through their 5-year strategic planning.
- In February, Open Signal resumed their standard public hours, as well as classes and they hosted a public event as part of the Portland Metro Live Festival. Open Signal also onboarded six new fellows.

- In March, Open Signal closed indefinitely due to COVID-19. During the closure, Open Signal began to deliver remote production online, managing city council meeting online. Open Signal also shipped production equipment to Producer's homes and later on in the year they opened for producers to use the studio by appointment only.
- Open Signal launched an application that support long-term equipment check out.
- In April, Open Signal began to offer free online classes in collaboration with MetroEast.
- In June, Open Signal completed the program remotely at the correctional facility located in Woodburn OR. They held a really successful online screening and Q&A session, which was featured on the OPB Radio and the Willamette week.
- In August, Open Signal unveiled their online network which now streams their cable channels for the very first time. They also collaborated with PNCA in the making of the bumper stickers.
- In September, Open Signal had their Art Exhibition featuring the work of Laura Medina, one of their fellows. She created an interactive downloadable game.
- In November, Open Signal opened an application for a new project-based media which includes training and production support as a way to provide limited in-person education. This support is meant to be for media makers that identify as BIPOC, disabled, low-income, or English language learners as well as non-profit organizations.
- They created a series of YouTube videos, outlining ways in which they have handled COVID-19.

Successes include:

- Supported Portland Mayoral candidate forums for the Urban League and the Portland African American Leadership forum as well as production for the Albina Vision Trust and the Juneteenth live stream event. Open Signal also worked with the MHCRC to create the film about digital inclusion.
- Open Signal created Our Stories Our Lives, which is a crowd supported emergency fund for black media makers.
- Served as an assistance center for the 2020 Census.
- In June, staff member, KatMeow Garcia received the Jewel Ryan White award for cultural diversity from the Alliance for Community Media.

Challenges include:

- Open Signal's production revenue decreased significantly.
- Open Signal had to cancel their line events due to the pandemic.
- One of their clients filed for bankruptcy.
- They lost major business sponsorships and membership revenue decreased.
- Open Signal received two PPP loans.
- Received emergency fund from the Oregon Cultural Trust, Oregon Cares Fund and Oregon Community Foundation as well as new project-based grants from Metro, Memorial Trust and the Academy of Motion Pictures of Arts and Sciences.
- Open Signal faced 6 layoffs, of which they were able to hire one back.
- Content submission to their cable channel also decreased.

Lastly, Open Signal lost their Executive Director, but are happy with their shared leadership, which feels like a positive change. Open Signal continues to work on strengthening their leadership structure.

Burrell shared one of those YouTube videos. This video features Rebecca Alamo Gonzalez. Link: <https://www.youtube.com/watch?v=U39M6EzsCS4>

Tomi Douglas, Executive Director with MetroEast began by sharing their organization's mission statement – MetroEast uses media to invigorate civic engagement, inspire diverse voices, and strengthen community life. They offer high-quality, low-cost media training to the public, as well as media support to schools, government, and non-profit organizations.

MetroEast kicked off their year with their strategic planning process, to look at what the next 3-5 years would look like. They worked to lessen the digital gap in their community and offer equipment, training, classes, and opportunities to engage with relevant media technology.

MetroEast figured out a way to do remote broadcasting and move all their consumer services online. These services include classes and workshops that had great in-person turn out and proved to be even more successful after moving them online. MetroEast learned that the more they can provide online, the more inclusive they will be. In regard to education, MetroEast was looking forward to their summer program and their partnership with Portland Parks and Recreations but those were cancelled due to COVID-19.

MetroEast was not able to receive a second PPP loan because their losses didn't exceed 25%, however they were able to do raise \$280,000 from various nonprofits in the community during their online telethon fundraiser productions.

Douglas shared MetroEast's strategic framework for the future. Strategic framework for 2021-2025 include the following:

1. Serve the Community
 - a. Listening sessions and feedback loops which will include casual and signature events that create new points of entry.
 - b. Develop a strategic approach to pro bono support of community projects.
 - c. Curate a diverse group of deep and authentic partnership with community organizations, government, and education.
2. Balance the Budget
 - a. Increase contributed income.
 - b. Keep overhead and budget growth in check.
 - c. Consider automation, partnerships, and contractors before adding FTE.
 - d. Prioritize facility and program capital expenses and projects.
3. Enrich East County
 - a. Elevate voices of east county media makers and producers.
 - b. Support local small business internally and in our content.
 - c. Support social justice and antiracism efforts in our community.
 - d. Be a place of gather and community building, a "third place" for community to connect.
4. 2021 Goals
 - a. COVID recovery and full PPP refund.
 - b. Payroll tax credit.
 - c. Complete Scheduling project

- d. Complete Millie – Mobile Unit
- e. Refinance the building and start a studio kitchen project.
- f. Rebuild board and committee with more diversity.
- g. Grow education classes and programs.
- h. Develop an annual repeating signature event for MetroEast
- i. Develop and effective marketing campaign for production department.

MetroEast staff hopes to be the ones to create the Marion Memorial Foundation’s annual year-end video for 2021.

Chair Studenmund appreciated Douglas and Burrell for their presentations and applauded the work of both organizations. Vice Chair Harden appreciated that Douglas is already laying out the groundwork for the East County Foodies.

***R2. Community Technology Grant Cycle - Preliminary Funding Decisions**

Prior to moving forward with reviewing the applications, DeBey reviewed the grants application process. DeBey said that the MHCRC will determine which applications will move forward to complete a full application. Applicants will be notified of their status by February 1st. If applicants are invited to submit a full application, staff will work with applicants to address remaining questions or points of clarification. Completed applications will then be brought back to the Commission for consideration and approval. Staff will continue to work with applicants to ensure that the project narrative is clear and concise and that the budget includes eligible capital costs, which support project goals and outcomes – this means technology related to the production of video content for our Community Media Center partners. Commissioners decide which pre-applications will move forward in the process based on our published eligibility criteria which include our published equity indicators. All eligibility criteria are found in the MHCRC website. Any conflicts of interests should be disclosed during this meeting. There is a \$900,000 dollar in our fiscal year budget allocated for the Community Technology Grants program. An additional amount of dollars was included in our Community Grants contingency line item for this fiscal year in response to the tremendous need the community is facing. Members of the Equity Committee have voiced their support for funding projects in addition to the \$900,000 allocated, assuming the projects meet our published eligibility criteria. If tonight the MHCRC decides to fund projects in addition to the \$900,000, then the commission will need to approve using the funds from the Community Grants contingency at the time of contract approval. Contract approvals will take place at the Spring MHCRC meetings.

Chair Studenmund reported that several applications received 6 votes to move forward.

MOTION: Harden moved to approve to move forward with the applicants that received 6 votes. McIntire seconded.

VOTE: 5-0

Chair Studenmund suggested moving forward the other applications that were scored 5 points. Commissioner McIntire asking if there will be a chance for reconsidering the selections in the future. Chair Studenmund confirmed and explained that there may be applications that withdraw their application.

For the NW Documentary application, the commission agreed that they would like to see a more detail about section on reducing disparities. Commissioners would also like to see more clarity on how they will include the community.

MOTION: Harden moved to approve moving forward with the slate of three grant applicants that got 5 votes. Dennerline seconded.

VOTE: 5-0

Easter Seals organization applied, and the commission asked for clarity on the type of technology they were applying for, which may or may not qualify for the funding. Easter Seals confirmed that the grant ask was largely for individual computer devices for their participants in the program and the contractual line item was for a videographer who would come with their own equipment to film some of the instructional videos. DeBey said those expenses are not eligible for grant funding. Staff recommends that application does not move forward at this time, but staff would still reach out to Easter Seals to discuss their strengths of their project and how they might apply for funding in the future. It's possible that the organization could move forward in the grant process with a much reduced ask and revised project budget.

Rockwood Playhouse, which is East Metro Arts, Community and Culture

Vice Chair Harden and Commissioner Roche scored this application, similarly, noting that their message and target beneficiaries were vague. Commissioner Dennerline moved that application forward. Studenmund suggested moving it forward and work with staff to see if they can move forward. Commissioner McIntire supported moving this application forward and she would like to see more specifics on their target beneficiaries and performance indicators.

MOTION: Dennerline moved to approve moving East Metro Arts, Community and Culture forward to the next round of potential funding. Roche seconded.

VOTE: 5-0

Ecology and Classrooms Outdoors

Chair Studenmund said they have a noble concept of food and POC, growing food as a community. Vice Chair Harden noted they left out speaking about climate change. He added that the organization also left out demographics of the children that they will be serving. Vice Chair Harden also noted the number of children of 150,000 they will be serving exceed the number of children in in all the Multnomah County school districts – will this grant funding benefit people outside of our sphere of influence? He wondered if the organization will be building stories that can be broadcasted and shared or is it looking to build a campus with this grant. Vice Chair Harden also noted the organization had no equity goals.

If moved forward the commissioner would ask the organization to narrow down and define their numbers and clarify personnel costs, which seems high at the moment.

There was a lack of motion to approve moving Ecology and Classrooms Outdoors forward.

Friends of the Children

The application presents a heavy component around video editing and involvement of youth, i.e. 140 iPads to the youth in their programs. The commission would like clarification on how the iPads will be used because that will determine if they are eligible for funding. They have matching funds and grant funds. Their budget is large – their mentors are all paid. Commissioner Dennerline got the impression this grant ask was more to replace technology at the end of their life. Commissioner Roche thinks is a great organization that does great work. DeBey suggested the application needs to be more robust with deliverables. She added that what drives their interest is the youth's interest in video editing and production.

MOTION: Harden moved to approve moving No Matter What Digital Inclusion Education Access for all for Friends of the Children forward to the next round. McIntire seconded.

DISCUSSION: Narrow down demographics and elaborate on how the equipment will be used.

VOTE: 5-0

The Circus Project

Commissioner Dennerline appreciates that they finetuned their application, and he suggests the applicant utilizes existing access centers such as MetroEast and Open Signal. Vice Chair Harden said the applicant now spoke about their mission and that they reached out to 1,800 youth. Commissioner McIntire noted it's not always about making jobs and film, but more about engagement and doing things that will build confidence in youth. She added that the same goes with handing out laptops – if they are learning the technology its value added to the future of their lives.

MOTION: Dennerline moved to approve moving forward with The Circus Project to the next round of funding. Harden seconded.

DISCUSSION: Vice Chair Harden mentioned that Commissioner McIntire is right about the confidence. Douglas appreciated all the hard work the grants program has been doing. Chair Studenmund asked about the impact evaluation to which DeBey responded that one of the design questions include what change has been generated in the community that can be measured.

VOTE: 5-0

*R3. MHCRC Planning Retreat Goals

Perez said that the annual retreat is coming up and the staff has decided to work with Martha Pellegrino, Brava Point LLC. Pellegrino has reached out to staff and commissioners and from the conversations she has already had, she put together the following proposed goals:

- Deepen relationships on the Commission and with staff
- Set the vision and programmatic direction for the Commission in 2021
- Finalize the budget for 2021-2022
- Deepen the Commission's commitment to equity in operations and programming
- Have fun!

Studenmund asked about the work depth around the budget to which Perez clarified it was high level budget. The commissioner will be looking at priorities for the following year.

Vice Chair Harden said he has a Wood Village session on the February 27th, which will make it challenging for him that day. Perez suggested that the retreat can also take place in one weekend on Saturday and Sunday. There was consensus in the commission to hold the retreat on consecutive dates and Sundays can be included in the options.

Perez and Diaz Calvo will work on a doodle poll.

MOTION: Dennerline moved to approve the proposed goals for the MHCRC Planning Retreat. Roche seconded.

VOTE: 5-0

- Staff Updates: Perez mentioned that the Office for Community Technology got reassigned to Commissioner Rubio, who is a champion for digital equity. Perez noted that Martha Pellegrino, the facilitator for the retreat, is still available for check ins, and she encouraged commissioners to meet and discuss.
- Newsletter Review
- Other
- Committee Reports
 - Open Signal Board Appointee: nothing to report.
 - MetroEast Board Appointee: nothing to report.
- New Business; Commissioner Open Comment: Vice Chair Harden was hopeful about Wood Village joining the school's capstone, but they were declined. Omelchuck suggested to move the March MHCRC meeting back a week. There was general consensus among the commission to move the meeting to the last week in March.
- Meeting Schedule:
 - February - tentative retreat
 - March 29 - Remotely

April – Recess
May 17 – Remotely
June 21 – Remotely

- Franchisee Activity Report
 - Zply – not present.
 - Comcast – Tim Goodman, Government Affairs with Comcast. Internet Essentials Program continues to grow and will be upgraded soon. Comcast is investing in the Film Festival. Looking forward to working with OCT staff on the renewal. Regarding Lift Zones installations – Comcast is looking at East County, but Goodman will confirm at the next MHCRC meeting. Commissioner McIntire asked how many people are utilizing the Lift Zones in the community centers. Goodman will have that information at the next MHCRC meeting.
- Public Comment: none.
- Adjourn: 8:18 pm

Respectfully submitted by:
Cinthia Diaz Calvo, Administrative Specialist

MT. HOOD CABLE REGULATORY COMMISSION
Remotely via phone or computer, Portland OR
February 20, 2021, Planning Retreat Minutes – DRAFT

SUMMARY MINUTES

Call to Order: 12:00 PM

Attendees:

Commissioners Present: Carol Studenmund (Chair), Scott Harden (Vice Chair), Jeff Dennerline, Norm Thomas, Jacquenette McIntire, Kory Murphy, Richard Roche

Staff Present: Elisabeth Perez, Michael Wong, Bea Coulter, Rana DeBey, Cinthia Diaz Calvo

Other: Martha Pellegrino, Facilitator

Retreat Goals

- Deepen relationships on the Commission and with staff
- Set the vision and programmatic direction for the Commission in 2021
- Finalize the budget for 2021-2022
- Deepen the Commission's commitment to equity in operations and programming
- Have fun!

Director's Report

Perez presented the MHCRC Mission Statement:

"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; monitors and helps resolve cable subscribers' concerns in these jurisdictions; and participates in the planning and implementation of community use of cable communications technologies which make use of the public right of way"

The summary of discussion around the mission statement on the goals include the importance of the Commission and the ability to communicate the mission and successes to the communities served. Furthermore, advocating for public interest and ensuring that cities get value for use of public right-of-way is important to the Commission.

It was suggested that all MHCRC documents begin to shift away from citizen to resident. Not all cable subscribers are citizens.

I-Net Updates

Summary of discussion includes that more and more entities, including City of Portland, are switching to dark fiber Comcast no longer meets the needs of the partners and schools have already moved away from I-Net. Staff anticipate that Comcast will want to reduce the PEG fees to 2%. Staff is working with consultants to calculate increased needs for CMCs and grants in next 10 years.

Regarding communication with jurisdictions, there is a need to establish regular channels of communication to achieve more understanding, more interest and buy-in from jurisdictions.

In regard to continuing local authority regarding cable franchises and the use of the public right-of-way by communication providers, there was consensus that the MHCRC's scope of work is very limited and it does not allow for regulation at any other part of franchising beyond cable.

Bureau Placement Update

Perez reported the Office for Community Technology is now lead by Commissioner Rubio, by whom OCT has full support. Perez will continue to meet with the Commissioner twice a month to discuss and finalize OCT's placement.

The commission's input on staff services evaluation include the need to review and update the evaluation document based on the existing staff service agreement. The commission considers staff involvement would be useful in the creation of this new document. It was noted by Commissioner Thomas that the reduction of the legal counsel may mean a reduction of what the MHCRC is paying for staff services.

Discussion Questions

There was consensus to move the goals discussion to next week. Commissioners will think about what they want to see and things that need to be changed in the coming year.

Policy & Industry Report

Coulter reported that the House is reconsidering numerous FCC Orders that reinterpreted the Telecommunications Act and are preparing a budget reconciliation bill. We're still facing the same challenges that we were facing before the change in administration. There is a stronger need now to continue to be involved in an advocacy way to ensure that policies are not being made that continue to harm our communities. The oral arguments for the 621-order appeal have been scheduled for April.

Coulter provided an overview that include the following takeaways:

- Cable franchise fees and subscribers continue to decline.
- Technology and delivery networks continue to evolve.
- Policy and legislation don't keep up with changes.
- More municipalities are collaborating around broadband and wireless technologies.
- New technologies are coming online that don't currently apply to existing legislation or regulation.
- We are in an environment where change needs to happen at a policy and legislation level.
- The commission needs to consider what is the original intent of the MHCRC and is it in alignment with what the current member jurisdictions prioritize.

Coulter presented the following questions to the commission: Do we know what our jurisdictions need us to be doing and do they have the vested interest in what we are doing? Do they know what could be possible and what we could be doing? Looking at the IGA, is there value in maintaining the commission under the existing IGA or does the IGA need to change to become more effective in supporting the changing needs of our jurisdictions?

Summary of Commissioner discussion:

- This issue is primarily about gain and revenue



- There is a need to continue to protect public, so everyone gets access, there is certainly a public interest issue.
- There is a need to reconsider if the frame of the conversation to extend beyond cable. Or the commission could reconsider the definitions and take on a more active role on changing those definitions.
- What we need to focus on is access to content. (not only video, wires, antenna, that continues to change)
- Content would not be taxed, but they would be tax on the delivery of the content.
- Historically, it's been around the technology that delivers content, but all providers have mixed delivery methods now. What is it that they are benefitting from when they come into those communities and how can we realize revenue from that?
- There is language in IGA that supports looking more broadly at content, streaming. The IGA seems to have anticipating changes in future technology. Wood village would like the MHCRC to do this.
- Gresham jurisdiction supports looking more broadly at content and streaming. If the commission decides that this is something to bring back to jurisdictions and embrace the change to bring in more revenue.
- There is concern that Comcast will try to circumnavigate the MHCRC and go straight to jurisdictions.
- We have to decide which one we want to deal with because both take different approaches. (content and delivery)
- There is a need to look at the atmosphere and thinking more broadly.
- Comcast is its own competitive. Comcast cable vs xfinity.
- The commission has two incredible inputs to leverage (CMCs). There's a way to create a communications strategy to tell the story of the why the MHCRC exist. It was suggested to use a communications campaign to raise public awareness about future of community technology.
- Another great asset is the community needs ascertainment study, but it also needs to be improved. There is a need for more information to feed what the next iteration will look like.

Commissioner Harden wanted to end this retreat differently. Instead of the commission presenting their wishes to staff, the commission can say "we want to govern broadband", and then staff can come back to the commission with a list of steps necessary to do these things in our jurisdictions. He said the commission needs to deal with the information they have right now and making decisions. There was general consensus in the commission to pursue continue the conversation and pursue options.

Adjourn: 5:00 PM

MT. HOOD CABLE REGULATORY COMMISSION
Remotely via phone or computer, Portland OR
February 28, 2021, Planning Retreat Minutes – Draft

SUMMARY MINUTES

Call to Order: 12:00 PM

Attendees:

Commissioners Present: Carol Studenmund (Chair), Scott Harden (Vice Chair), Jeff Dennerline, Norm Thomas, Jacquenette McIntire, Kory Murphy, Richard Roche

Staff Present: Elisabeth Perez, Michael Wong, Bea Coulter, Rana DeBey, Cinthia Diaz Calvo

Other: Martha Pellegrino, Facilitator

Retreat Introduction Questions:

Staff presented the following questions to all attendees:

- Name a recent MHCRC grant that you are proud of
- What is the most important “why” of the MHCRC?

Key takeaways of MHCRC grants we are proud of:

- Black Filmmaker Fellowship grant - incredible to see all the work that had been done, monitors at Fairview City Hall.
- Reynolds School District; PRE data shows grant was successful at impacting graduation rates.
- All the grants are great; money without strategy just focused on “disadvantaged” end of day still the same.
- Last round in 2020 – most proud of – navigating unexpected circumstances and are still moving forward on projects; forming partnerships.
- Centennial and Reynolds grants; this year was a really good selection process; various communities – need something a little different based on communication needs.
- Outside the Frame, teachers expressing their appreciation – grants impact in general
- TechSmart technology integration; in the last year this has been very helpful to schools

Key takeaways of what is the most important “why” of the MHCRC:

- To provide for and protect independent, non-commercial media - particularly as private media consolidation continues.
- Protecting public rights involved with delivery of cable and digital content.
- Grants – hitting the mark.
- Ensuring we are defining who the public is and who the programs are serving.
- Education; TechSmart and providing funds for technology that schools can’t afford.
- Protecting the customer; define who the customer is, and does the MHCRC see the internet as part of the scope of regulation
- Fair franchise that contributes funds back to communities to help people build their capabilities

- Protect rights and best interests of our community to continue to build community

Finance Report

Wong presented the following expense report which includes FY 2018-19 and FY 2019-20.

	FY 2018 – 2019	FY 2019 - 2020
Admin & Regulation	\$350,332	\$352,164
Capital Compliance	\$355,971	\$582,432
Community Grants	\$2,692,270	\$4,444,185
Community Media Capital	\$1,841,314	\$1,508,259
Community Technology	-	(\$136,028)
East County Franchise	\$1,644,478	\$1,587,597
I-Net Capital	\$568,179	\$838,278
Mult West Franchise	\$106,701	\$91,773
Total	\$7,559,245	\$9,268,660

Wong explained that the purpose for presenting the FY 2018-2020 expenses was for heightened transparency. He walked through previous expenditures by programs and made reference to performance benefits.

*Descriptions below will not equal to the total exact amounts as shown on the table above, summary of costs are approximated for presentations.

Admin & Regulation:

- FY 2018-2019: \$223K personnel costs; \$71K legal costs; \$17K Columbia Square rent.
- FY 2019-2020: \$206K personnel costs; \$39K legal costs; \$21K administrative costs (outside departments); \$17K Columbia Square rent.

Capital Compliance:

- FY 2018-2019: \$193K personnel costs; \$76K Pacific Research & Evaluation's evaluation of TechSmart Initiative; \$33K administrative (outside departments)
- \$13K legal costs; \$6K Grants Management System (GMS) licensing & maintenance.
- FY 2019-2020: \$257K personnel costs <includes backfill of previous vacancies/increased allocation from Capital Compliance>; \$79K Pacific Research & Evaluation's evaluation of TechSmart Initiative; \$35K administrative costs (outside departments) Offset By: JE for accrual of \$136K in Community Technology.

Community Grants:

- FY 2018-2019: \$839K Portland Public Schools 3rd Grade Literacy project; \$662K David Douglas School District Learn Zillion software; \$159K Centennial School Project TechSmart
- \$152K Big Up TV show designed to teach basic principles of community building to K-5 grades; \$150K Gresham-Barlow School District K-3 grade Technology Integration.
- \$137K Black Filmmaker Fellowship; \$130K Open Signal media arts center; \$129K Make Think Code technology access.



- FY 2019-2020: \$2.6M Portland Public Schools 3rd Grade Literacy project; \$1.0M Reynolds Middle School Technology Upgrades; \$302K Gresham-Barlow School District K-3 grade.
- Technology Integration; \$207K David Douglas School District LearnZillion software; \$166K Centennial School Project TechSmart; \$64K NW Alliance for Alternative Media & Education.

Community Media Capital:

- FY 2018-2019: \$1.8M MetroEast Community Media <includes \$300k in JE corrections that carried over from FY2017-2018, due to timing of accounting close>
- FY 2019-2020: \$1.5M MetroEast Community Media.

Coulter asked if the FY 2019-2020 community media capital reflect the use of the interest, to which Wong said yes.

Community Technology:

- FY 2019-2020: JE for accrual of \$136K for MetroEast Community Media <refer to offset in Admin & Regulation>

East County Franchise:

- FY 2018-2019: \$1.64M Franchise Fees <consists of: Troutdale, Fairview, Multnomah, Wood Village, West County, Gresham>
- FY 2019-2020: \$1.58M Franchise Fees <consists of: Troutdale, Fairview, Multnomah, Wood Village, West County, Gresham>

I-Net Capital:

- FY 2018-2019: \$446K I-Net core electronic upgrades; \$97K Multnomah Education Service.
- FY 2019-2020: \$838K I-Net core electronic upgrades/purchases.

Commissioner Dennerline asked if I-Net was used to buy I-Net, if we are buying bandwidth why are buying hardware? Coulter said that BTS manages the I-Net services for all the I-Net participants, so they have a separate agreement with Comcast for the bandwidth service. The technology for both is paid out of these funds.

Mult West Franchise Fee:

- FY 2018-2019: \$107K
- FY 2018-2019: \$91K

Summary of Discussion:

- There was consensus in the commission to review financials more often. Quarterly was a suggested frequency.
- Some of the titles can be confusing and the commission would like more clarity.
- It would be nice to have a presentation of the bigger picture. A 5-year history would be useful.
- Reports for FY 2017-18 are not available yet in SAP given the transition of OCT becoming its own bureau in 2019. It takes time to extract the data that is currently meshed with another bureau. Wong is working to get this report ready.



Jurisdiction Reports

- Wood Village: Council had their annual strategy meeting in which they discussed wireless. Their annual performance plan will include wireless and construction at City Hall has begun. There will be free wireless through the benches throughout. Council may accept Comcast offer regarding Lift Zones, but they want to ensure it is a genuine offer that will be sustained or if it is a temporary support they are offering due to COVID-19.
- Fairview: The community and council still believe that 5G causes cancer and there seems to be little interest in pursuing wireless.
- Multnomah County: There are issues with staff being moved around. No one shares anything with commissioner Studenmund.
- Gresham: Council is gaining community input on how to spend the very little funding they have. There is a 15-million-dollar deficit. There is new staff and new council members and there is opportunity to provide information and education about the MHCRC and get more involvement.
- Troutdale: There is a new mayor and a new council member. There is opportunity to provide information and education about the MHCRC and get more involvement.
- Portland: There is enthusiasm for having the opportunity to work with Commissioner Rubio.
- Multnomah County: Provided an observation that all commissioners seem to be talking about broadband in this particular report when the focus of the MHCRC is cable. Multnomah County has paused broadband county-wide efforts but is still looking forward on corporate broadband. Multnomah County needs to upgrade their communications infrastructure. There is a rumor that the MHCRC is ending and there needs to be clarity around this within the commission.

MHCRC Community Grants Program Report

Community Grants Program

DeBey explained the rules governing the PEG fees from the franchise agreement and also went over the MHCRC IGA and resolutions. Sections of the IGA include 9.D.1, 9.E.1, 9.E.2, 9.E.3, 9.E.4. Resolutions section included eligibility for grant funding and evaluation criteria.

DeBey shared the criteria that grant funding decisions are based on the rules identified. These criteria are incorporated into current MHCRC grant eligibility requirements, and the grant review documents.

It was noted that the MHCRC amended their current project with an extension for all current grants will wrap-up by December 2022. It was also mentioned that since TechSmart is a good sign of equity and the numbers are a good sign they work; the Equity & Inclusion Committee should consider continuing the program as long as there is long-term value.

Chair Studenmund would like to confirm how many schools received this grant since she remembers when the Portland Tech Grant was set up, all the money was limited to title 1 schools, and parents came in with disagreements on why particular schools received the grants vs others. She believes this was due to the initiative agreement for title 1 schools only and she would like to more information about that.

- Community Technology Grants
 - Projects must produce video content to be shared on the CMCs in order to meet project-related goals and objectives.
 - Grants to nonprofits, educators, libraries, and local governments.
 - 179 grants were given out in the competitive grant round from 1999 – 2020.
 - Total grant awards amounted to \$18,397,369.07, which impacted the community in the following ways:
 - Reducing disparities for underserved communities: 41%
 - Improving Service Delivery: 41%
 - Improving Community Involvement: 12%
 - Cost Reduction: 6%
 - The average grant size being \$75,379 and the median grant size being \$50,856.
- Community Technology Grants Program Statistics: 2016 – 2020
 - 37 grants were given out in the competitive grant rounds amounting to \$2,939,028.30 in total grants awarded.
 - Public benefit areas addressed:
 - Reducing disparities for underserved communities: 76%
 - Improving Service Delivery: 11%
 - Improving Community Involvement: 11%
 - Cost Reduction: 2%
 - Cultural shift and greater awareness happening in our communities and within the MHCRC’s work.
 - Grant awards made have shifted considerably toward “Reducing Disparities”.

Commissioner Thomas would like a breakdown of grants by jurisdictions. When talking with the smaller jurisdictions, he said this could be something that to bring up to ensure the MHCRC is spreading the grants fairly.

Vice Chair Harden mentioned that showing that the resources are not just spent in Portland is a good way to show the need for this Committee.

Grantmaking: Short-term Projections

DeBey shared the short-term grant projections. Overall revenues will continue to decline as it has for the past couple of years. If fee revenues dropped to 2% in next franchise, the MHCRC would still have enough to fully fund the compliance budget through FY 2023-24 with a remaining balance \$338,935 to get us through to December 2024.

- Power-building Strategies in Grantmaking
 - Steps forward this year include:
 - BLM statement published.
 - Updated definitions of reducing disparities to be more inclusive.
 - Included monitoring of ‘equity indicators’ in grant cycle review process.



- Clarify and demystify the grant review process through increased transparency.
- Increased outreach to community-based organizations (CBOs).
- Streamlined pre-application questions and process in order to reduce barriers to funding.
- Shifted some burden of application to staff.
- Established feedback process from grantees and MHCRC to promote continuous improvement.

DeBey's recommends the MHCRC supports centering future grantmaking efforts using a racial justice lens. Staff will work with the Equity Committee to identify ways forward that operationalize this work for presentation to the whole Commission. In practice, this might look like video content produced by our communities and shared with our communities via Community Media Centers.

This focus can play a role in:

- Broadening or deepening an active base of constituents who support racial justice efforts.
 - Increasing power, representation, and agency among historically marginalized communities by increasing participation in civic institutions and causes.
 - Creating and growing alliances.
 - Growing knowledge of root causes of systemic racism/discrimination among constituents, policymakers, and/or public.
 - Shifting media coverage of an issue or a community: lift voices of those impacted.
 - Growing ability for CBOs to raise money from diversified sources (virtual fundraisers).
 - Additional support to CMCs to support their work related to power-building and sharing.
- Operationalizing Power-building: Out-of-Cycle Grantmaking
MHCRC has, for many years, included a 'special grant funding' request on MHCRC website. The proposed grant request meets the existing Community Technology Grant funding eligibility requirements and evaluation criteria. The proposed grant request and related availability of other funding is also time-sensitive and cannot be submitted with the regular cycle. Applicants would submit a project narrative and line-item budget with statement of matching funds. The MHCRC has not done more than a handful of these in past and at the moment, there is no targeted outreach being performed.

DeBey's recommendation is that lean into this opportunity to meet the needs of our communities. This idea incorporates intentional 'Responsive Grantmaking.' Responsive grantmaking is being open to receiving proposals and ideas from any nonprofit. This type of grantmaking would further increase the MHCRC's equity-driven practices by allowing the Commission to respond to needs as they arise. DeBey proposes revising the current published process and criteria, incorporate intentional outreach and publicity around this opportunity. DeBey suggested convening the Equity Committee in the next month or two to create an updated process for this type of grantmaking, and officially launch the program in the next few months.

Questions & Answer



- What would this involve? Revisiting materials needed to be submitted by applicants, eligibility criteria (within our scope), and budget considerations. Community Grants Contingency funds could be used as available for out-of-cycle grants. Funds not granted out through the Community Technology Grants cycle could be used for out-of-cycle grants or the MHCRC could set a certain amount for grants out-of-cycle each year.
- What happens to grants that come in that are not awarded? Is there a follow-up or development process for them? DeBey would reach out and walk applicant through what went wrong and would show them how to complete the application for future grants.
- There was general consensus to move forward with revising and publicizing the out-of-cycle grantmaking program.
- In the next year, staff will work with the Equity Committee in a strategic planning process to decide the direction of the MHCRC Community Grants Program moving forward. Is this something you support? There was agreement from everyone except for Commissioner Thomas. He would like some time to think about this.

Goals and Objectives

Group 1: Franchise Management & Compliance

Proposed Goals/Objectives:

- All previous goals seemed to be good objectives.
- I-Net goals can stay the same.

Group 2: MHCRC Community Grants

Proposed Goals/Objectives:

- Continue to expand the outreach for Community Grants.
- Use the Community Grants evaluation to inform and follow through on improvements to meet community needs and expand equity goals.
- They could be synthesized into fewer goals. Three goals are related to essentially monitoring and managing grantmaking programs.
- Commissioners like the goals that were proposed.
- Use the Community Grants Impact Evaluation to inform and follow through on improvements to meet community needs and expand equity goals.
- Engage community media centers on updates to their annual grant contract to focus on priority areas.
- Engage community media centers on updates to reporting requirements to simplify the process and ensure essential information is transmitted efficiently.
- Commissioners liked the idea of putting out some information to promote the work of the MHCRC, commercials about our work.

Group 3: Advocacy and Legal

Proposed Goals/Objectives:

- Expand what the MHCRC governs. In addition to cable, the MHCRC could be in charge of broadband delivery and over-the-top services and cell towers/cell service.



- Expand income sources to close the gap - charging PGE, NW Natural and information delivery more.
- Outreach to non-profit that share the same goals or benefit from the same advocacy. Partner with organizations and identify groups that the MHCRC should be spending their grand dollars on to amplify their work and voices.
- Create a second newsletter to send to executive directors, local non-profits, and board members about the advocacy work.
- Add staff capacity to have focused time on the extra work we want to do in the future – potentially a fellow from Hatfield.

Adjourn: 5:00 PM

Respectfully submitted by:
Cinthia Diaz Calvo, Administrative Specialist

COVER SHEET -- AGENDA ITEM #R1

For MHCRC Meeting: March 29, 2021

“MHCRC Fund Financial Review-Moss Adams Report” (No action needed)

STAFF REPORT

At the upcoming meeting, Moss Adams will present a report on its review of the MHCRC Fund obligations and related practices, policies, and processes. Also included in the report is a “management response”, which outlines staff’s intended plan responsive to each of the reports’ recommendations.

The MHCRC staff asks that the Commission review the report recommendations and management response and provide input on any additional direction for staff.

BACKGROUND

In December 2020, the Commission approved a consultant contract with Moss Adams LLC, in an amount not to exceed \$20,000, to provide a review and recommendations related to the MHCRC Fund obligations, policies, and practices, which included the following project scope of work (approved by the Commission at its October 2020 meeting):

1. Meetings with OCT/MHCRC staff and City financial staff to better understand project scope, materials and current practices.
2. Documents and records review and analysis may include:
 - Relevant MHCRC or City financial policies applicable to Fund balance, interest earnings, obligations, revenue or Fund balance
 - The MHCRC Fund FY2019-20 Financial Statements and Audit and audit records
 - The MHCRC year-end reports (unaudited) and related documents
3. A draft written report containing the consultant’s financial review and analysis of the MHCRC Fund records and policies. The report shall include, but is not limited to:
 - Activities that MHCRC or City financial policies require tracked and reported in Fund balance, activities that are currently tracked and/or reported in Fund balance, and recommendations for activity that MHCRC may consider tracked and reported in annual budget and monitoring processes.
 - Recommended updates and changes to Fund policies or areas where a new financial policy may be needed or can simplify processes.
 - Recommended updates and changes to systems and processes moving forward, in regard to Fund tracking, budgeting and reporting, including Fund balance obligations.

- Notations for the source policy, decision or agreement requiring the change distinguished from changes not explicitly required but would conform to past practice.
 - Amounts contained within the audited FY2019-20 Ending Fund Balance attributable to unspent interest revenues, unspent or unobligated PEG/I-Net fees (delineated by compliance program operations and grant funds), unspent or unobligated Jurisdictions' budget appropriations, and any other sources as identified.
4. Meeting with the MHCRC Finance Committee to present the draft report and receive input and answer questions from Committee members.
 5. A final report, revised with information responsive to the Finance Committee review and input. All reports should be ADA accessible.
 6. A presentation to the MHCRC of the final report and recommendations.

The MHCRC Finance Committee reviewed and provided input on the draft report at its March 3 meeting. Moss Adams considered the Committee members' input in drafting the final report.

The MHCRC Fund financial review project is timely with the recent hire of a full-time financial manager for the Office for Community Technology and the pending departure of a long-time program manager. For a successful transition of duties and management, clear documentation and guiding documents are critical to ensure that incoming staff has explicit direction on the necessary tasks, reporting requirements, and obligations of the Fund. The review report and recommendations will also inform MHCRC and staff leadership in its budgeting and strategic planning going forward.

ATTACHMENT: Moss Adams MHCRC Fund Financial Review report

Prepared By: Michael Wong
Julie S. Omelchuck
March 22, 2021



FINAL REPORT

Mt. Hood Cable Regulatory Commission

MHCRC FUND FINANCIAL REVIEW

March 24, 2021

Moss Adams LLP
805 SW Broadway, Suite 1200
Portland, OR 97205



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I. EXECUTIVE SUMMARY

Thank you for the opportunity to work with the Mt. Hood Cable Regulatory Commission (the “Commission” or “MHCRC”). We hope you find our report informational and insightful. As stated within the statement of work section of the Contract for Services for MHCRC Fund Financial Review (Contract Number 30007615), effective December 22, 2020, you requested Moss Adams to review the financial policies and practices related to the MHCRC Fund. The financial policies and procedures review focused on assessing current Fund policies and procedures as well as comprehensive management, tracking and reporting requirements for the MHCRC. The primary objectives of this engagement as noted in the Statement of Work were as follows:

- Develop recommendations for changes in MHCRC policies or areas where a new financial policy may be needed or can simplify processes
- Develop recommendations for updates to systems, processes or practices moving forward, for MHCRC tracking, budgeting and reporting
- Analyze and report the existing fund balance amount contained in the audited financial statements as of June 30, 2020, including amounts attributable to unspent interest revenues, unspent or unobligated PEG / I-Net fees (delineated by compliance program operations and grant funds), unspent or unobligated Jurisdiction’s budget appropriations, and any other sources as identified.

This engagement was completed under the consulting standards of the American Institute of Certified Public Accountants (AICPA). As such, this work was not an audit of policies and procedures that resulted in a formal opinion or other form of assurance. Moss Adams evaluated the MHCRC’s financial policies and practices for purposes of analyzing the appropriateness and adequacy of those policies and procedures and for making recommendations. Specific areas where policies and procedures were evaluated included:

- *Fund Balance Tracking*: Requirements and mechanisms for tracking fund balance by specific categories / sources.
- *Budgeting*: Development and adoption of the budget to meet legal requirements, principles that guide budgetary decision making, and ongoing monitoring of budget to actuals.
- *Procurement*: Policies to ensure efficient, effective and fair public procurement, and to ensure compliance with State of Oregon procurement statutes.
- *Cash Receipting and Recording*: Deposits received by City of Portland Treasury, and the recording of cash receipts in the general ledger by the Revenue Division.
- *Grants*: Financial tracking and recording of the grants process, including recording of reimbursements and advances.
- *Accounting and Financial Reporting*: Procedures, responsibilities and timeframes for MHCRC journal entries, reconciliations and preparation and review of financial reports.

The MHCRC has procedures and documentation in place for many of the financial functions outlined above. Some examples of commendable attributes we noted in this area include:

- Key personnel with significant knowledge and history related to the underlying requirements of the Cable Franchise Agreements, MHCRC Intergovernmental Agreement, Administrative Support Services Agreement with the City of Portland, and the applicable Oregon Revised Statutes. We



do acknowledge that MHCRC will be experiencing certain key personnel transitions in the near future, so we have focused our recommendations on actions that can be taken to help with preservation and transfer of this deep institutional knowledge.

- Efficient leveraging of established City of Portland policies, such as procurement policies, when appropriate and allowed under the Administrative Services Agreement.
- Set tracking mechanisms for specific components of fund Balance, such as the compliance program, to meet legal and contractual requirements.
- Procedures in place for ongoing budget monitoring to control spending, evaluate the need for budget amendments, and avoid potential budget violations.

Similar to most governmental organizations, we believe there is an opportunity to strengthen policies, procedures, systems, and controls. During our evaluation, one of the main observations we noted was that current financial policies may be hard to discern from other documents, as they are not always explicitly titled “policy” and might be embedded within a variety of documents such as Cable Franchise Agreements, Intergovernmental Agreements, Administrative Services Agreements, City of Portland Policies, Grants Compliance Handbooks, and internal memos. With the requirements and policies governing MHCRC being embedded into these various documents, newer personnel may encounter challenges during the onboarding process with quickly and efficiently understanding the key compliance and other requirements that are crucial to the MHCRC, or where to find them. Our primary conclusion from this assessment is the MHCRC has an opportunity to improve the overall clarity of the various legal and contractual requirements it is subject to by summarizing and codifying these requirements and existing policies into one succinct policy document. Suggested priorities to address over the next 6 to 12 months include:

- Create a financial practices summary that lists out the financial cycles above (i.e., budgeting, fund balance, procurement, grants, etc.) and notates the source document, and section of that source document, that includes the legal or contractual requirements, and procedures governing the financial cycle. For example, this might include referencing to specific City of Portland policies (procurement or accounting and financial reporting), specific sections of the Cable Franchise Agreement (fund balance / restrictions), or the Grants Compliance Handbook (grants). The financial policy summary should be available to all stakeholders. See recommendation #1 on the following pages related to this item.
- Adopt MHCRC-specific policies that delineate from City of Portland policies when appropriate, such as with certain contracts as discussed in our recommendations section.
- Implement written procedures to reconcile fund balance per the audited financial statements to the various internal fund balance tracking spreadsheets utilized by management. This reconciliation should be completed annually to ensure tracking is accurate and reconciles back to the information in the general ledger. See recommendation #4 on the following pages related to this item.



II. SCOPE AND METHODOLOGY

The scope of our review included a high-level evaluation of key financial policies and procedures throughout MHCRC to determine the general adequacy of those procedures in addressing legal or contractual requirements. This also included assessing whether the policies and procedures are documented and summarized in a clear manner that provides for efficient onboarding of new personnel. The objective of this engagement was to identify recommendations to improve processes, procedures and documentation in these areas.

To gain an understanding of the policies and procedures currently in place within various departments across the MHCRC and the City of Portland, we performed interviews with personnel who are involved in a variety of financial functions. Personnel from the Office of Community Technology and the Revenue Division were included in the interviews, spanning the following financial cycles:

- Fund Balance
- Budget Development
- Cash Receipting and Recording
- Accounting
- Procurement
- Budget Monitoring
- Grants – Financial Tracking and Recording
- Financial Reporting

The procedures performed during our review to assess the MHCRC's policies and procedures included the following:

- Obtain and review relevant documents and records including:
 - Policies, agreements, handbooks or internal memos related to fund balance and other financial cycles.
 - Audited financial statements as of and for the year ended June 30, 2020
 - Various spreadsheets used to track components of fund balance, monitor budgets or track cash receipts and disbursements
- Identify components of fund balance that are required to be tracked separately and determine whether those items are currently being tracked accordingly.
- Interview personnel involved with relevant financial functions of the MHCRC to better understand the current policies, procedures, and documentation underlying those functions. Identify challenges, opportunities for improvement, and areas where new policies or updated policies or procedures would benefit the Fund.
- Provide recommendations related to changes in MHCRC policies or areas where new policies may be needed
- Provide recommendations for updates to systems, processes, or practices for MHCRC tracking, budgeting and reporting.
- Report the various components of the existing fund balance amount contained in the audited financial statements as of June 30, 2020, including amounts attributable to unspent interest revenues, unspent or unobligated PEG / I-Net fees, unspent or unobligated Jurisdiction's appropriations, and any other sources as identified.



In support of the financial policies and procedures review, the matrix provided in Section III provides results by:

- Objective
- Observation
- Recommendation
- Management response

In addition, at the bottom of Section III we have included a reconciliation of the fund balance per the audited financial statements as of June 30, 2020, to the various components of fund balance tracked internally by MHCRC personnel. This portion of Section III is requested by the MHCRC within section 2.7 of the Statement of Work for Contract Number 30007615.

Due to the COVID-19 pandemic, which was occurring at the time of the review, our review was completed remotely during January and February 2021. Documentation was provided electronically where possible and interviews were conducted using a virtual platform such as Microsoft Teams. Performing our procedures remotely did not impact our ability to carry out the tasks outlined in the Statement of Work.



III. MHCRC FUND FINANCIAL REVIEW RESULTS

One of the objectives of our assessment was to determine areas where new policies or practices are needed that don't currently exist, areas where MHCRC specific policies may be appropriate in place of City of Portland policies, and areas where practices may need to be implemented to address contractual or legal requirements. During the course of our evaluation of current policies and practices, we noted that the MHCRC has an established system of financial practices that are supported by various City of Portland policies, Intergovernmental Agreements, Administrative Service Agreements, Franchise Agreements, as well as MHCRC internal memos and other documentation. However, we noted that a financial practice summary would be the most effective way to pull together and document all of the various financial practices in the applicable business cycles in one source. As a result, our primary recommendation below, recommendation #1, is focused on creating a financial practices summary document. We believe this will assist the MHCRC in personnel transitions and overall documentation and understanding of the established financial practices. In terms of new policies, our only recommendation is recommendation #2 below with respect to certain procurement activity. We did not note additional recommendations for areas where MHCRC would need additional policies and procedures in place.

	Objective	Observation	Recommendation	Management Response
A. Recommendations for Changes to MHCRC Policies				
1	Policies and procedures are an essential part of an organization as they provide a roadmap for day-to-day operations, streamline processes, and guide decision-making. They also ensure compliance with applicable legal and contractual requirements. Policies should be clear, concise and available to all stakeholders.	The Fund's financial practices are driven by a variety of documents, such as internal memos, Admin Services Agreements, Cable Franchise Agreements, the MHCRC Intergovernmental Agreement, Grant Handbooks and City of Portland policies. As a result, it can be difficult to discern what is embedded in each document and how that impacts various financial tasks, making onboarding of new personnel more difficult.	Creating a financial policy summary document would be an effective way to codify all the various requirements, policies and procedures into one document that can be made available to any stakeholders impacted. The purpose of this summary would be to list out all relevant financial cycles and then reference out to the underlying source document and, where appropriate, the section of the source document that governs the financial cycle. For example, for the procurement cycle the financial policy summary might reference out to the City of Portland's most recent procurement policy and how to access the policy. For fund balance, the summary might reference to specific sections of the Cable Franchise Agreements that discuss requirements for tracking funds related to the compliance program. This document could also include process flow documentation for certain areas like the advances to clearly demonstrate the flow of information, personnel responsible, and key reconciliations and internal	Finance Manager will create a financial policy summary document, in collaboration with MHCRC staff/city financial resources, to include or reference financial policies, requirements, and processes. The Finance Manager and staff plans to complete this document by 9/30/2021.



	Objective	Observation	Recommendation	Management Response
			<p>control procedures included. We are aware that MHCRC already does use a “work plan” document that establishes various financial tasks to be completed throughout the year, however, we are recommending a document that brings together not only the tasks, but the underlying reason for completing those tasks, such as specific legal or contractual requirements as included in Franchise Agreements or other contracts in place.</p>	
2	<p>Procurement policies are established to encourage efficient, effective and fair public procurement.</p>	<p>Currently the MHCRC follows the City of Portland’s procurement policy, which is designed to ensure the MHCRC is in compliance with State of Oregon procurement Statutes. In addition, past MHCRC practice has been that each contract goes to the Commission for approval, which can inhibit the ability for an efficient procurement process in the case of smaller procurements.</p>	<p>Under State of Oregon procurement Statutes, a small procurement is defined as a procurement of products or services valued at \$10,000 or less. With a small procurement, State Statutes do not require the use of a competitive process so the organization is able to award a small procurement contract using any manner deemed practical. Within the City of Portland’s procurement policies, Directors are able to approve small procurements under \$10,000 without having to obtain approval from City Council or a higher level of management. To improve efficiencies, we recommend that MHCRC adopt a specific policy that would allow for the Director of the Office for Community Technology (“OCT”) to approve small, administrative-type procurements (i.e. web services, annual retreat facilitation, etc.), when those procurements are running through OCT’s budget rather than directly through the MHCRC’s Fund budget. This would streamline the process and remove the need for Commission approval on small administrative-type procurements. In addition, we noted that past practice has been to budget for all MHCRC professional services expenses through OCT’s annual budget. However, we noted many of these contracts are specifically with MHCRC through OCT. In connection with the recommendation above, we also recommend that MHCRC consider revising its current practices and determine which MHCRC-specific services contracts should be budgeted for specifically within the MHCRC Fund budget, rather than through OCT. MHCRC’s current practice in this area is documented in a memo titled, “OMF Revenue Bureau OCT vs. MHCRC Funding Use Guidance.” We recommend that this memo be updated and</p>	<p>Finance Manager will develop a procurement policy, in collaboration with MHCRC staff/Director, for review and recommendation by the MHCRC Finance Committee for submission to the Commission for approval. Staff will also review and update the “OMF Revenue Bureau OCT vs. MHCRC Funding Use Guidance” memo for clarity and current practice.</p> <p>Staff plans to have the procurement policy and update memo in place for FY22 procurements.</p> <p>The current Program Manager, on contract as a “working retiree, will draft (by April 30, 2021) an initial procurement policy and update to the memo for further review and</p>



	Objective	Observation	Recommendation	Management Response
			included as part of the financial practices summary discussed in recommendation #1.	development by MHCRC staff.
B. Recommendations for Updates to Systems, Processes or Practices				
3	<p>Certain components of fund balance are to be tracked separately for legal or contractual purposes. For example, the Cable Franchise Agreements require MHCRC to track separately the portion of fund balance related to the compliance program.</p>	<p>MHCRC has tracking spreadsheets and procedures in place to monitor specific activity and unspent or unobligated portions of Fund balance, by component. However, the results of these tracking spreadsheets have not been routinely reconciled back to fund balance as reported in the City's general ledger within SAP, or the audited financial statements. In addition, the basis of accounting used within the tracking spreadsheets is different from the basis of accounting used in the audited financials, thus making the reconciliation process difficult.</p>	<p>Fund balance reconciliations between the audited financial statements and MHCRC's fund balance tracking spreadsheets should be performed routinely on an annual basis. This will provide greater clarity into the various components of fund balance at fiscal year end and help validate the amounts that have been tracked internally using a different method of accounting. We have created an initial reconciliation within section C of our recommendations on the following pages. Management can utilize this methodology to continue to reconcile between the fund balance in SAP and fund balance per the internal tracking spreadsheets annually each year. This will provide more clarity to management and the Commission as to the differences between the audited financial statements and other spreadsheets utilized internally.</p> <p>Note that we believe the MHCRC staff should continue to use the existing tracking spreadsheets to track the various components of fund balance (unobligated interest revenues, unobligated PEG / I-net fees, unobligated jurisdictional appropriations), as SAP is not configured to track fund balance by those categories. However, the reconciliation we are recommending above will allow the MHCRC staff to continue to bridge the gap between fund balance per SAP and the tracking spreadsheets and provide comfort that the figures tracked by management are complete and accurate.</p>	<p>MHCRC staff agrees with the recommendation and will complete a fund balance reconciliation annually following the approval of the MHCRC Fund annual audited financial statements. Staff has included this task in staff's annual MHCRC workplan and will include it in the financial policy summary document described in Recommendation #1 above.</p>



	Objective	Observation	Recommendation	Management Response
4	Certain components of Fund balance are to be tracked separately for legal or contractual purposes.	Although MHCRC has several tracking spreadsheets to monitor unobligated components of fund balance such as PEG / I-Net fees and interest revenues, we noted that MHCRC has not formally tracked the unexpended amount of jurisdictional appropriations on a routine basis.	<p>We recommend that the MHCRC implement a tracking spreadsheet related to the unobligated portion of the jurisdictional appropriations, and that this spreadsheet be updated on a consistent basis each year with year-end actual expenditures in OCT's budget and transactions between OCT and the MHCRC Fund. This would help ensure that any unexpended amounts are identified and either budgeted for as a resource in a future year's budget, returned to the jurisdictions, or applied as a credit against a future year's appropriation.</p> <p>Note that the jurisdictional appropriations represent amounts that each member jurisdiction annually contributes to the MHCRC's operating budget. These amounts typically come in to the MHCRC Fund and are transferred to OCT to fund operations through the Admin Services Agreement with the City of Portland. Any unexpended amounts identified have historically been applied to a future year's budget as a resource, however, management has not had a tracking mechanism in place to track the actual amounts transferred from the MHCRC Fund to the OCT budget and the unexpended portion. Our recommendation above would help MHCRC staff continuously monitor the unexpended portion, making sure they are appropriately handled for future years.</p>	<p>To create an accurate tracking spreadsheet of unobligated jurisdictional appropriations, this project will require a review of SAP transactions from the MHCRC Fund to OCT from FY2013-14 forward. FY2013-14 was the first year since the MHCRC Fund creation that records indicate the jurisdictional appropriations were not fully expended in the fiscal year.</p> <p>The current Program Manager, on contract as a "working retiree, will work with the Financial Manager to create the tracking spreadsheet by April 30 and the Financial Manager will ensure the spreadsheet is consistently updated going forward.</p>



	Objective	Observation	Recommendation	Management Response
5	Advance payment grants are to be recorded as assets within the general ledger until the time in which eligible expenses have been incurred and invoiced by the grantee. Reconciliation of the fiscal year end refundable advances ensures that the advances are reported completely and accurately.	During the June 30, 2020 fiscal year end audit, we identified errors in the advances to MetroEast Community Media that resulted in a \$114,000 decrease in the account at June 30, 2020. A year end reconciliation of the advance activity per SAP to the amounts reported by MetroEast Community Media could have prevented the adjustments and ensured greater accuracy in the advance account at year end.	Procedures should be implemented to reconcile MetroEast Community Media and Open Signal advances on an annual basis between the amount recorded in the general ledger within SAP, and the amounts recorded within internal tracking spreadsheets that track the grant activity. This will help MHCRC ensure accurate tracking and financial reporting of the refundable advances within the general ledger.	Current procedures are already in place to reconcile MetroEast and Open Signal advances at year-end. For FY2019-20, staff experienced a one-off occurrence with multiple new employees performing financial duties with limited experience coupled with several staff position vacancies, which lead to the required corrections. Moving forward, the steps necessary for advance reconciliation are in place and documented.



	Objective	Observation	Recommendation	Management Response
6	<p>The City of Portland provides administrative tasks to MHCRC in accordance with the Administrative Services Agreement. The City, through OCT, charges the MHCRC fund for these services each year in line with the adopted budget.</p>	<p>The amount the MHCRC Fund pays to OCT for administration covers expenses ranging from payroll to materials & supplies supporting the MHCRC Fund. However, at the end of the year it is unclear as to what happens to any unspent funds that OCT charged to MHCRC.</p>	<p>A process narrative related to the administrative transactions and cash flows between OCT and MHCRC, including the disposition of any unspent funds at year end, should be drafted and included in the financial policies summary document noted in recommendation #1 above. The narrative should document the timing and flow of funds, responsible personnel involved, and internal controls in place to mitigate the risk of errors in the process.</p>	<p>Financial Manager will create process documentation by June 30 for the timing, tasks, and responsibilities for transactions between OCT and MHCRC Fund and for reconciliation of actual expenditures in a fiscal year attributable to the MHCRC program within OCT. This will be companion process documentation and context for the tracking spreadsheet under recommendation #4 above.</p> <p>The current Program Manager, on contract as a “working retiree, will work on an initial draft (by April 30, 2021) to be updated by the Financial Manager and MHCRC staff.</p>

C. Analysis of Existing Fund Balance Contained in the Audited Financial Statements as of June 30, 2020

One of the objectives of our procedures was to complete a reconciliation between the audited fund balance as reported in the June 30, 2020 audited financial statements, and the various components of fund balance tracked internally through various management tracking spreadsheets. We have included our reconciliation below to identify the significant reconciling items between these two sources. The primary driver of the reconciling items is a timing difference between when expenditures are recognized in fund balance in the audited financial statements, due to the need to report the financial statements under generally accepted accounting principles, and when expenditures are recognized in management’s tracking spreadsheets. In general, the tracking spreadsheets are recording expenditures and removing those from fund balance as soon as an underlying contract or agreement is signed. For the audited financial statements, any open amounts under a contract that have not been incurred and invoiced by the third party are not recorded as expenditures and therefore are not removed from fund balance. These items are often denoted within the commitments footnote within the audited financial statements. We believe the remaining variance shown below of \$78,148 is due to additional timing differences between when expenditures are recognized in the financial



statements and when they are recognized within management's tracking spreadsheets. See reconciliation and additional information on the following page.



RECONCILIATION OF MHCRC FUND BALANCE

	As of June 30, 2020
Fund Balance, End of Year - per audited financial statements	<u>\$ 10,402,742</u>
Fund Balance, End of Year - per management records	
Unobligated interest revenues	\$ 1,191,691
Unobligated PEG / I-Net Fees (Grant)	3,541,055
Unobligated PEG / I-Net Fees (Compliance Program)	1,167,709
Unobligated Jurisdictional Appropriations	<u>127,322</u>
	6,027,777
Reconciling Items	
Commitments	3,114,944 [a]
Advances	829,991 [b]
Other Commitments	<u>508,178 [c]</u>
	4,453,113
Total Fund Balance, End of Year - per management records	<u>\$ 10,480,890</u>
<i>Variance - see discussion below</i>	<u>\$ (78,148) [d]</u>

[a] Taken from Note IV(C), Commitments, within the June 30, 2020 audited financial statements. Management's records above remove the committed amount from fund balance as soon as a contract is awarded. Per the audited financial statements, these items are not reflected until an expenditure has been incurred.

[b] Represents the total of advances reported in the statement of net position within the June 30, 2020 audited financial statements. Management's records above remove the advanced amount from the fund balance as soon as the advance payment is made. Per the audited financial statements, these advance amounts are reflected as assets until eligible expenditures have been incurred and recovered from the Fund.

[c] Represents other commitments where a contract had been awarded by June 30, 2020, but the amounts were not reported within the financial statements as they had not been reflected in the City's financial system, SAP, as of June 30, 2020. Management's records above remove the commitments from fund balance as soon as a contract awarded. Per the audited financial statements, these items are not reflected until an expenditure has been incurred.

[d] Represents the remaining amount of fund balance that is not represented in one of the categories tracked by management above (interest revenues, PEG / I-Net Fees, and jurisdictional appropriations).



STAFF REPORT AGENDA ITEM #R2

For MHCRC Meeting: March 29, 2021

“Authorize Moss Adams for MHCRC FY2020-21 Fund Audit”

Recommendation

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

Background

The MHCRC is required to obtain an annual audit of its financial statements, as a "municipal corporation." (Governing statutes: <http://www.leg.state.or.us/ors/297.html> ; specifically, ORS 297.405 Sub 5 Sub F, 297.415, 297.425 and 297.465)

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

The City of Portland contracted with Moss Adams through a competitive RFP process. The contract includes the MHCRC Fund audits for fiscal years 2016-17, 2017-18, and 2018-19. For fiscal years 2019-20 and 2020-21, the City contract contains options to extend audit services for two one-year periods with a new RFP process being required as per the City of Portland Auditor’s office instructions.

Prepared by: Michael Wong
March 22, 2021

COVER SHEET – AGENDA ITEMS #R3 – R5

For MHCRC Meeting: March 29, 2021

“Community Technology Grant Agreements: 2021 Cycle”

Recommendation:

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

- | | | |
|-------|--|--------------|
| • R3. | Oregon Museum of Science & Industry (OMSI) | \$143,446.00 |
| • R4. | East Metro Arts, Community & Culture (EMACC) | \$52,246.00 |
| • R5. | Growing Gardens | \$29,656.00 |

Background:

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

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

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

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

Grant Agreements for Approval - Summaries:

R3. Oregon Museum of Science and Industry (OMSI)

Grant Request: \$143,446 (Pre-Application Grant Request: \$125,050)

Total Project Budget: \$381,609 (Pre-Application Total Project Budget: \$374,534)

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

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

R4. East Metro Arts, Community & Culture (EMACC)

Grant Request: \$52,246 (Pre-Application Grant Request: \$52,000)

Total Project Budget: \$110,746 (Pre-Application Total Project Budget: \$104,000)

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

Community and the project aims to serve at least 50% who identify as BIPOC (Black, Indigenous, People of Color) and/or low-income.

R5. Growing Gardens

Grant Request: \$29,656 (Pre-Application Grant Request: \$27,000)

Total Project Budget: \$59,316 (Pre-Application Total Project Budget: \$54,000)

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

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

Attachments: Draft Community Technology Grant Agreements for three grants

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

AGREEMENT FOR COMMUNITY TECHNOLOGY GRANT

This Agreement is between the Mt. Hood Cable Regulatory Commission (Commission), through the Office for Community Technology (OCT), and Oregon Museum of Science and Industry (OMSI) (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 Reducing Disparities in STEM through Video Production Project.

AGREEMENT:

1. Grant Amount, Use of Grant

Grantee is awarded an amount not to exceed \$143,446 for specific capital costs related to the Grant project. Grantee shall use the Grant funds exclusively for the purposes outlined in its Grant Application (the "Grant"). The Grant Application is attached to this Agreement as Attachment 1, and incorporated herein by reference. Grantee shall not use the Grant funds for any purposes other than those set forth in Attachment 1.

2. Project Manager

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

3. Payments

Upon submission of an invoice from Grantee, and upon certification by the Project Manager that the invoice is in accordance with this Agreement, the Commission shall pay to the Grantee \$143,446 as specified in the invoice within thirty (30) days after receipt of the invoice.

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

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

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

Grantee shall repay to the Commission, thirty (30) days prior to the expiration date of this

Agreement, any Grant funds that have not been expended for Grant purposes.

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

4. Records

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

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

5. Reports

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

Interim Status Reporting periods are April 1, 2021 through June 30, 2021; July 1, 2021 through December 31, 2021; January 1, 2022 through June 30, 2022; July 1, 2022 through September 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 November 30, 2022.

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

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

Grantee shall immediately provide notice in writing by electronic mail to the Project Manager when Grantee anticipates or realizes any deviation in the Grant project which may result in

Grantee's inability to complete the Grant project as originally submitted and approved by the Commission.

6. Project and Fiscal Monitoring

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

7. Audit

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

8. Publicity

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

9. No Other Obligations/Complete Agreement

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

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

10. Representations

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

11. Indemnification

Grantee shall hold harmless, defend, and indemnify the MHCRC, and its officers, agents and employees against all claims, demands, actions, and suits (including all costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement.

Prevailing wage indemnity. Grantee agrees to indemnify, defend, and hold harmless MHCRC, its employees, officers, and agents, from and against any claim, suit, or action, including administrative actions, that arise out of Grantee's failure to comply with ORS 279C.800 to 279C.870 and any applicable administrative rules or policies.

12. Compliance with Laws

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

13. Independent Contractor Status

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

13. Amendment

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

14. Term of the Agreement

This Agreement becomes effective on April 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 be limited to, Project Manager's concerns about Grantee's ability to complete the Grant in accordance with this Agreement or any other non-compliance with the Agreement.

18. Non-Discrimination

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

19. Severability

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

20. Choice of Law and Choice of Forum

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

21. Survival

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

22. Assignment

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

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

23. Electronic Means

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

24. Notice

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

If to the Commission:

Attn: Rana DeBey, Project Manager:
Mt. Hood Cable Regulatory Commission
c/o City of Portland/ OCT
1120 SW 5th Ave, Suite 405

Portland, OR 97204
Email: rana@mhcrc.org

If to Grantee:

Attn: Patricia Brooke, Senior Director of Institutional Giving
Oregon Museum of Science and Industry
1945 SE Water Ave
Portland, OR 97214
Email: pbrooke@omsi.edu

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

AGREEMENT FOR COMMUNITY TECHNOLOGY GRANT: Reducing Disparities in STEM through Video Production

GRANTEE: Oregon Museum of Science and Industry

BY: _____ Date: _____

Name: _____

Title: _____

MT. HOOD CABLE REGULATORY COMMISSION SIGNATURES:

By: _____ Date: _____
Mt. Hood Cable Regulatory Commission Chair

Approved as to Form:

By: _____ Date: _____
Mt. Hood Cable Regulatory Commission Attorney



Application

01422 - 2021 Community Technology Grants

01605 - Reducing Disparities in STEM through Video Production

Community Technology Grants

Status: Submitted

Original Submitted Date: 02/18/2021 1:55 PM

Last Submitted Date: 03/17/2021 11:54 AM

Primary Contact

Name: Dr. Patricia Brooke
Salutation First Name Middle Name Last Name

Email: pbrooke@omsi.edu

Phone:* 503-797-4573
Phone Ext.

Title: Senior Director of Institutional Giving

Organization Information

Organization Name: Oregon Museum of Science and Industry

Organization Type: Non-Profit Entity

Tax ID: 93-0402877

Organization Address: 1945 SE Water Avenue

City*: PORTLAND Oregon 97214
City State/Province Postal Code/Zip

Phone: 503-797-4000

Project Narrative

Total Grant Funds: \$143,446.00

Total Match Funds:	\$238,163.00
Total Funds:	\$381,609.00
Proposed Technology	Video production equipment
Public Benefit Area	Reducing Disparities
Project Purpose	

In defining the project purpose, applicants must:

Through the community listening that has informed OMSI's new 5-year strategic plan, we learned more about the barriers that many face when accessing our high-quality STEAM education experiences. The barriers include cost, geographic distance, lack of cultural relevance in STEAM programming, and lack of teacher and caregiver confidence to support STEAM learning and skills.

A comprehensive Digital Learning program will include equipping diverse teens and educators with knowledge, skills, and equipment to create relevant STEAM digital assets and meet several needs identified by OMSI and our partners.

- Accessible science learning opportunities
- Reduction of geographic and cultural barriers
- Improved teen engagement
- Enhanced services to schools and teachers
- Improved resources for parents and whole family STEAM learning

By developing digital programming delivered by teens and educators, we see an opportunity to help bridge the opportunity gap through new digital experiences. Fun and engaging OMSI experiences created by near-peer diverse teens and professional educators will infuse inspiration and excitement into the day—no matter where a student lives or how they identify.

A positive STEAM identity benefits youth's ability to develop their decision-making skills, sense of purpose, 21st century skills, and ability to affect change. To create, grow, and sustain positive STEAM identities, youth require equitable access to inclusive spaces, supportive mentorships, personally relevant content, and opportunities for self-expression. OMSI's TSA uses curriculum, partnerships, and teen-focused events and spaces to complement formal education and remove barriers to equitable access to STEM-rich programs and experiences. *The Eight Critical Elements Leading to Positive Graduation Outcomes* identifies key strategies for ODE to improve graduation rates. Three strategies are directly aligned with OMSI's Teen Engagement Initiative: Whole Child Education, P-20 Seamless Education System, and Clear Educational Pathways.

As part of our efforts to diversity access and equity at OMSI, our TSA staff travel across the Metro to build relationships with underserved youth. We have seen increased participation from girls, students of color and underserved neighborhoods around the region over the past two years.

Starting in 2017, OMSI conducted outreach at Matt Dishman Community Center and East Portland Community Center attending Teen Nights and community events. We are building relationships with underserved teens who we hope will consider participating in TSA. Beginning in 2018, we developed a mirror teen program partnering with Metro-area PPS alternative public high schools, Portland Youth Builders and Mt Scott Learning Center, to provide service-learning opportunities for at-risk teens. Students in this program will get school credit for volunteering through the TSA's Science Squad.

TSA teen cohorts are youth ages 14-18 meeting one day per week for four hours, working around the students' school day, for twelve weeks. They attend a 2-hour orientation so total number of programming hours is 50. For the duration of this grant, OMSI will host cohorts of 20 teens in the Fall and Spring, and project about half of those teens will likely work on film projects. We recruit new teens to TSA from community partners like MESA; teens for this program will likely come from the alternative high schools noted above. 10-12 youth will work in groups of 2-3, so there will be 3-5 videos produced per session featuring teen-designed science demonstrations like "What's that Smell?" "Sustainable Seafood," "Bridge Builder," and "Cloud in a Bottle". We have had early contact with both Open Signal and MetroEast who will air OMSI Teen programming.

The twelve week session will include technical workshops alongside skill building in science communication, collaboration, and public speaking.

Storyboard/script/write-up

Cameras: Cinematography, Composition, Settings

Camera lens and movement

Lighting

Audio

Streaming

Importing footage and Media Management

Editing basics

Exporting videos for different viewing platforms
Film Fest at OMSI's Empirical Theater

Digital Learning at OMSI will work to reduce disparities associated with digital learning and meet several needs identified by our partners including TSA participants. Through this investment, we will

- 1) Create STEAM programming accessible to all. By building out content created by and for teens we will increase our availability to youth who may not see themselves as STEM learners. This will make the TSA teens the faces and voices of OMSI in the community and invite those traditionally underserved by STEAM to participate in engaging experiences that build STEAM identity and confidence.
- 2) Enhance and deepen current outreach education. By building out content for OMSI outreach education program, we can deepen the science experience for students, improve the support for teachers, and give opportunity for culturally responsive content as well as a stronger connection to local STEAM career opportunities.

MHCRC funding would support OMSI's initial technology investment to dramatically increase our capacity for digital content creation, creating continuous and sustainable production capacity for digital content.

(This field has a character limit of 7000)

Measurable Project Outcomes

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

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

Through implementation of the project, including a production studio and portable equipment, we will create and distribute media through community media centers. We expect the following outcomes. Alongside OMSI educators, 65% of teen participants will report mostly or completely confident that they:

- 1) Develop
 - STEAM identity and have an understanding of career opportunities that result from science learning and education and the skill development necessary to achieve these careers
 - 21st century skills including communication, collaboration, and flexibility/adaptability
 - 2) Feel supported in successful completion of high school, college or vocational training, and advanced degrees
- OMSI teens and educators will create new, culturally inclusive digital STEAM content that best supports underserved audiences, well as general public students, teachers, and caregivers across the region produce a series of renewable digital deliverables that will align with community needs. These products will be shared with community partners, hosted on OMSI's website, and disseminated via community media. We will report how many teens enroll and how many videos are submitted, with the following goals:
- 3) 25-40 teens will be served and 10 5-15-minute science demos will be filmed for airing on community media outlets.
 - 4) 10 OMSI educators will develop 15 30-minute science demos relevant for K-12 audiences that may air on community media or shared to school via PPS TVS.

(This field has a character limit of 1500)

Evaluation Plan

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

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

OMSI's Engagement Research and Advancement team collects evaluation data to inform and improve OMSI programs. Currently, the project produces two reports per year focused on Summer Camps/Classes and School programs. Our ER&A team also conducts twice yearly surveys of museum visitors. TSA participants are surveyed at the end of the 12-week session, and all teens are expected to complete them. Students will continually use TBI (Team Based Inquiry) practices to evaluate/iterate/improve their projects and provide feedback to each other.

The following is a sampling of TSA questions:

1. How confident do you feel about your ability to...

1. learn a new science concept
 2. learn a new skill
 3. work as part of a team
 4. give a presentation to the public
 5. talk to people I don't know
 6. talk about science
 7. work in a group with people I don't know
 8. solve problems in the workplace
2. *In what ways, if at all, has participation in this program affected your confidence?*
3. *For each question below, choose the answer that best completes the sentences with Never/Rarely/Occasionally/Sometimes/Frequently/Usually/Always*

When communicating an idea or concept...

a) I feel confident in my ability to be understood
b) I use specific methods and techniques to get the information across
c) My audience learns something new
d) I ask questions to discover background knowledge
e) I can speak to people of many ages

When working with others...

a) I listen to the ideas of others even if I disagree.
b) I explain and support the reasons for my opinions.
c) I don't express opinions that others might disagree with.
d) I effectively manage conflict with group members.
e) I actively participate in group tasks and discussions.
f) I take on a variety of different roles.
g) I encourage others to share their opinions.
h) I make necessary compromises to help the group move forward.

4. For each question below, choose the answer that describes how strongly you agree or disagree with each statement

a) Increased my interest in science.
b) Increased my interest in community service.
c) Made me think about science in a different way.
d) Made me think about community service in a different way.
e) Made me think differently about possible career paths.

(This field has a character limit of 2500)

Project Partners

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

Please list project partners as confirmed or unconfirmed.

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

OMSI recruits TSA participants from Portland Youth Builders and Oregon MESA. We have worked with SisBro Studio for many years to tell stories around OMSI's educational impacts in our community. Autodesk and Vision Stages are advising OMSI on our Digital Learning Initiative.

Portland YouthBuilders is a program of academics, vocational training courses, counseling, career development, and long-term support. Youth Build is a relationship-based program rooted in equity and designed with students' best interests in mind. This program runs year-round and students attend full-time, five days a week. They enroll young people aged 17-26, though the great majority of our students are in their teens. Nearly 60% of students are people of color; on average, approximately 70% identify as male and 30% as female, with a small percentage who identify as non-binary. Avahleen Quinn avahleen.quinn@pybpd.org

Oregon MESA equips teachers to help underserved middle and high school students excel in STEM (science, technology, engineering, and math) through hands-on invention education. They lead marginalized and low-income students to not only graduate from high school, but also enroll in post-secondary studies and enter the workforce with STEM, 21st century and invention skills. Oregon MESA has partnered with OMSI for several years in our work with teens developing design challenges and have also helped recruit participants in our youth programs. Tong Zhang ttz@pdx.edu

Sisbro Studio was founded in 2001 by sister/brother creative duo Laura and Robert Sams. It is an award-winning media production company that inspires people through incredible storytelling. They have won over 75 international awards and produced original content for PBS KIDS, the Smithsonian Channel, Sesame Street, the Jim Henson Company, Sprout, Animal Planet, Mozilla Firefox, the National Oceanic and Atmospheric Administration and more. SisBro will be training OMSI educators and teens in using the equipment and advising on content production. Laura Sams laura@sisbro.com

Autodesk/Instructables is a leader in 3D design, engineering and entertainment software. Currently owned by Autodesk, Instructables specializes in user-created and uploaded do-it-yourself projects. Greg Fallon, Vice President, Business Strategy and Marketing (Platforms and Technology) sits on OMSI's Board and he, alongside leadership at Instructables, have been generous in advising OMSI's work in Digital Learning and creating attractive and effective products for learning. Greg Fallon Greg.Fallon@autodesk.com

Vision Stages is a 36,000ft² soundstage for film, television, and commercial productions. Dan Eason, General Manager, serves on OMSI's Development Committee and has consulted on creating an OMSI space for video production. Dan is also connecting OMSI with professionals at Oregon Media Production Association to help support our work. Dan Eason daneason@gmail.com

(This field has a character limit of 3000)

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

Technical Design

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

After consultations with Vision Stages (film production) and Autodesk to assess best spaces currently available in the museum, we have an unused recording studio at OMSI consisting of two rooms (appx. 11x10 and 11x17) to upgrade to meet the needs for this project. While we may need a larger studio space in the future, for now, we plan to shoot demos across the museum (elephant's toothpaste, hydrogen balloons) and at our remote locations (tidepooling, fossil identification). The studio will allow filming smaller scale science demos (dissections, microscopic zoo) and post-production including editing videos from rough cut to the final, with sound design, audio mixing, graphics, animation. Upgrades include soundproofing (floor, ceiling, and walls), electrical, ventilation, lighting, door replacement/upgrade, window between the rooms replacement/upgrade, secure cabinetry, and painting.

An equipment list was drafted drawing on recent experience creating a Teen Tech Center and vetted with Laura Sams at SisBro and Dan Eason, at Vision Stages. Final prices are drawing from B&H Photo, balancing value with customer service.

10,999.00	2	21,998	Canon EOS C300 Mark III
1,899.00	2	3,798	Canon EF 24-70mm f/2.8L II USM lens
799.00	4	3,196	Dracast frenal studio LED1000 Bi-Color Light
	1	643	Manfrotto 546GB Tripod with 502A Video Head
	1	699	Sennheiser AVX-ME2 SET Digital Camera-Mount Wireless Omni Lavalier Microphone System
899.00	1	899	Bose T8S ToneMatch Mixer/live streaming ki
6,975.00	1	6,975	Epiphan Pearl-2 all-in-one production studio
219.99	1	220	Neewer Background Stand Support System with Backdrop
279.00	1	279	ProPrompter PP-LCD Monitor with mirror function
4,599.00	2	9,198	27" imac pro
999.00	1	999	20TB hard drive
			Accessories
139	2	278	Canon CA-935 power adapter & Charger
99	2	198	Canon Tripod Adapted TA-100
1849.95	2	3699.9	Canon Remote Controller RC- V100
795	2	1590	Canon Wireless File Transmitter WFT-E6A
249	1	249	ubiquiti networks 12-port edgerouter 12 advanced network router
429	1	429	Canon BP-A60 Battery Pack

			IKEA Furniture
60	4	240	Stool
24	4	96	desk/table
500	1	500	shelving
			Portable for use at camps
			Panasonic Lumix DC-GH5 camera with 12-60mm lens kit and pro DHR kit
3113.42	2	6226.84	Manfrotto MVH500AH Flat Base Pro Fluid Head tripod
409.87	2	819.74	Hoodman H32MB HoodLoupe Outdoor Loupe for 3.2" LCD Screens
89.99	2	179.98	Rode VideoMic with Fuzzy Windjammer Kit
299	2	598	Zhiyun Crane V2 3-Axis Bluetooth Handheld Gimbal Stabilizer for ILC Mirrorless Cameras
199	2	398	Light reflector
130.85	2	261.7	Sennheiser EW 100 G4-ME2 Wireless omni lavalier mic system
599	2	1198	
			accessories
124	2	248	camcase Gc5 mirrorless camera case
90	2	180	aputure MC RBPWW LED Light
97.99	2	195.98	memory card
59.99	2	119.98	panasonic DMW-BLF Recargable lithium ion

(This field has a character limit of 5000)

Proposed Project Start and End Date:

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

Proposed Start Date (month/year): 04/2021

Proposed End Date (month/year): 09/2022

Implementation Plan

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

Apr-Jun 2021

- Studio Remodeling & Equipment purchase

Jul-Aug

- Teen recruitment

Sept-Dec 2021

- Round 1 Teen Cohort training & content production (10 teens)
- OMSI Educator Training & content production (8-10 educators)

Dec 2021

- Round 1 OMSI Teen Science & Educator Science at Home videos to air
- Evaluation

Feb-May 2022

- Round 1 Teen Cohort training & content production (10 teens)
- OMSI Educator Science at Home video production, editing

Jun-Aug 2022

- Round 2 OMSI Teen Science & Educator Science at Home videos to air
- Evaluation

Training will include hands-on sessions to learn and practice the process of video production from initial concept to final content delivery. Approx. 10, 2-3 hr sessions for each group (1 educator, 2 teen)

PRE-PRODUCTION TOPICS

- Storytelling/scripting your video for the most impact (and how to adjust depending on the audience or sharing platform); How to make a production plan for your video (from the crew to props to camera shot lists, etc.)

PRODUCTION TOPICS

- Cameras: The Basics of Cinematography (aperture, shutter speed and ISO)
- Cameras: The Basics of Composition (how to compose a scene or frame your subject in different situations)
- Cameras: Understand the differences between a video camera and a hybrid still photography/video camera; know the basic settings to use
- Camera lenses and movement: Using the camera lenses, from the differences in lens purposes, to focus, to lighting needs for each lens; Camera movement with tripods, gimbals and other devices, and using a camera's autofocus and image stabilization.
- Lighting: Using basic lighting techniques to create desired effects
- Audio: Tips for using the lavalier/shotgun microphones and recording audio in different situations
- Streaming: how to stream video to online platforms such as youtube and facebook

POST PRODUCTION TOPICS

- Importing Footage, Viewing Footage and Media Management
- Editing basics, using a timeline, using basic graphics); Exporting videos for different viewing platforms

(This field has a character limit of 2000)

Budget Narrative

Budget Narrative

PERSONNEL

All personnel will be involved for the duration of the grant; hourly rate include 20% fringe. Personnel costs are being provided entirely as a match. None are funded by grant dollars. Personnel include: 1) Project Sponsor, CEO, 30 hours total, \$86.15/hr, oversees strategic alignment 2) Project Director, Director of Educations Outreach, 144 hours total, \$37.15/hr, Creates and maintains the project vision from inception to completion. Responsible for supporting all communication with the funder 3) Project Manager, Project Manager Officer, 144 hours total \$27.27/hr, Manages project scope, schedule, and budget; manages communication across project team and OMSI stakeholders; schedules and run project meetings; facilitates workflow so that deliverables are on time and meet project vision 4) Conceptual Lead, Teen and Adult Engagement Assistant Manager, 144 hours total, \$22.51/hr, Manages teen program and alignment with digital learning experience initiative 5) Digital Experiences Staff, 1.5 FTE, \$18.08/hr, lead program design and implementation 6) Research and Evaluation Associate, 80 hours total, \$22.67/hr, support evaluation approach to inform program development 7) OMSI Education staff (5) 350 hours total, \$25/hr, to attend training workshops and produce content

Matching funds: \$181,683

EDUCATION AND TRAINING

Education and Training include 200 hours of inkind support from OMSI partners, Autodesk/Instructables and Don Eason at Vision Stages. They will provide ongoing direction in terms of production technique and strategies for reaching audience segments, as well as offer tours of facilities and meetings with teen participants.

Matching funds: \$20,000

CONTRACTUAL

Contract services are supporting Sisbro for the initial training to use the equipment. This training will be provided to 5 OMSI educators in the Fall 2021 who will then deliver to two teen cohorts in Fall 2021 and Spring 2022. Training covered by grant funds will be limited to initial training on new technology including equipment and software. Additional training covered by matching funds will extend to storyboarding, composition, creating a persona, and more. The training will include approximately 10 sessions for educators, with each session 2 to 3 hours long.

PRE-PRODUCTION TOPICS

- Storytelling/scripting your video for the most impact (and how to adjust depending on the desired audience or sharing platform); How to make a production plan for your video (from the crew to props to camera shot lists, etc.)

PRODUCTION TOPICS

- Cameras: The Basics of Cinematography (aperture, shutter speed and ISO)
- Cameras: The Basics of Composition (how to compose a scene or frame your subject in different situations)
- Cameras: How to understand the differences between a video camera and a hybrid still photography/video camera; know the basic settings to use
- Camera lenses and movement: How to use the camera lenses, from the differences in lens purposes, to focus, to lighting needs for each lens; Camera movement with tripods, gimbals and other devices, and using a camera's autofocus and image stabilization. Timelapse photography can also be covered.
- Lighting: How to use basic lighting techniques to create desired effects
- Audio: Tips for using the lavalier/shotgun microphones and recording audio in different situations (from loud to quiet)
- Streaming: how to stream video to online platforms such as youtube and facebook

POST PRODUCTION TOPICS

- Importing Footage, Viewing Footage and Media Management
- Editing with Adobe Premiere: Editing basics, using a timeline, using basic graphics, etc.); Exporting videos for different viewing platforms

Grant Funds: \$12,500

Matching Funds: \$12,500

EQUIPMENT

Equipment includes video and audio recording equipment for use at OMSI's Water Avenue location in Portland, post-production includes 2 iPro stations for postproduction.

It also includes two portable set-ups for use at OMSI camps in Fossil and Newport, Oregon. (We plan to negotiate a discount with the supplier when placing the order of at least 10%; this is not reflected in the included costs.) \$7,500 of Inkind equipment is in the form of loan equipment from Sisbro that will be used during trainings, as well as editing software and 2-year subscription from Autodesk. Equipment list is included as proposal attachment.

The increased cost is related to a second computer, camera, lens, and external drive. In conversations, we realized that the work would move ahead for a cohort of 10 teens better with two stations rather than one.

Grant funds: \$67,190

Matching funds: \$23,980

INFRASTRUCTURE

OMSI has a dedicated space for renovation comprised of two adjoining rooms, roughly 11x10 and 11x17. These will serve as a small recording studio (live room) and a editing space (control). Based on inquiries to local vendors, the \$50,000 will pay for costs of materials and equipment associated with renovations. Soundproofing (floor, ceiling, and walls), electrical, ventilation are expected to be the largest costs at \$25,000. Lighting, door replacement/upgrade, window between the rooms replacement/upgrade, secure cabinetry, painting, and permitting make up the remaining \$25,000.

Grant funds: \$50,000

OVERHEAD

This includes a portion of the cost to use financial accounting and personnel time tracking systems, utilities, office supplies, and office space rental necessary to support this project. Overhead costs are calculated by using the organization’s total overhead costs and allocating a percentage of the costs to projects or programs based on the proportional number of staff (or portion of a staff person) dedicated to the project.

Grant funds: \$13,756

Line Item Budget

Cost Category	Grant Funds	Match Amount	Project Total
Personnel	\$0.00	\$181,683.00	\$181,683.00
Education and Training	\$0.00	\$20,000.00	\$20,000.00
Travel	\$0.00	\$0.00	\$0.00
Contractual	\$12,500.00	\$12,500.00	\$25,000.00
Equipment	\$67,190.00	\$23,980.00	\$91,170.00
Infrastructure/Facilities Construction	\$50,000.00	\$0.00	\$50,000.00
Miscellaneous	\$0.00	\$0.00	\$0.00
Overhead	\$13,756.00	\$0.00	\$13,756.00
Totals	\$143,446.00	\$238,163.00	\$381,609.00

Supplemental Material Attachments

File Name	Description	File Size
OMSI FY21 Board Roster 11.10.20.pdf	OMSI Board Roster	671 KB
OMSI MHCRC equipment attachment.pdf	equipment list	444 KB
OMSI's Equity Action Framework.pdf	OMSI's Equity Action Framework	3.9 MB

Final Application Signature

Signature of Duly Authorized Representative

Patricia Brooke

Date

03/15/2021

Title

Senior Director of Institutional Giving

Phone

503-797-4573

E-mail

pbrooke@omsi.edu



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FY21**

(June 1, 2020 – May 31, 2021)

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Claudia Valderrama, Chair-elect

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Vice President and Chief of Staff
Cambia Health Solutions
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Portland, Oregon

John Wheeler (Treasurer)
President
Vernier Software & Technology
Beaverton, Oregon

**OMSI
Equipment List
MHCRC
18-Feb-21**

cost unit	no. of units	total	source	
\$10,999.00	2	\$21,998.00	B&H Photo	OMSI Studio
\$1,899.00	2	\$3,798.00	B&H Photo	Canon EOS C300 Mark III
\$799.00	4	\$3,196.00	B&H Photo	Canon EF 24-70mm f/2.8L II USM lens
\$642.97	1	\$642.97	B&H Photo	Dracast fresnel studio LED1000 Bi-Color Light
				Manfrotto 546GB Tripod with 502A Video Head
				Sennheiser AVX-ME2 SET Digital Camera-Mount Wireless Omni
\$699.00	1	\$699.00	B&H Photo	Lavalier Microphone System
\$899.00	1	\$899.00	B&H Photo	Bose T8S ToneMatch Mixer/live streaming ki
\$6,975.00	1	\$6,975.00	B&H Photo	Epiphan Pearl-2 all-in-one production studio
\$219.99	1	\$219.99	Amazon	Neewer Background Stand Support System with Backdrop
\$279.00	1	\$279.00	B&H Photo	ProPrompter PP-LCD Monitor with mirror function
\$4,599.00	2	\$9,198.00	apple with ed discount	27" imac pro
\$999.00	1	\$999.00	B&H Photo	20TB hard drive
				Accessories
\$139.00	2	\$278.00		Canon CA-935 power adapter & Charger
\$99.00	2	\$198.00		Canon Tripod Adapted TA-100
\$1,849.95	2	\$3,699.90		Canon Remote Controller RC-V100
\$795.00	2	\$1,590.00		Canon Wireless File Transmitter WFT-E6A
				ubiquiti networks 12-port edgerouter 12 advanced network
\$249.00	1	\$249.00	B&H Photo	router
\$429.00	1	\$429.00	B&H Photo	Canon BP-A60 Battery Pack
\$579.99	1	\$579.99	B&H Photo	SanDisk 512G Extreme Pro Fexpress Card Type B
				Furniture
\$60.00	4	\$240.00	ikea	Stool
\$24.00	4	\$96.00	ikea	desk/table

\$500.00	1	\$500.00	ikea	shelving Soundproofing
	2		in kind	Software Autodesk SMOKE (with 1 year subscription)
\$3,113.42	2	\$6,226.84	B&H Photo	Portable for use at camps Panasonic Lumix DC-GH5 camera with 12-60mm lens kit and pro DHR kit
\$409.87	2	\$819.74	B&H Photo	Manfrotto MVH500AH Flat Base Pro Fluid Head tripod
\$89.99	2	\$179.98	B&H Photo	Hoodman H32MB HoodLoupe Outdoor Loupe for 3.2" LCD Screens
\$299.00	2	\$598.00	B&H Photo	Rode VideoMic with Fuzzy Windjammer Kit
\$199.00	2	\$398.00	B&H Photo	Zhiyun Crane V2 3-Axis Bluetooth Handheld Gimbal Stabilizer for ILC Mirrorless Cameras
\$130.85	2	\$261.70	B&H Photo	Light reflector
\$599.00	2	\$1,198.00	B&H Photo	Sennheiser EW 100 G4-ME2 Wireless omni lavalier mic system
\$124.00	2	\$248.00	B&H Photo	accessories camcase Gc5 mirrorless camera case
\$90.00	2	\$180.00	B&H Photo	aputure MC RBPWW LED Light
\$97.99	2	\$195.98	B&H Photo	memory card
\$59.99	2	\$119.98	B&H Photo	panasonic DMW-BLF Recargable lithium ion
		\$67,190.07		



OMSI'S ONGOING COMMITMENT TO EQUITY

OMSI is committed to including diverse perspective in the learning experiences we provide, and dismantling systemic barriers by addressing disparities in our staffing, business practices, and public engagement. We invite community conversations so we can evolve and create opportunities for all people to reach their full potential. We are committed to leading with race.



20 YEAR VISION

OMSI, collaborating with partners, will ignite an education transformation at the intersection of science, technology and design, and weave a thriving innovation district into the fabric of Portland, that spreads opportunities across the Northwest.



2020-2025 STRATEGY

OMSI's 5-Year Strategy defines the commitments and investments we will make and the associated outcomes we expect to achieve in the next 5 years as we build toward our 20 year vision goals. Annual roadmaps will detail specific milestones along our journey.



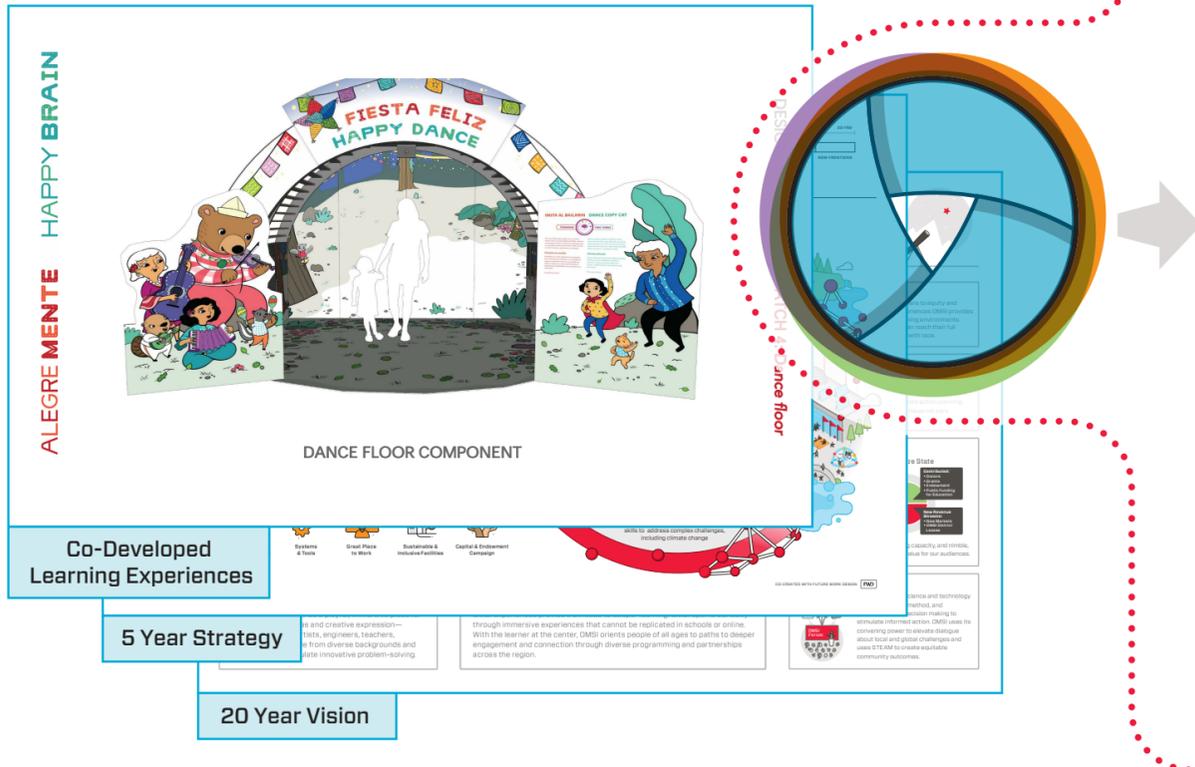
STRATEGIC VALUES

- Our People
- Collaboration
- Accessibility & Equity

CORE VALUES

- Learning
- Creativity
- Integrity
- Sustainability

1 WE APPLY AN EQUITY LENS TO ALL OF OUR WORK



2 CONVERSATIONS LEAD TO ACTIONS

Here's how we are committed to becoming an anti-racist, multicultural, and inclusive organization.



SYSTEMIC INTEGRATION

Improving OMSI's equity-related outcomes both internally and externally through changing our systems, processes, policies, and practices.

- Guest Experience
- Staff Experience
- Partnership Development



EQUITY ACTION FRAMEWORK



CAPACITY DEVELOPMENT

Establishing shared knowledge, attitudes, beliefs and values centered in equity.

- Anti-racist Institutional Identity
- Knowledge & Skills for Intersectional Analysis (consider all identity dimensions of a person in relation to socio-economic systems)
- Equity-driven Teamwork



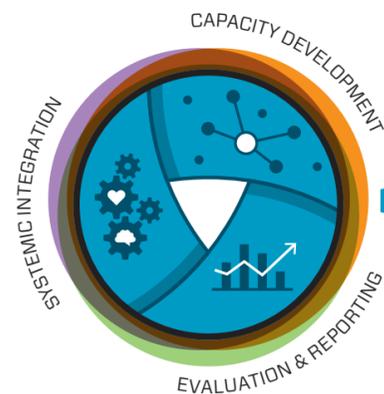
EVALUATION & REPORTING

Establishing benchmarks, measuring, and reporting on progress.

- Great Place to Work Survey
- OMSI Equity Climate Survey
- OMSI Key Outcome Indicators
- Department & Individual Goals

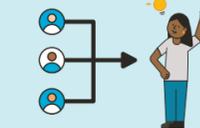
3 OUR LENS SCALES TO ANY SIZE DECISION

We want a culture of activism where both OMSI staff and community members identify and interrupt patterns in our systems that perpetuate inequalities.



DEVELOPING A STRATEGIC INITIATIVE

Facilitate community engagement to understand needs and identify partners



Co-create a shared vision for the initiative



Lead an inclusive design process



Jointly establish desired outcomes



DEVELOPING A NEW EXHIBIT OR PROGRAM

Identify partners relevant to experience and target audiences



Co-develop process for meaningful engagement



Incorporate partner and audience voices in experience development process



Co-create our evaluation model to measure outcomes for our target audience



HIRING A NEW VENDOR

Recruit a diverse pool of service providers



Design a fair, equitable interview process



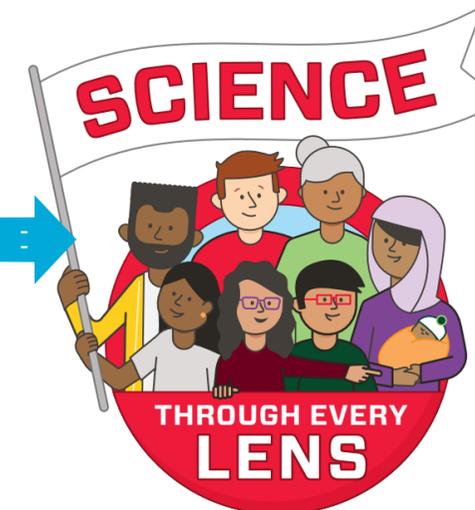
Onboard with a shared understanding of our values



Agree upon outcomes and measures



The cumulative effect of our actions adds up to a big overall impact.



OMSI's commitment to equity is vital to achieving our 20-year goals. Our 5-year strategic plans and operations will help us systemically evolve to become an anti-racist, multicultural and inclusive organization.

At times, we may improve in some areas and regress in others. We are confident that even our mistakes will generate knowledge necessary to improve our equity outcomes over time.

AGREEMENT FOR COMMUNITY TECHNOLOGY GRANT

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

RECITALS:

This Agreement is entered into for the purpose of providing the Commission's grant funds for the Grantee's Rockwood Playhouse for the Arts Educational Video Library Project.

AGREEMENT:

1. Grant Amount, Use of Grant

Grantee is awarded an amount not to exceed \$52,246 for specific capital costs related to the Grant project. Grantee shall use the Grant funds exclusively for the purposes outlined in its Grant Application (the "Grant"). The Grant Application is attached to this Agreement as Attachment 1, and incorporated herein by reference. Grantee shall not use the Grant funds for any purposes other than those set forth in Attachment 1.

2. Project Manager

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

3. Payments

Upon submission of an invoice from Grantee, and upon certification by the Project Manager that the invoice is in accordance with this Agreement, the Commission shall pay to the Grantee \$52,246 as specified in the invoice within thirty (30) days after receipt of the invoice.

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

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

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

Grantee shall repay to the Commission, thirty (30) days prior to the expiration date of this

Agreement, any Grant funds that have not been expended for Grant purposes.

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

4. Records

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

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

5. Reports

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

Interim Status Reporting periods are April 1, 2021 through June 30, 2021; July 1, 2021 through December 31, 2021; January 1, 2022 through June 30, 2022; July 1, 2022 through September 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 November 30, 2022.

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

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

Grantee shall immediately provide notice in writing by electronic mail to the Project Manager when Grantee anticipates or realizes any deviation in the Grant project which may result in

Grantee's inability to complete the Grant project as originally submitted and approved by the Commission.

6. Project and Fiscal Monitoring

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

7. Audit

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

8. Publicity

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

9. No Other Obligations/Complete Agreement

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

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

10. Representations

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

11. Indemnification

Grantee shall hold harmless, defend, and indemnify the MHCRC, and its officers, agents and employees against all claims, demands, actions, and suits (including all costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement.

Prevailing wage indemnity. Grantee agrees to indemnify, defend, and hold harmless MHCRC, its employees, officers, and agents, from and against any claim, suit, or action, including administrative actions, that arise out of Grantee's failure to comply with ORS 279C.800 to 279C.870 and any applicable administrative rules or policies.

12. Compliance with Laws

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

13. Independent Contractor Status

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

13. Amendment

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

14. Term of the Agreement

This Agreement becomes effective on April 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 be limited to, Project Manager's concerns about Grantee's ability to complete the Grant in accordance with this Agreement or any other non-compliance with the Agreement.

18. Non-Discrimination

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

19. Severability

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

20. Choice of Law and Choice of Forum

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

21. Survival

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

22. Assignment

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

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

23. Electronic Means

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

24. Notice

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

If to the Commission:

Attn: Rana DeBey, Project Manager:
Mt. Hood Cable Regulatory Commission
c/o City of Portland/ OCT
1120 SW 5th Ave, Suite 405

Portland, OR 97204
Email: rana@mhcrc.org

If to Grantee:

Attn: Michele Brouse Peoples
East Metro Arts, Community & Culture (EMACC)
11039 SE Stephens Court
Portland, OR 97216
Email: trilliumhouselearning@gmail.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 COMMUNITY TECHNOLOGY GRANT: Rockwood Playhouse for the Arts
Educational Video Library

GRANTEE: East Metro Arts, Community & Culture (EMACC)

BY: _____ Date: _____

Name: _____

Title: _____

MT. HOOD CABLE REGULATORY COMMISSION SIGNATURES:

By: _____ Date: _____
Mt. Hood Cable Regulatory Commission Chair

Approved as to Form:

By: _____ Date: _____
Mt. Hood Cable Regulatory Commission Attorney



Application

01422 - 2021 Community Technology Grants

01609 - Rockwood Playhouse for the Arts Educational Video Library

Community Technology Grants

Status: Submitted

Original Submitted Date: 03/01/2021 2:54 PM

Last Submitted Date: 03/17/2021 11:49 AM

Primary Contact

Name: Michele Brouse Peoples

Salutation First Name Middle Name Last Name

Email: trilliumhouselearning@gmail.com

Phone:* 503-267-2750

Phone Ext.

Title:

Organization Information

Organization Name: East Metro Arts, Community & Culture EMACC

Organization Type: Non-Profit Entity

Tax ID: 93-0816082

Organization Address: 11039 SE Stephens Court

City* Portland Oregon 97216

City State/Province Postal Code/Zip

Phone: 503-267-2750

Project Narrative

Total Grant Funds: \$52,246.00

Total Match Funds:	\$58,500.00
Total Funds:	\$110,746.00
Proposed Technology	Video production equipment
Public Benefit Area	Reducing Disparities
Project Purpose	

In defining the project purpose, applicants must:

While the mission of the Rockwood Theater is to be a theater of community where strangers become friends, families create memories and experiences build pathways to joyful inspiration and belonging. Driven by committed volunteers, the Rockwood Community Playhouse is the foundational group from which volunteers for this project will be drawn. Members are currently teachers, parents, students and siblings who bring a wealth of energy and capability to the theater. They in turn will help with outreach to bring friends and neighbors on board continually building a large and sustainable team of dedicated community. This program is addressing how BIPOC (Black, Indigenous, People of Color) and low-income communities access **media education/training curriculum and delivery provided by Metro East Community Media, for a fully accessible media education/training opportunities without barriers of language or culture.

**Media Education component is the teaching and training of Rockwood Playhouse Volunteers and students in the use, care and maintenance of equipment and software used to produce finished video content for the Rockwood Playhouse Video Library.

In producing theater for neighbors and friends they build enriching experiences that enhance their life and well-being. Extending the joy of that outcome to the entire community, the practical disparities of access include:

To technology equipment; cameras, lighting, editing software etc. that will expose, train and engage: youth age ten, young adults, families and senior community members.

To theater arts; music, dance, storytelling, staging, language, and culture.

To leisure enrichment programming that fosters a sense of community belonging, a protective factor for decreased drug and alcohol use in young people.

Volunteer and theater members are provided with the opportunity to work in a team, to be share their cultural knowledge and exchange that living capital.

Reading and communication skills, language skills, public speaking, memorization skills.

Hands on learning, working hard building sets and making costumes involves pre-planning and scheduling, strengthening employment and work readiness skills.

The BIPOC children, youth, volunteers, families and community members that will be the key beneficiaries of this project are from the city of Gresham where 16% of children live in poverty and 16.5 % are also foreign born.

[Povertyhttps://censusreporter.org/profiles/16000US4131250-gresham-or] In the Reynolds school district, (www.reynolds.k12.or.us/fastfacts) of which Rockwood Preparatory Academy is a part and where the program will be housed, 100 languages and dialects are spoken. The school itself is 88 % free and reduced lunch with 30 % the students as English language learners. The Rockwood community is home to large and vibrant BIPOC populations that will be the focus of the service for this project.

The diversity, equity and inclusion plan includes specific outreach, partnerships with diverse organizations and cultural equity and inclusion measures that include;

Selection of material and content that is culturally relevant and reflective of our diversity.

Supporting and developing affinity groups within the theater community.

While these diverse groups are coming together to create theater, music and art they will be a majority BIPOC group that includes a history of LGBTQ membership, dedicated to fully equitable, affordable access to the technology and media education provided by these funds. We know this need is acute as, in 2017, 2018, and 2019 media and afterschool programs, delivered in partnership with MetroEast Media, were highly sought after by families and at capacity each time the programs were offered. Theater productions have been wildly popular, and very well attended by family members, neighbors, friends and theater goers.

The project will utilize video equipment, lighting and technology will allow the theater to tape and record productions. These recordings will be mixed and edited, by participants who are learning to create educational and literary based productions. These theatrical and culturally enriching concerts and performances will be 30 minutes to two hours in length and will be made available to educators, families and community members for viewing. Additionally, MetroEast our Community Media Center partner will be showing the performance on community media channels for wider viewing. All materials will provide the community with information on how to access or volunteer with the program, who provided the resources and all of our partners.

The material for the productions will come from historical and contemporary literature. The theater program selections are made by the theater "Roundtable". A group of professional educators, parents, theater professionals and community members who

will select the material from Oregon Dept. of Education arts and literature classics. In utilizing this list, most of the videos will have additional curriculum and study guides available for teachers. Material will be family oriented, and sometimes culturally specific presentations, that will be performed in a language other than English. When this is the case, the printed material and video components of that production, will have English translation introductions.

In this project there will be two full production videos completed. These will be taped and produced from a video of an entire live theater production. Three smaller productions may include dance, music or other culturally relevant artistic presentations. The productions will draw the talent, culture, and diversity of our Rockwood and East County community and allow teachers to enhance literature curriculum.

While each video and performance will be shown on Community Media, the Rockwood Playhouse YouTube channel will allow wide access for education and entertainment. Through the Rockwood Playhouse theater website, the streaming link will be requested allowing the virtual "checkout" from the YouTube channel. This will require a small fee and provide a specific but limited, viewing window. DVD's will be available to schools, civic and community groups or families for a defined time period and a small checkout fee.

(This field has a character limit of 7000)

Measurable Project Outcomes

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

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

Measurable project outcomes:

1. The Rockwood Playhouse Video Library will produce **two full length staged productions (will run approximately 150 minutes/2.5 hours)**, appropriate for public school curriculums for video library and to share with the community media centers. Includes work with technology equipment; cameras, sound, lighting, editing software.
2. Produce at least **three community musical or dance performances (will run approximately 150 minutes/2.5 hours)** for video library and to share with the community media centers.
3. We **will train approximately 20 volunteers (students and community members) in media education for 21.5 hours each, for a total training hours of 435**. Our Media Education component is the teaching and training of Rockwood Playhouse Volunteers and students in the use, care and maintenance of equipment and software used to produce finished video content for the Rockwood Playhouse Video Library. We will track the demographics of the volunteers.
4. We will work with **a minimum of 50% volunteers** who describe themselves as part of our targeted beneficiaries (BIPOC community, LGBTQ+, low-income, etc).

The Rockwood Playhouse has a paper Registration form for Volunteers. We will expand this form process and track electronically, to specify and target the Library Project Training and Video production, using Office Business software i.e. spreadsheets, graphing and maps.

(This field has a character limit of 1500)

Evaluation Plan

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

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

The Evaluation Plan will include a written report of the following data with narrative of qualitative information captured from participants in program surveys, photos and quotes. The data collected will be done with technology based / Excell systems. The Implementation of the Project will commence on the date the first piece of Technology/equipment is purchased, hopefully April 2021, immediately followed by the tracking data- Evaluation Plan- that will continue through training and production of Videos for Library, and ending on about September of 2022.

- 1) Volunteer/Participant registration: volunteer, student and community member registration forms will be technology based, and will capture demographics, participation, technology use and track hours of engagement.
- 2) Media education/training opportunity hours will be tracked by attendance, date, time, production, and location.
- 3) Numbers of productions in total completed for the library.

(This field has a character limit of 2500)

Project Partners

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

Please list project partners as confirmed or unconfirmed.

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

Rockwood Preparatory Academy John Nelsen ED, 503-907-1023 Confirmed
jnelsen@rockwoodprep.org
740 SE 182nd, Rockwood, 97233
Media education venue includes; classroom, stage, storage, and performance venue

Metro East Media Seth Ring, Director of Education and Volunteers 971 266 3250 Confirmed
829 NE 8th St., Gresham 97030
Training, mentorship and purchase help of multi-camera video and editing equipment.
Use of MetroEast equipment for training.

Mt Hood Community College Theater Department Josh Blomberg blomberg.josh.a@gmail.com
12000 SE Stark, Gresham OR 97233
Mentorship and training for digital theatrical sound and lighting equipment.
Tentative confirmation

(This field has a character limit of 3000)

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

Technical Design

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

There are two specific areas where the technology and video equipment will compose the technical design. In partnership with Metro East Community Media, the media education and equipment use will be provided to students and community at the Rockwood Playhouse for the Arts. With the expertise of the Community Media staff, the training will be an estimated 430 hours and prepare participants to set-up and take down video, sound and tech equipment. Curriculum` includes terminology, camera operations, sound, lighting and staging for production management. Editing of video will be included, through a software program, allowing volunteers to work from initial set-up of the camera, to editing and release.

The second technology and video equipment use is actual video recording of live theater and artistic performance. Taping productions will be done with Metro East Community Media staff who will mentor volunteers behind the cameras, the lighting and sound boards. The volunteers will eventually be able to manage the entire video production, coordinating all the elements of recording theater and performance.

All of these fixtures and equipment were suggested by Media Education and Theatrical professionals. The equipment and fixtures will be part of the Infrastructure /Facilities Construction. Volunteers will train and maintain / upgrade technology. It is expected that the following equipment will be utilized: Black Magic ATEM mini switcher, Panasonic HC 4k cameras, Wireless Mic set up, MacBook Pro, Tripods, various cables and mixer boards. Sound: software, audio mixer, wireless mics, speakers, sub-woofer, power amp. Lights for stage: software, light board, hardware for 16 lights, 16 light units, gels, cables and lamps.

The organizational capacity of the Rockwood community theater encompasses four areas of focus. First, the facility allows for the storage and utilization of the equipment as needed for both training and video of actual performances. The stage, dressing rooms and rehearsal space allows for the on-going development of theater and live performance, video of same and further development of the library project. Second, the board and volunteers are an ever growing and on-going network of community members, families and students who reside near to or attend the Rockwood Preparatory Academy. Theater productions are popular, teachers in the district enjoy participating and supporting the theater and the families and community residents enjoy attending the performances. The third area is the dedication and professional knowledge, skill, energy and partnerships that members of the faculty of the school, performers, parents and supporters bring to the programs. Talent, ingenuity, creativity, and experience in theater production contribute to the over-all capacity of these efforts. Fourth is, sustainability, it will be a "train the trainer" model, where volunteers learn to use the equipment, and then be required to mentor new volunteers. This enables the equipment to be utilized and the video library to grow.

(This field has a character limit of 5000)

Proposed Project Start and End Date:

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

Proposed Start Date (month/year): April 2021

Proposed End Date (month/year): Sept 2022

Implementation Plan

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

Plan for implementation

The Rockwood Playhouse Volunteer Roundtable, (a creative group, approximately 15 people) made up of Educators, Construction professionals, and business owners. They will participate in the Media Education/training, on all equipment. These Roundtable members will also be providing the Infrastructure and Facility Construction as each piece (s) of equipment are purchased, installed or set up. Additional volunteers come from participation in the theatrical productions.

Roundtable members reach out through their social media platforms and local news outlets to musicians & arts groups to perform. We also open our stage for local cultural festivals. We provide lights, stage and sound and Video these performances for our Library, to be enjoyed again and again. **At least three of these performances, festival or concert will be videoed by September 2022.**

The stage lighting/ sound equipment will be purchased with grant funds, **April to June 2021**. This part of the Project is for **facilities construction**.

Multi-camera and editing equipment purchased. **April, May 2021**

All media education/training opportunities will be at the Rockwood Prep Academy to begin **May 2021**.

Volunteers from the Community are trained to operate, repair and manage all Technology. Training is done by Metro East Media and Mt Hood Community College Theater Department. Training partners, MHCC and MetroEastMedia, will mentor Library Video productions.

Our first theatrical stage production will begin meetings & rehearsals at the end of **July 2021 with show opening November 2021**.

Simultaneously & ongoing, **July 2021- August 2021**, our Roundtable members will actively seek community arts and performance groups to utilize our venue and video production technology. Typically our Roundtable members are active on social media and in the community touting the Rockwood Playhouse's affordable possibilities to showcase their talents. **These performances will be part of the 3/ three Video Library projects.**

(This field has a character limit of 2000)

Budget Narrative

Budget Narrative

The Rockwood Video Library project will reside within a volunteer and donation reliant community organization. The Rockwood Playhouse for the Arts, is under the fiscal sponsorship of EMACC. Creating a Video Library will give us an asset to grow, and broader reach for an assessable, affordable creative outlet for an underserved community. The Grant fund and equipment will jump start the Video Library asset, and contribute to the sustainability of the Rockwood Playhouse for the Arts.

Personnel:

Personnel for this project will be all volunteer. The **equipment manager** volunteer will procure, install and manage all capital video and technology equipment. The **camera and video recorder** for each production will be shared among several volunteers in training, recording the productions using video equipment. The **camera/video director** will plot cameras, direct lighting and filming for each production and will have a mentee. **Theatrical Sound Tech Director** will plot sound, set technology monitoring equipment and manage mics. **Theatrical Light Tech Director** will design lighting, set lights, timers and controls. Video and theatrical operators and actors, design, staging, sets, costumes and other production contributors. These hours have been calculated based on prior theater productions. The estimated amount of time for pre-production, production, videotaping and editing is approximately 20% of their total volunteer hours on any theater show, or 1,371 hours, with actual hours reported.

Grant funds: 0

Match funding: \$31,533

Education & Training:

Training to operate and operating equipment, mentorship for all equipment utilization and installation is provided by Metro East Media / Media Education/training programs. Set up, take down, storage, troubleshooting and care of equipment will be included in the training. Estimated 435 hours.

Grant funds: 0

Match funding: \$10,000

Overhead:

Media education/training opportunities programs, theater venue to include stage, and electrical, restrooms, public entrance, parking and equipment storage will be at Rockwood Preparatory Academy. Also providing office and rehearsal space for 18 months, at a value of that exceeds \$200 per hour.

Financial management provided by East Metro Arts Culture and Community, bookkeeping, insurance, taxes provided over course of 18-month grant contract in addition to ongoing assessment, project monitoring and reporting.

Windows for Business, Microsoft Office Suite Software products and subscriptions will be used specifically for the business of the Video Library, ie Excel / spreadsheets for check out and inventory, labeling of physical check-out material, creating educational "packets" for classrooms, insructions, fliers, and program content descriptions, video equipment inventory & maintenance.

Grant funds \$520

Match funds: \$16,500.

Grant Funds Requested

Multi Camera Equip for filming and editing: Black Magic ATEM mini switcher \$895, HDMI Cables (2) 50' , \$89.98 ea & (2) 100' \$ 259.98, Four Panasonic HC 4k camera, \$3,199 ea. \$12,796. Four camera cases \$151.15 ea. \$605.8, Four Manfrotto Tripods, \$518.87 ea., \$2075.48. Four sets of re-chargeable video camera batteries, \$253.50 ea., \$1014. One MacBookPro Lap top, for use with switching cameras, lighting and control \$3,000 with a case for same, \$20.00. Wireless Mic system for cameras, \$920 and software for same, \$1,000, body mics or production wireless Mic's, \$4,000. Software purchase [CyberLink PowerDirector 365] for editing and video networking \$240 subscripton. Two licenses \$100 ea. annually for Windows for Business & Microsoft Office Suite. This includes subscription for the length of the project.

Mixer for sound and lighting \$2000, light board, \$2000.

Grant funds: **\$30,676.00**

Matching: 0

Sound Lights and Stage

Lighting is: Long Throw theatrical show package \$12,500 [Contains: lighting stands, multi-lens pars, safety cables, 16 lights,

floor boom bases, channel programmable dimmers, gels, lamps/ bulbs, 16 channel controller, DMX cables ties, sandbags, clamps, cables and ties], four two-way full range speakers, \$3600, Power Amp, \$950. Hardware for hanging 16 lights and units etc. \$2000.

Grant funds: **\$19,050**

Matching: 0

Infrastructure/ Facilities Construction

These funds provide for light bars mounting brackets, screws, 2x4" boards and lumber, nails, zip ties, gaffing tape, cables, electrical outlets and switches, door lock, acoustic paneling and additional lamps bulbs for 16 fixtures. Fully costing these items is not available due to unknown need prior to full program implementation, this is a conservative total.

Grant funds: **\$2,000**

Match funding: \$0

Line Item Budget

Cost Category	Grant Funds	Match Amount	Project Total
Personnel	\$0.00	\$32,000.00	\$32,000.00
Education and Training	\$0.00	\$10,000.00	\$10,000.00
Travel	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Equipment	\$49,726.00	\$0.00	\$49,726.00
Infrastructure/Facilities Construction	\$2,000.00	\$0.00	\$2,000.00
Miscellaneous	\$0.00	\$0.00	\$0.00
Overhead	\$520.00	\$16,500.00	\$17,020.00
Totals	\$52,246.00	\$58,500.00	\$110,746.00

Supplemental Material Attachments

Final Application Signature

Signature of Duly Authorized Representative

Michele C Brouse Peoples

Date

02/28/2021

Title

EMACC Executive Director

Phone

503-267-2750

E-mail

trilliumhouselearning@gmail.com

AGREEMENT FOR COMMUNITY TECHNOLOGY GRANT

This Agreement is between the Mt. Hood Cable Regulatory Commission (Commission), through the Office for Community Technology (OCT), Growing Gardens (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 Virtual Education for Food Justice Project.

AGREEMENT:

1. Grant Amount, Use of Grant

Grantee is awarded an amount not to exceed \$29,656 for specific capital costs related to the Grant project. Grantee shall use the Grant funds exclusively for the purposes outlined in its Grant Application (the "Grant"). The Grant Application is attached to this Agreement as Attachment 1, and incorporated herein by reference. Grantee shall not use the Grant funds for any purposes other than those set forth in Attachment 1.

2. Project Manager

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

3. Payments

Upon submission of an invoice from Grantee, and upon certification by the Project Manager that the invoice is in accordance with this Agreement, the Commission shall pay to the Grantee \$29,656 as specified in the invoice within thirty (30) days after receipt of the invoice.

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

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

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

Grantee shall repay to the Commission, thirty (30) days prior to the expiration date of this

Agreement, any Grant funds that have not been expended for Grant purposes.

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

4. Records

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

Grantee agrees to keep accurate and complete financial records that will enable the Commission to easily determine the use of Grant funds and the allocation method of Matching Funds committed by Grantee and Project Partners in the Grant for the project. Grantee shall maintain all financial records related to the Grant for 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 submit Interim Status Reports and a Final Status Report (collectively referred to as 'Report(s)') to the Project Manager using the Commission's online grants management system. The Reports shall include both programmatic and financial information as established by the Commission. For a Report to be acceptable to the Project Manager, the Grantee shall document and clearly describe the progress of the grant scope in accordance with the reporting schedule defined below.

Interim Status Reporting periods are April 1, 2021 through June 30, 2021; 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 fund and Matching fund expenditures. The Report shall include copies of receipts or other evidence of payment for actual grant funded capital costs incurred by Grantee related to the Grant.

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

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

Commission.

6. Project and Fiscal Monitoring

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

7. Audit

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

8. Publicity

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

9. No Other Obligations/Complete Agreement

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

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

10. Representations

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

11. Indemnification

Grantee shall hold harmless, defend, and indemnify the MHCRC, and its officers, agents and employees against all claims, demands, actions, and suits (including all costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement.

Prevailing wage indemnity. Grantee agrees to indemnify, defend, and hold harmless MHCRC, its employees, officers, and agents, from and against any claim, suit, or action, including administrative actions, that arise out of Grantee's failure to comply with ORS 279C.800 to 279C.870 and any applicable administrative rules or policies.

12. Compliance with Laws

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

13. Independent Contractor Status

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

13. Amendment

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

14. Term of the Agreement

This Agreement becomes effective on April 1, 2021, unless Grantee fails to sign and return the Agreement to the Commission within thirty (30) days of Commission action to approve the Agreement, in which event this Agreement shall be null and void. The term of this Agreement is through, and including, November 30, 2022, unless extended or earlier terminated under the terms of this Agreement.

15. Early Termination of Agreement

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

- (a) Written notice provided to Grantee from the Commission before any obligations are incurred; or
- (b) Mutual written agreement of the Parties.
- (c) Alternatively, the MHCRC may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion.

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

16. Material Failure to Perform

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

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

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

Cause for Termination. If Grantee fails to cure the material breach within thirty (30) days of the written notice of termination, or if Grantee does not receive consent from the Project Manager to proceed with a cure plan and executes the cure plan satisfactory to the Project Manager, then the Commission may, at its sole discretion, require Grantee to refund to the Commission any amounts improperly expended, any unexpended amounts or the full amount of Grant funds paid by the

Commission to Grantee for the Grant project in compliance with the terms and conditions of this Agreement.

17. Suspension of Work

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

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

18. Non-Discrimination

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

19. Severability

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

20. Choice of Law and Choice of Forum

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

21. Survival

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

22. Assignment

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

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

23. Electronic Means

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

24. Notice

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

If to the Commission:

Attn: Rana DeBey, Project Manager:
Mt. Hood Cable Regulatory Commission
c/o City of Portland/ OCT
1120 SW 5th Ave, Suite 405

Portland, OR 97204
Email: rana@mhcrc.org

If to Grantee:

Attn: Rashae Burns, Home Gardens Director
Growing Gardens
3114 SE 50th Ave
Portland, OR 97206
Email: rashae@growing-gardens.org

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

AGREEMENT FOR COMMUNITY TECHNOLOGY GRANT: Virtual Education for Food Justice

GRANTEE: Growing Gardens

BY: _____ Date: _____

Name: _____

Title: _____

MT. HOOD CABLE REGULATORY COMMISSION SIGNATURES:

By: _____ Date: _____
Mt. Hood Cable Regulatory Commission Chair

Approved as to Form:

By: _____ Date: _____
Mt. Hood Cable Regulatory Commission Attorney



Application

01422 - 2021 Community Technology Grants

01608 - Virtual Education for Food Justice

Community Technology Grants

Status:	Submitted
Original Submitted Date:	02/26/2021 3:59 PM
Last Submitted Date:	03/16/2021 2:31 PM

Primary Contact

Name:	Emily	Keeler
	<small>Salutation</small>	<small>First Name</small>
Email:	emily@growing-gardens.org	
Phone:*	503-880-2515	
	<small>Phone</small>	<small>Ext.</small>
Title:	Technology and Virtual Education Manager	

Organization Information

Organization Name:	Growing Gardens		
Organization Type:	Non-Profit Entity		
Tax ID	93-1213728		
Organization Address:	3114 SE 50th Ave		
City*	Portland	Oregon	97206
	<small>City</small>	<small>State/Province</small>	<small>Postal Code/Zip</small>
Phone:	503-284-8420		

Project Narrative

Total Grant Funds:	\$29,656.00
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Total Match Funds: \$29,660.00
Total Funds: \$59,316.00
Proposed Technology Video production equipment
Public Benefit Area Reducing Disparities
Project Purpose

In defining the project purpose, applicants must:

Low-income households face many challenges to achieving food security and the adequate nutrition needed for a healthy, productive life. Families struggle to put good food on the table and food stamps, emergency food boxes, and food pantries often fall short of meeting the need. Hunger and food insecurity often lead to poor diets, increasing vulnerability for chronic diseases. Children who are hungry or poorly nourished do less well in school, both behaviorally and academically.

Other organizations address hunger and poor nutrition by directly providing food. Growing Gardens teaches people how to grow their own food, a small but revolutionary act that can change lives. Beyond food, the holistic impact of gardening is well documented: from mental and emotional wellbeing, to physical exercise, to a deeper connection to nature and to one's neighbors. Families in our program are consistently able to produce an abundance of food, allowing them to save money on groceries, reduce their need for emergency food boxes, and share extra produce with friends and neighbors. Our programs provide tools for families to combat and overcome the disadvantages they face and promote lifelong self-reliance and family food security.

A critical aspect to our participants' success is education. In our Home Gardens (HG) program we provide year-round classes on all aspects of backyard food production, as well as one-on-one mentoring for participants to learn practices specific to their garden and personal goals. In our Youth Grow (YG) program, we provide grade-appropriate educational content to teachers, allowing them to seamlessly integrate their math and science goals into hands-on learning opportunities in the garden. We also facilitate after-school learning opportunities for middle and high school students, focusing on the intersection of growing food and social justice. Our Chef in Your Garden dinner series partners with local area chefs to highlight seasonal food, culturally meaningful dishes, and share the histories and backgrounds of immigrants and people of color in the restaurant industry.

For years we have recognized that investing in virtual education could reduce disparities by making education more accessible to low-income individuals who face barriers of transportation, childcare, time, and schedule flexibility. Virtual content also allows for wider dissemination beyond our programs. We regularly receive requests from schools, other states, and even other countries for the written educational content that we have created and we expect this need to translate into digital media as well. While there is an abundance of virtual education online related to backyard food production and science-based learning for students, Growing Gardens takes a unique approach to our content: dismantling the white-and-western-centered narrative of gardening that has historically dominated the gardening community (in the US generally, and Portland specifically). There is a distinct lack of content being taught by people of color or Spanish-speakers, or content that highlights indigenous practices and culturally-significant crops and ways of growing and preparing food. Furthermore, the climate and growing conditions of the Pacific Northwest are highly specific and most of the mainstream small-scaled gardening content focuses on practices designed for the east coast.

This project would use technology to create and disseminate educational content related to: backyard food production, nutrition, cooking with fresh produce, hands-on science lessons for children, food justice, and highlighting chefs of color in Portland who are part of creating a better food system. This content would be in both English and Spanish, created and produced by a diverse team of community leaders, including native-Spanish speakers. We would broadcast our videos using the community media channels, including OpenSignal and MetroEast.

The intended audience and beneficiaries of the garden videos are low-income individuals, people of color, and immigrants living in the Pacific Northwest. In addition to the broader public who will have access to the videos through the community media channels, 200 families that are enrolled in the HG program will be recipients of the adult classes and videos. All of these families are living at or below 185% of the Federal Poverty Level, over half are Spanish-speakers, and 74% are people of color. Our youth-centered videos and classes will be targeted towards our 12 partner schools (Faubion K-8, Lent K-8, Kelly K-5, Whitman K-5, Scott K-5, Cherry Park K-5, Glenfair K-5, Davis K-5, Powell Butte K-5, Patrick Lynch K-5, David Douglas High School, Oakley Green Middle School) where 100% of the students qualify for the Federal Free Lunch program. Videos will be made for each grade level, and we will be connecting with teachers at each school to provide additional support. Through the community media channels, we hope that these videos reach teachers, educators, and parents looking to incorporate hands-on outdoor learning into their classrooms and lives. Our Chef In Your Garden video interviews will be shared through our networks and the community media channels to help these chefs gain the recognition and appreciation for their work that they deserve.

The model of Growing Gardens is to disrupt the traditional dichotomy between the “organization” and “the community”. Seven of our staff members were participants of our HG program and now work with cohorts of families living in their neighborhoods. We integrate community involvement into every aspect of our program planning, ensuring that we are investing resources and power directly into the communities most impacted by the issues we are seeking to address. We have a clear and articulated mission of dismantling racism that is integrated into every aspect of the organization, meaning that we view all practices, policies, and decisions that we make as an organization through the lens of “does this uphold or dismantle the racial hierarchy”. We regularly provide opportunities for our staff and board to better recognize the structural sources and impacts of racism and each individual's unconscious manifestations of racial inferiority/superiority. Both our staff and board are reflective of the racial make-up, economic status, and life experiences of the communities that we work with.

(This field has a character limit of 7000)

Measurable Project Outcomes

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

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

Outcomes:

1. Increased knowledge - 80% of participants increase their knowledge of how to grow food, 80% of participants increase their knowledge of how to prepare and cook fresh produce
2. Improved Nutrition - 80% of participants increase their fruit and vegetable consumption
3. Increased self-reliance - 80% of participants save money on groceries, 30% decrease their emergency food box usage
4. Engagement in healthy activities - 70% of participants increase their physical activity, 80% experience therapeutic benefits of gardening

Outputs:

12 videos on environmental science and healthy food specific for grades k-5 will be shared to the community media channels and directly with teachers at our partner schools (5-15 min long each, some longer)

14 videos on specific aspects of backyard food-production for adults (both English and Spanish) will be shared to the community media channels and shared directly with Home Gardens program participants (5-10 min long each)

10 video interviews with local Portland-area Chefs - primarily people of color and immigrants, talking about the history of their food, their personal story, and their restaurants - will be shared with the community media channels (10-20 min long each)

14 video class recordings on backyard food-production for adults (both English and Spanish). Videos will be taught as classes via Zoom, recorded, edited and shared on the community media channels (30-45 min long each)

(This field has a character limit of 1500)

Evaluation Plan

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

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

Growing Gardens defines success through a holistic framework that honors different ways of knowing, is culturally responsive, and is rooted in direct responsibility to the communities we work with. Our team of Community Organizers are uniquely positioned to define our evaluation process in that they have been through the program and are now running the program in their own neighborhoods. Through extensive relationship-building with participants we are in an on-going process to identify the key goals that families have for themselves and their communities. We recognize the limitations in measuring and quantifying many of the longer-term impacts, but we are committed to an evaluation process that results in meaningful feedback, reflection, and programmatic improvements.

For the purpose of this project, we define and measure success through the following:

1. Increased knowledge - 80% of participants increase their knowledge of how to grow food, 80% of participants increase their knowledge of how to prepare and cook fresh produce
2. Improved Nutrition - 80% of participants increase their fruit and vegetable consumption
3. Increased self-reliance - 80% of participants save money on groceries, 30% decrease their emergency food box usage
4. Engagement in healthy activities - 70% of participants increase their physical activity, 80% experience therapeutic benefits of gardening

For our Home Gardens program we collect data through annual participant surveys, interviews with participants during staff site visits, mentor evaluations, workshop evaluations, and focus groups. For our Youth Grow program we do an extensive online survey of teachers, educator observations, 5th grade (and on) student surveys and collect student work (when possible). We regularly review demographic data to determine our effectiveness in reaching populations most affected by hunger and food security.

We currently have a grant through the United States Department of Agriculture (USDA) to expand the Home Gardens program into Gresham and North Clackamas County and a critical aspect of that grant is funding to hire an external evaluation consultant to work with our team. Our goal in working with an external evaluator is to help strengthen our current evaluation strategies, as well as train our team in the theory and practices of program evaluation so that our program/organizations does not need to rely on external evaluators in the future.

(This field has a character limit of 2500)

Project Partners

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

Please list project partners as confirmed or unconfirmed.

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

All Chefs listed will be interviewed for a chef video, donating 3 hours of their time while they prep and cook a meal (that we will film) and participate in an interview about their restaurant, personal history, connection to food.

Carlo Lamagna, Dante Fernandez, Roberto Almodovar - carlo@magnapdx.com, jeepneyeats@gmail.com, roberto@magnapdx.com - Collective chefs and owners Bit House Collective: In-kind donation estimated at \$35 per hour -\$105 (each), \$315 (total)

Diane Lam - diaaa.lam@gmail.com - Chef and owner of Pray and Tell: In-kind donation estimated at \$35 per hour - total \$105

Richard Vn Lê - mattapdx@gmail.com- Chef and owner of Matta: In-kind donation estimated at \$35 per hour - total \$105

Amalia Sierra - info@tierradelsolpdx.com - Chef and owner of Tierra del Sol: In-kind donation estimated at \$35 per hour - total \$105

Fatou Ouattara - info@akadipdx.com - Chef and owner of Akadi: In-kind donation estimated at \$35 per hour - total \$105

Kiuana Nelson - rockstarrkee@gmail.com - Chef and owner of Kee's Loaded: In-kind donation estimated at \$35 per hour - total \$105

Jane Hashimawari - ippaipdx@gmail.com - Chef and owner of Ippai: In-kind donation estimated at \$35 per hour - total \$105

Thuy Pham - Thuy@mamadutfoods.com - Chef and owner of Mama Dút: In-kind donation estimated at \$35 per hour - total \$105

Eleni Woldeyes - eleni@eleniskitchen.com - Chef and owner of Eleni's Ethiopian Kitchen: In-kind donation estimated at \$35 per hour - total \$105

Ramon Shilo - ramonshiloh@gmail.com - Chef: In-kind donation estimated at \$35 per hour - total \$105

(This field has a character limit of 3000)

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

Technical Design

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

Technology proposed:

Laptops: Our team of Community Organizers (all past participants who have been through the Home Gardens program and are now part-time staff members working with families in their own neighborhoods) have not used computers as a significant aspect of their positions. They primarily have used their personal cell phones - text being the most successful way of communicating with gardeners, and with smartphone technology, they can do the basic email communication required as part of their positions. Our classes have always been taught in-person, using hands-on, popular education methods.

However, in order to start producing high-quality video content and teach high-quality online classes (which will then be shared as videos on the community media channels), these staff will need access to laptops. They will use these laptops to create virtual presentations (using Powerpoint or Google Slides), which will then be used in the online Zoom classes in order to add photos and text for visual learners, and embedded videos to enhance the class content. These videos will be recorded and edited as part of the educational material provided to the community media channel. For the 58 online classes, our staff need laptops that they can use to create virtual presentations (using Powerpoint or Google Slides), create promotional or educational material for the classes, and teach the classes via Zoom. We will purchase 5 laptops that have a higher capacity for the staff members who will be receiving video-editing training and who will be responsible for producing the 36 videos (Mac Book). We will purchase 6 laptops that do not need to be as high capacity (HP 15t-eg000, Latitude 3410).

Digital SLR Camera and lenses: For high quality video footage and photo stills for chef interview videos and garden education videos. Nikon D850 DSLR Camera Deluxe Kit, 105mm Macro Lens and 70-200mm lens.

Field Audio recorder: To ensure sound quality. Zoom H6 (2020 Version) 6-Track Portable Recorder

Cloud Storage: To store video recordings and share educational materials and content

External Hard Drive: To store and transfer video recordings for editing

Additional cords: for transferring data, adaptors, etc. Monotype Select Series 4 Port USB-C to USB-A 3.0 Adapter Hub; Rode SC7 3.5mm TRS to TRRS Patch Cable; UGREEN Headphones Adapter for Apple MFi Certified iPhone Lightning to 3.5mm Jack Converter

Zoom License: We plan to record all of the live classes that we teach via Zoom so that we can edit and share them over the community media channel. In order to record and have the functionality of Zoom to teach classes longer than 45 minutes, we will need to purchase a year-long Zoom license. The 10+ staff involved in this project will share 3 basic licenses and 1 webinar license.

Ipad and Hotspots: Ipad will be used for filming videos and to teach classes from the garden, which will be recorded, edited and made into educational videos. iPad 10.2-inch and Straight Talk Franklin Hotspot.

External Monitor (2): For ease and health of our staff that will be doing editing, we plan to set up (2) external monitors. Dell 24 Monitor.

Gimbal (4): Because we have many staff learning to make videos and only 1 DSLR camera, we will shoot some of the footage for videos using cell phones. The gimbals will ensure a higher level of video quality by stabilizing the phone. DJ OSMO Mobile 3 Combo

Tripod (4): For filming videos using dslr, gimbal/phone, and ipads, we will need lightweight, compact, yet sturdy tripods that work with a variety of video capturing devices. GEETO 58" Compact Lightweight Aluminum Tripod or the Magnus TR-13 Travel Tripod with Dual-Action Ball Head.

Lighting Kit: To ensure quality lighting in indoor videos. Aputure Light Storm LS C120D II LED Light Kit with V-Mount Battery Plate, Impact Heavy-Duty Air-Cushioned Light Stand, Westcott Scrim Jim Cine Frame Set and Full-Stop Diffuser Fabric, Interfit F5 Three-Head Fluorescent Lighting Kit with Boom Arm.

Microphone (3): We will use a combination of lavalier and shotgun microphones to capture higher quality sound for our videos. Lavalier Microphone, Rode VideoMic Camera Mount Shotgun Microphone, Zoom iQ6 Stereo X/Y Microphone for iPhone/iPad.

Video editing licenses: We would like to purchase Adobe Premiere Pro for our video editing software, however the new M1 MacBook Pro is not yet compatible with Adobe, in which case we would use iMovie.

Future Maintenance/Upgrades: By investing in quality products, we hope to use this equipment as long as possible. We anticipate that through the additional capacity provided by this equipment to make quality videos and share them through the community media channels, we will also be expanding our visibility as an organization and our base of community support. While we may apply for future grants to upgrade this technology, it is our goal to build stronger community connections and a broad base of support in order to rely less on grants.

(This field has a character limit of 5000)

Proposed Project Start and End Date:

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

Proposed Start Date (month/year): 04/2021

Proposed End Date (month/year): 07/2022

Implementation Plan

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

Step 1 Training (April '21 - July '21)

Train staff on creating content for videos/classes and using the equipment. We have (1) experienced staff member who will be using our model of peer leadership to teach less experienced staff. We anticipate that we will host (3) initial trainings to introduce the basics, and then use each video or class creation as a learning tool itself. Milestones: 10 staff members attend at least 2 trainings.

Step 2 Planning (April '21 - July '21)

Staff will collectively determine the scope of educational content, determine grade-level appropriateness, and timing for filming based on the season and what is relevant and available in the garden at that time of year. Staff will divide up video content based on individual interest and capacity, and ensure that video content encompasses a wide range of cultures and perspectives. Milestones: 36 videos and 58 classes are assigned and scheduled.

Step 3 Creation (May '21 - June '22)

Staff organize classes and film videos. Staff will use Zoom to teach and record the classes (youth classes will not be recorded). Content that is taught through classes will be edited into videos and sent to the community media channels as they are produced. Milestones: 58 classes are taught over 15 months (avg of 4 classes per month). 36 videos are created over 15 months (avg of 2.5 videos per month).

Step 4 Evaluation/Reporting (May '21 - July '22)

We will be asking participants to provide feedback on the classes and videos in order to better understand the impact and ways to improve these educational tools. We will use a continuous method of data collection so that we are taking feedback and using it to inform future video and class content. Milestones: Surveys, grant report, and financial report.

(This field has a character limit of 2000)

Budget Narrative

Budget Narrative

Personnel

Home Gardens Director

The Home Gardens Director will provide project oversight, ensure that goals and timelines are being met, that equipment is purchased and tracked, and oversee the evaluation and program improvement. Estimated 183 hours at \$30 hourly plus fringe benefits

Grant Funds: \$0

Matching Funds: \$5,500

Home Gardens Manager

Our Home Gardens Manager is responsible for coordinating all the efforts of our Community Organizer team, ensuring that they have the training, supplies, and support to administer the Home Gardens program in their neighborhood. The Home Gardens Manager is in charge of all backyard garden installations for families in the program. The Home Gardens Manager will assist with video creation and staff training. Estimated 280 hours at \$25 hourly plus fringe benefits

Grant Funds: \$0

Matching Funds: \$7,000

Home Gardens Community Organizers/Coordinators

Our team of Home Gardens Community Organizers do outreach to income-qualified families in their neighbors to enroll in the Home Gardens program. They do initial site visits, soil tests, provide seeds, plant starts, and fertilizer, and the education and support for families in their cohort. They will be responsible for creating/editing/producing 14 videos on backyard food production for adults (English and Spanish) and teaching and teaching 14 online classes on backyard food production for adults. Estimated at 225 hours at \$20 hourly plus fringe = \$12,000

Grant Funds: \$0

Matching Funds: \$4,500

Gabi Villanueva - HG Community Involvement Coordinator

Gabi is a team member with a background videography. She will be working alongside our IT consultant, to research, purchase, and set up the appropriate equipment for our team. Gabi will be creating, filming, and producing the 10 videos featuring Portland area Chefs of color. She will offer (1) 3-hour training to the team of staff members on how to use the videography equipment for making videos. Estimated at 15 hours at \$25/hour

Grant Funds: \$375

Matching Funds: \$1,000

Youth Grow Educator Team

Our team of Youth Grow Educators work alongside our partner schools to develop school garden programs that encourage hands-on learning in the garden, exposure to nutritious foods, and appreciation of nature and culture. Youth Grow Educators maintain the school gardens (weed, water, plant, etc) so that the gardens can be used as educational spaces. Youth Grow Educators will be responsible for creating 12 videos on environmental science and healthy food specific for grades k-5, teachers, and educators (to be shared on the community media channel) and 44 virtual food justice classes (which will not be recorded or shared because of youth privacy issues).

Grant Funds: \$0

Matching Funds: \$7,400

Education and Training

Training: We would like to send 3 staff members to video production training. It is our intention to work with Open Signal as soon as their capacity allows. Estimated at \$750 per person. Plus additional one on one training, 2.5 hours at \$100 per hour.

Grant Funds: 2,500

Matching Funds: 0

Contractual

IT Consultant

Terril Jarvis, Electronics Unlimited, is an IT consultant that has worked with Growing Gardens in the past. He has a working knowledge of our systems and network, and will be consulting with Gabi on equipment for this project. He will also be responsible for setting up the equipment and installing appropriate software, in order to get everything ready for our team to use. Estimated at 10 hours at \$100 per hour.

Grant Funds: \$1,000

Matching Funds: 0

Chefs (see list in partner section): 12 chefs will be interviewed for 10 chef videos, donating 3 hours of time each while they prepare and cook a meal (that we will film) and participate in an interview about their restaurants, personal history, connection to food. In-kind donation estimated at \$35 per hour, 36 hours, total \$1,260

Equipment

Laptops (11): For the 58 online classes, our staff need laptops that they can use to create virtual presentations (using Powerpoint or Google Slides), create promotional or educational material for the classes (handouts, etc), and teach and record the classes via Zoom. We will purchase 5 laptops that have a higher capacity (in terms of processing power and storage capacity) for the staff members who will be receiving video-editing training and who will be responsible for producing the 36 videos (MacBook Pro at \$1,500). We will purchase 6 laptops that do not need to be as high capacity: HP 15t-eg000 (\$570) or Latitude 3410 (\$690) and potentially add additional memory if needed.

Grant Funds: \$12,000

Matching Funds: \$0

Digital SLR Camera (1) and lenses: For high quality video footage and photo stills for chef interview videos and garden education videos. We plan to use the Nikon D850 DSLR Camera Deluxe Kit priced at \$3,200. 105mm Macro Lens (Nikon) \$560 and 70-200mm lens (Nikon) \$1,400. Total \$5,160

Grant funds: \$5,160

Matching Funds: \$0

Field Audio recorder: To ensure sound quality. Zoom H6 All Black (2020 Version) 6-Track Portable Recorder, Stereo Microphones, 4 XLR/TRS Inputs, SD Card, USB Audio Interface, Battery Powered (\$330)

Grant Funds: \$330

Cloud Storage: To store video recordings and share educational materials and content

Grand Funds: \$150

Matching Funds: \$0

External Hard Drive (2): To store and transfer video recordings for editing

Grant Funds: \$200

Matching Funds: \$0

Additional cords: for transferring data, adaptors, etc. Monotype Select Series 4 Port USB-C to USB-A 3.0 Adapter Hub(\$23) Rode SC7 3.5mm TRS to TRRS Patch Cable (\$20) UGREEN Headphones Adapter for Apple MFi Certified iPhone Lightning to 3.5mm Jack Converter (\$20)

Grant Funds: \$100

Matching Funds: \$0

Zoom License (1): We plan to record all of the live classes that we teach via Zoom so that we can edit and share them over the community media channel. In order to record and have the functionality of Zoom to teach classes longer than 45 minutes, we will need to purchase a year-long Zoom license. The 10+ staff involved in this project will share 3 basic licenses (\$90 each) and 1 webinar license (\$240). Yearly license cost \$510

Grant Funds: \$510
Matching Funds: \$0

Ipad and Hotspots: Ipad will be used for filming videos and to teach classes from the garden, which will be recorded, edited and made into educational videos. iPad 10.2-inch and Straight Talk Franklin Hotspot. The iPad 10.2-inch Retina display is the version we have identified as meeting our needs (\$330) and Straight Talk Franklin Hotspot (\$70). Total \$400

Grant Funds: \$400
Matching Funds: \$0

External Monitor (2): For ease and health of our staff that will be doing editing, we plan to set up (2) external monitors. Dell 24 Monitor (\$200).

Grant Funds: \$400
Matching Funds: 0

Gimbal (4): Because we have many staff learning to make videos and only 1 DSLR camera, we will shoot some of the footage for videos using cell phones. The gimbals will ensure a higher level of video quality by stabilizing the phone. The DJ OSMO Mobile 3 Combo is the gimbal that we have identified as meeting our needs (\$139).

Grant Funds: \$550
Matching Funds: \$0

Tripod (4) : For filming videos using dslr, gimbal/phone, and ipads, we will need lightweight, compact, yet sturdy tripods that work with a variety of video capturing devices. We have identified the GEETO 58" Compact Lightweight Aluminum Tripod or the Magnus TR-13 Travel Tripod with Dual-Action Ball Head as meeting our needs (both ~\$70).

Grant Funds: \$280
Matching Funds: \$0

Lighting Kit: To ensure quality lighting in indoor videos. Aputure Light Storm LS C120D II LED Light Kit with V-Mount Battery Plate (\$745); (2) Impact Heavy-Duty Air-Cushioned Light Stand (\$55); Westcott Scrim Jim Cine Frame Set (\$230), Westcott Scrim Jim Cine Full-Stop Diffuser Fabric (\$70), Interfit F5 Three-Head Fluorescent Lighting Kit with Boom Arm (\$200).

Grant Funds: \$1,355
Matching Funds: \$0

Microphone (3): We will use a combination of lavalier and shotgun microphones to capture higher quality sound for our videos. We are currently looking at a Lavalier Microphone (\$200) and a Rode VideoMic Camera Mount Shotgun Microphone (\$150) and a Zoom iQ6 Stereo X/Y Microphone for iPhone/iPad (\$100).

Grant Funds: \$450
Matching Funds \$0

Video editing licenses (5): We would like to purchase Adobe Premiere Pro for our video editing software, however the new M1 MacBook Pro is not yet compatible with Adobe, in which case we would use iMovie. Each license costs \$240 per year.

Grant Funds: \$1,200
Matching Funds: \$0

Overhead

Overhead: This includes administrative tasks such as payroll and accounting, as well as overall costs incurred by the

organization (rent, utilities, etc). These costs are calculated by taking a portion of the organization's overall overhead costs and allocating a portion based on staff time dedicated to the project.

Grant Funds: \$2,696.00 (10%)

Matching Funds: \$3,000

Line Item Budget

Cost Category	Grant Funds	Match Amount	Project Total
Personnel	\$375.00	\$25,400.00	\$25,775.00
Education and Training	\$2,500.00	\$0.00	\$2,500.00
Travel	\$0.00	\$0.00	\$0.00
Contractual	\$1,000.00	\$1,260.00	\$2,260.00
Equipment	\$23,085.00	\$0.00	\$23,085.00
Infrastructure/Facilities Construction	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00
Overhead	\$2,696.00	\$3,000.00	\$5,696.00
Totals	\$29,656.00	\$29,660.00	\$59,316.00

Supplemental Material Attachments

Final Application Signature

Signature of Duly Authorized Representative

Emily Keeler

Date

02/26/2021

Title

Virtual Education and Technology Manager

Phone

503-284-8420

E-mail

emily@growing-gardens.org

INFORMATION ONLY

INFORMATIONAL - ITEM #I1

For MHCRC Meeting: March 29, 2021

Comcast's Annual I-Net End Fund Report

BACKGROUND

Comcast maintained and managed the I-Net Fund under the prior cable franchise agreement. At the conclusion of that franchise, there was approximately \$5.9 million remaining in the Fund which carried over into the current franchise agreement and is now referred to as the "I-Net End Fund."

Under the current franchise, the MHCRC and Comcast agreed on a method to expend a portion of the End Fund as planned in the prior franchise: for I-Net system upgrades, line extensions and connections to new I-Net sites. This work cost approximately \$1.7 million and was completed 2012 – 2014.

The remaining \$4.2 million was to be used to offset construction costs of line extensions that exceed Comcast's capital contribution provided under Section 8.4 of the franchise agreement, for the purpose of distributing services, including PEG Programming, within the franchise area.

All determinations regarding the use of the I-Net End Fund for line extensions are at Comcast's sole discretion, however they must also consider requests made by the MHCRC and authorized staff. Expenditure of the funds is subject to Commission oversight and approval.

In 2015, Comcast used \$90,000 from the End Fund for line extensions to 2 emerging small businesses in downtown Portland. Despite MHCRC staff attempts to present projects that would utilize the funds in support of community needs, there have been no additional expenditures from the End Fund.

Comcast I-Net Fund Balance Report

Comcast provides an annual report of the I-Net End Fund Account that illustrates the beginning balance, any approved activities throughout the year, and the ending balance. There were no expenditures in 2020. 2020 Ending Balance: \$4,108,543.00.

This report also includes Comcast's quarterly billing for I-Net transport services. 2020 total amount received by Comcast to provide transport services for the I-Net: \$1,383,264.32; up from \$1,371,868.87 in 2019 (see Quarterly Billing below).

Comcast Cable I-Net Fund Balance 2020

Comcast Cable I-Net Fund Balance 2020						
	Q1	Q2	Q3	Q4	2020 Total	Total
I-Net Fund						
Beginning Balance	4,108,543	4,108,543	4,108,543	4,108,543	4,108,543	-
Capital Fund Regular Income	-	-	-	-	-	14,866,495
Advances/Repayments (Principal)	-	-	-	-	-	-
Interest Payments	-	-	-	-	-	(892,775)
Capital Fund Regular Expenditures	-	-	-	-	-	(9,306,951)
Special Expenditures	-	-	-	-	-	(569,717)
Adjustments	-	-	-	-	-	7,693
2006 Audit Findings I-Net Adjustment	-	-	-	-	-	3,798
Ending Balance	<u>4,108,543</u>	<u>4,108,543</u>	<u>4,108,543</u>	<u>4,108,543</u>	<u>4,108,543</u>	<u>4,108,543</u>

Quarterly Billing	
-Monthly billing for Consolidated INET Sites 1st Qtr 2020	\$344,772.00
-Monthly billing for Consolidated INET Sites 2nd Qtr 2020	\$344,772.00
-Monthly billing for Consolidated INET Sites 3rd Qtr 2020	\$347,074.43
-Monthly billing for Consolidated INET Sites 4th Qtr 2020	\$346,645.89
TOTAL BILLING	<u>\$ 1,383,264.32</u>

Prepared by:
Bea Coulter

INFORMATIONAL - ITEM #I2

For MHCRC Meeting: March 29, 2021

Comcast Cable Franchise Renewal Update

In February 2021, MHCRC staff and Comcast representatives identified core areas for discussion which include (but may not be limited to): complimentary services, customer service, competitive equity, PEG fee, I-Net, gross revenues definition, PEG hardwired origination sites, and the FCC 621 Order.

In early March, MHCRC staff and Comcast representatives shared initial draft language addressing some of the core discussion areas. On March 19, a redline of the current Comcast Cable Franchise Agreement was completed by MHCRC staff and consultants, and shared with Comcast representatives.

MHCRC and Comcast representatives will begin discussion of the redline at our next meeting on March 25.

MHCRC Franchise Renewal Liaisons, Commissioners Studenmund and Roche, were updated on the above discussions on February 4 and March 11. MHCRC consultants for the franchise renewal are: CBG Communications, and Best Best and Krieger (BBK).

Comcast Cable Franchise Renewal Timeline



Prepared by:
Bea Coulter