



# Mt. Hood Cable Regulatory Commission

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

## MEETING NOTIFICATION

**May 22, 2023**

**6:30 p.m.**

**In-Person: Open Signal, 2766 NE Martin Luther King Jr. Blvd, Portland**

**- Or -**

**Virtually: Join Zoom Meeting**

<https://us02web.zoom.us/j/87375984202?pwd=TW5EN040S0tDYXBCcmVHSC9sVHY0UT09>

Meeting ID: 873 7598 4202

Passcode: 509880

One tap mobile

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

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

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

- C1. March 20, 2023 Meeting Minutes
- C2. FY2023-24 MHCRC Goals & Objectives

### **REGULAR AGENDA**

- \*R1. FY 2023-24 MHCRC Fund Budget Proposal 45 min
  - Finance Committee report & recommendation
  - Open Signal budget presentation
  - MetroEast Community Media budget presentation



**MHCRC** 1120 SW 5<sup>th</sup> Ave. Suite 405 Portland, Oregon 97204  
503.823.5385 info@mhcr.org www.mhcr.org

- Commission discussion and action
- \*R2. MHCRC Recommendation: Portland/Open Signal Operations Funding Grant Agreement 5 min
- \*R3. MHCRC/Open Signal Capital Funding Grant Agreement 5 min
- \*R4. MHCRC/MetroEast Community Media Grant Agreement 10 min
- \*R5. Community Technology Grant Agreements: 2023 Cycle 15 min
  - Accent Network
  - CETI
  - Municipal Eco-Resiliency Project (Roots & Beats Project)
  - Trash for Peace
- \*R6. Off-Cycle Grant Request: Desert Island Studios 5 min

- Staff Activity Reports and Updates
  - 2022 MHCRC Annual Report
  - Election of MHCRC Chair and Vice-Chair – June meeting
  - Commissioner Re-Appointments
  - Jurisdiction Budget presentation schedule
  - Comcast/Zipty Cable Franchise Renewal Negotiations
  - MHCRC Strategic Planning
  - Staffing – MHCRC Admin Specialist Job Announcement closes May 22
- Committee Reports
  - Finance Committee
  - Equity Committee
  - Policy Committee
  - Open Signal Board Appointee
  - MetroEast Board Appointee
- New Business; Commissioner Open Comment

Budget Presentation Schedule:

- Wood Village: June 13, 6pm
- Gresham: June 20, 6pm (on consent)
- Portland: June 21, 2pm
- Fairview: June 21, 7pm
- Multnomah County: June 22, 10am
- Troutdale: June 27, 7pm

Meeting Schedule:

- June 26, 2023 (*4<sup>th</sup> Monday due to holiday*) – Hybrid In-person hosted by MetroEast
- July/August – recess



- September 18 – Hybrid In-Person hosted by Open Signal
  - October 16 – Hybrid In Person hosted by MetroEast
  - November – recess
  - December 18 – Hybrid In-Person hosted by Open Signal
- 
- 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

Hybrid – virtual or MetroEast – Gresham, OR

March 20, 2023 Meeting Minutes – [DRAFT](#)

### SUMMARY MINUTES

#### Call to Order 6:32 PM

#### Roll Call

*Present:* Chair Studenmund; Vice Chair Dennerline; Commissioner Wagner (6:37 p.m.); Commissioner Harden; Commissioner Goodlow (6:54 p.m.); Commissioner DeGraw

*Absent:* Commissioner Roche; Commissioner Thomas

*Staff:* Eric Engstrom; Andrew Speer; Michael Wong; Rebecca Gibbons; Rana DeBey

- Agenda Review: none.
- Disclosures: none.
- Public Comment (non-agenda items): none.
- Community Media Center Updates: see regular agenda.
- Franchisee Activity Reports
  - Comcast: Tim Goodman, Comcast reported on second quarter events planned including: Internet Essentials promotional events; supporting Junior Achievement BizTown; site visits and creating enhanced Lyft Zones (“wi-fi on steroids”); sponsoring Dress for Success Foundation; Reynolds Middle School clean-up; supporting a Girls Inc event and the Be Great Ball Gala for Boys and Girls Clubs; Portland Community Foundation Gala; APANO celebration; School House Supplies inaugural event; Portland Pride Parade; Latino Network; NAYA book drive; Self Enhancement Inc. foundation event; Hacienda CDC; and Project Genesis, an upgrade of the network (10G).

#### \*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 23, 2023 Meeting Minutes

C2. February 4, 2023 Retreat Minutes

**MOTION:** Commissioner Harden moved to approve the Consent Agenda. Commissioner Dennerline seconded.





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**VOTE: 5-0 passed (Commissioner Goodlow had not yet arrived)**

## REGULAR AGENDA

### R1. TechSmart Initiative for Student Success – Making Meaning Report (Information Only)

DeBey introduced Kristi Manseth, VP Research at Pacific Research & Evaluation (PRE), the MHCRC evaluation consultant hired to conduct evaluation of grant impact throughout the initiative. As a wrap-up to the initiative, staff and PRE produced a Making Meaning report designed to share learnings and impact with the grant participants and the greater community.

Manseth, referring to a PowerPoint presentation, shared a brief introduction and the background of the initiative and its two primary goals. Six districts were funded with nine total projects. Many types of devices provided, as well as many, many software applications, particularly of necessity during COVID.

TechSmart funding allowed districts to take risks – opportunities to try new technology, strategies, and teacher professional development formats, etc. TechSmart is at the forefront of digital equity – helping districts focus on internet deserts and to work on solutions. Student-centered learning is highlighted when technology is used to its full potential. The initiative produced many successes and ideas to replicate.

Full evaluation of the initiative's impact was impacted by the COVID pandemic. When COVID hit, all students became technology students, thereby removing the compare group and all state testing, which produced achievement data, was stopped.

#### Discussion

In response to a question from Commissioner Harden regarding pre-COVID data from Reynolds, Manseth said she would provide the data to staff to share with the Commission.

In response to a question about what's next for the TechSmart Program, Gibbons said that because the Commission's ability to continue funding TechSmart was restricted in 2019 under federal law, the Commission had to stop the initiative short of its original funding goal of \$18 million. Gibbons said staff will continue to share successes and lessons learned in different forums in hopes that it will have lasting impact and encourage others to support learning transformation in schools through the use of technology.

Rebecca Burrell, Open Signal said that it is difficult to show results in the educational setting, however the PRE report does a great job with what's available to present clear data. Burrell said she knows how hard it is to work with student data and said the report is a bold effort with great (miraculous!) results.

Manseth thanked the Commission for designing and pursuing the initiative and the support from the Commission and staff to help PRE to be a part of the project and be fully invested in telling the story.

### R2. Community Media Centers Annual Activity Reports (Information Only)





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Rebecca Burrell, Director of Strategy, Open Signal shared a presentation of some of the highlights from 2022 and said Open Signal is figuring out its post-COVID reality. Burrell said the cohort program provided 1000 hours of 1:1 training and the Teach to Learn program provided 100 hours of media training. 145 volunteers were trained. More than 50% of students were BIPOC. Lots of training, films produced by students, community events. In regard to the operating budget, Burrell said they are trying to reconcile historic funding deficit. Burrell explained that baseline funding held steady or declined several years ago and has not recovered. Burrell said Open Signal is committed to providing living wages to staff.

## Discussion

In response to a question from Commissioner Harden regarding budget deficit, Burrell said Open Signal continues to pursue funding options but said the funding they receive from the City just covers production services for government meetings and cable broadcast, and doesn't cover the cost of the digital education services Open Signal provides to the community.

Seth Ring, MetroEast, shared a presentation and reported that MetroEast's Board had a complete turn-over in the past year. Ring said the new Board is more representative of the community. Ring provided updates on services provided including: Mobile Media Innovation Grant; POW Girls; iPad-based video programming to schools; digital inclusion trainings with Rosewood Initiative; and almost 1700 new programs last year and 1500 hours of original programming.

Ring said MetroEast's budget is also experiencing opting budget reductions that are not sustainable for the organization. MetroEast's expected expenses total \$1.3M, however the primary source of revenue, the MHCRC operating funds through franchise fees, is expected to be about \$700k. Ring said they fill in the gap by capitalizing some wages; through grants and sponsorships; and earned income. Ring said MetroEast has a rainy-day (investment) fund, but this is likely the last year they'll be able to use it. If we can't make enough income, we'll then need to turn back on services.

## Discussion

In response to a question from Commissioner Dennerline about MetroEast decision to narrow its service population focus and its impact on revenue, Ring said MetroEast has seen a positive impact as result of this decision in terms of participation in programs and has been able to get more grants by narrowing the focus.

Commissioner DeGraw shared commiseration with non-profits for finding money for operations. DeGraw said wages are not keeping up with cost of living, particularly when wages start too low. DeGraw said she appreciates that the staff and community media centers are starting this conversation about pay equity with the Commission and the Jurisdictions. DeGraw thanked Burrell and Ring for being so frank in their presentations and said that she and the Commission can acknowledge this issue.

## R3. Applying for the Community Technology Grants Video

Rana shared a video produced by MetroEast Community Media for the Commission to tell interested applicants about the Community Technology Grants Program.

## \*R4. Community Technology Grant Agreements: 2023 Cycle





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Rana provided an overview of grants and shared background. In January the Commission approved 18 pre-applications to apply for funding. Staff collaborated with applicants based on commissioners' input from that meeting to work on the full applications. Two organizations have since withdrawn from consideration (Race Talks and Lower Boom Foundation). Staff has reached agreement and asks the Commission to approve the following five grants. Rana provided an overview of each.

**MOTION:** Vice Chair Dennerline moved to approve the Community Technology Grant Agreement with CymaSpace for a total of \$206,083. Commissioner Harden seconded.

**VOTE: 6-0 passed**

**MOTION:** Commissioner Harden moved to approve the Community Technology Grant Agreement with the Northwest Children's Theater & School for a total of \$161,056. Vice Chair Dennerline seconded.

**VOTE: 6-0 passed**

**MOTION:** Commissioner DeGraw moved to approve the Community Technology Grant Agreement with the Outside the Frame for a total of \$77,000. Commissioner Goodlow seconded.

**VOTE: 6-0 passed**

**MOTION:** Commissioner DeGraw moved to approve the Community Technology Grant Agreement with Wisdom of the Elders for a total of \$77,176. Commissioner Goodlow seconded.

**VOTE: 6-0 passed**

**MOTION:** Commissioner Wagner moved to approve the Community Technology Grant Agreement with Wonderfolk for a total of \$35,852. Commissioner Goodlow seconded.

**VOTE: 6-0 passed**

\*R5. MHCRC Strategic Planning Process – Scope of Work and Direction to Staff

Eric reminded commissioners about the work at the retreat and moving forward on the strategic planning process and next steps. Specifics are in the draft scope shared in past communications.

**MOTION:** Commissioner Goodlow moved to approve the draft scope of work, including project goals and outcomes, for the Commission's Strategic Planning process and direct staff to embark on the procurement process to hire consulting services. Commissioner DeGraw seconded.

**VOTE: 6-0 passed**

- Staff Updates







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- Comcast / Zply Cable Franchise Renewal (Rebecca). Next steps will be to bring Andrew up to speed. Additionally, we recently were approached by Astound for a cable franchise agreement in Portland, which we may bring forward in the coming months.
  - MHCRC Goals & Objectives (draft) (Rebecca). Staff made some adjustments as noted in the packet based on discussion at the retreat. Please review, think about the workplan, and let staff know if there are any adjustments you'd like to make or prioritize.
  - Community Media Center Grant Agreement Renewals (Rana). We have continued to work with the negotiation teams at OpenSignal and MetroEast on new multi-year contracts with the commission. We look forward to bringing these for Commission approval at the May meeting.
  - I-Net End Fund (Rebecca). Included in the packet is the end fund report. No expenditures out of the fund last year. Still about \$4M remains available. We'd love to spend it down for/in the community and have relayed this to Comcast.
  - MHCRC FY23-24 Budget Process (Michael). Michael reviewed the timeline for preparing the presenting the MHCRC Budget.
- Committee Reports
    - Open Signal Board (DeGraw): Onboarded two new board members.
    - No other specific committee updates.
  - New Business; Commissioner Open Comment: None
  - Public Comment: None

**Adjourned:** 9:06 PM

Respectfully submitted,  
Julie Ocken





# Mt. Hood Cable Regulatory Commission

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## **COVER SHEET – AGENDA ITEM #C2**

For Commission Meeting: May 22, 2023

“FY2023-24 MHCRC Goals and Objectives.”

### **Recommendation**

Staff recommends that the Commission adopt FY2023-24 Goals and Objectives.

### **Background**

Staff developed the proposed FY2023-24 goals and objectives, considering issues identified by the Commission at its annual planning retreat held in early February. In addition, staff has included objectives responding to anticipated workload items contained in the MHCRC Finance Committee proposed FY2023-24 budget.

**Attachment:** Draft FY2023-24 Goals and Objectives

Prepared By: Rebecca Gibbons

May 16, 2023





# Mt. Hood Cable Regulatory Commission

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

## MISSION

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

## GOALS AND OBJECTIVES

**Effective: July 1, 2023 – June 30, 2024 DRAFT**

The Commission acknowledges that its policy and regulatory work is undertaken in a dynamic communications technology environment. Consequently, the Commission retains flexibility to modify or revise these Goals and Objectives as may be required from time to time.

**Goal I:** *Advocate for continued local authority regarding cable franchises and use of the public rights of way by communication providers.*

### Objectives

1. Engage Jurisdictions in strategic planning to review the Commission's role, authority, and structure responsive to the changing policy and technology landscape, cable franchising regulatory and funding issues and what's at stake for our communities.
2. Continue cross-jurisdictional collaborations for information-sharing and coordinated strategies on issues of common concern.
3. Participate in statewide committees or groups that address local government authority, management, and control of public rights of way, such as the Oregon Broadband Advisory Council and League of Oregon Cities public policy committee.
4. Monitor and participate in FCC proceedings on behalf of our jurisdictions' and citizens' interests.
5. Advocate for local authority and public interest benefits at the federal legislative level.

**Goal II:** *Effectively administer cable services franchise agreements to serve member jurisdictions and their residents.*

### Objectives

1. Negotiate cable services franchise agreements with Comcast that address cable-related community technology needs and interests and consumer protection issues and trends.





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2. Manage cable provider market exit and entry that support jurisdictional interests and community needs.
3. Identify and address franchise compliance issues in response to and, when possible, prior to cable company actions.
4. Provide consumer protection for community members and subscribers in cable service matters by helping to resolve complaints, enforcing customer service standards and addressing other consumer-related franchise compliance issues.
5. Conduct an audit of franchise and PEG/I-Net fees payments for the past three years.

**Goal III:** *Focus the community grants program on key impacts for addressing needs and equity issues identified by the community/stakeholders to guide the financial investment of capital funds in the community.*

## Objectives

1. Conduct the annual Community Technology Grants round to continue development of public, educational, and governmental uses of cable system technology.
2. Explore grant-making opportunities that utilize community access and PEG Capital funds to support the development of public, educational, and governmental uses of cable system technology consistent with the grant purpose and criteria.
3. Monitor projects that have received grant funding to ensure compliance with project goals and objectives and accountability for grant funds.

**Goal IV:** *Ensure access to and use of current and new services available through the cable system technology by citizens, local governments, and community institutions.*

## Objectives

1. Manage and ensure compliance with the terms of grant agreements with Open Signal and MetroEast Community Media.
2. Monitor and ensure accountability for capital funds paid to Open Signal and MetroEast Community Media.
3. Collaborate with organizations, at the federal, state, and local levels to advocate for the community's access to cable system technology.
4. Partner with the City of Portland and Multnomah County and other community groups in developing and implementing strategic actions and initiatives in support of the Digital Equity Action Plan.





# Mt. Hood Cable Regulatory Commission

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**Goal V:** *Lead Commission operations efficiently and effectively.*

## Objectives

1. Engage with the City of Portland on the placement and structure of the MHCRC staff services within the City of Portland to ensure transparency and continued provision of a high level of service to MHCRC's stakeholders and communities.
2. Plan and conduct Commission meetings in a way that respects the volunteer nature of Commission positions and is in accordance with Oregon Open Meeting laws.
3. Conduct annual strategic planning and goal-setting process.
4. Conduct annual MHCRC evaluation of staff services.
5. Conduct annual MHCRC Fund Audit and transmit it to the Oregon Secretary of State's Office.
6. Present an annual budget request to the Jurisdictions that supports the Commission's mission and respects the Jurisdictions' budget considerations.



# **REGULAR AGENDA**



# Mt. Hood Cable Regulatory Commission

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

## **COVER SHEET – AGENDA ITEM #R1**

For Commission Meeting: May 22, 2023

### MHCRC FY 2023-24 Fund Budget Proposal

#### **Staff Recommendation**

Staff recommends that the Commission adopt the FY 2023-24 MHCRC Fund Budget and forward it to the member Jurisdictions with a recommendation for approval.

#### **Background/Discussion**

A MHCRC Finance Committee meeting was held on May 1, 2023. At the meeting, staff walked through the draft FY23-24 MHCRC Fund Budget and supporting documents with Commission members present.

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

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

#### **Budget Highlights**

MHCRC Fund Budget (Attachment 1, page 5)

Franchise Fees and PEG/I-Net Fees: Staff has used trend data and actual revenues through 2<sup>nd</sup> Quarter FY22-23 to forecast PEG/I-Net fees for the FY23-24 budget.

Interest Income: The interest amount for FY23-24 on the MHCRC Fund is currently projected to be a higher than prior fiscal year's adopted budget. This will be another area to monitor as the fiscal year progresses, as the current year is expected to be about \$42,932 greater due to increased investment portfolio performance.

MHCRC Operating Budget (Attachment 1, page 8)

The MHCRC Operating Budget is comprised of two program level budgets: Franchise Administration and Capital Compliance (see Attachment 1, page 8 for details).

Both the Franchise Administration and Capital Compliance program budgets include beginning fund balances derived from carry-over from FY22-23. Carry-over is comprised of franchise negotiations consulting funds not expended due to the slowed negotiations



this past fiscal year, staff vacancy savings, which will support FY23-24 personnel costs, and professional services funds intended to support Strategic Planning. The overall Franchise administration program budget specifically includes an increase of about \$335,950 compared to the previous year, the majority of this amount is the carry-over funds from FY22-23.

The program budgets also reflect future-focused planning, one-time projects, and priorities discussed during previous MHCRC meetings throughout the current fiscal year.

In addition to annual “status quo” services (MHCRC annual report, annual retreat, general legal counsel, and franchise fee/PEG fee audits of cable company payments), anticipated Professional Services expenses include the following:

- \$61,000 – Community Grants program new initiatives, compliance, evaluation, and reporting
- \$60,000 – Strategic Planning
- \$19,600 – Financial services and auditing
- \$53,000 – Legal services

Currently, MHCRC staff support services provided by the City of Portland allocates 4.9 full-time equivalent positions (FTE) to support MHCRC work. This is an increase of 0.9 FTE from the current fiscal year.

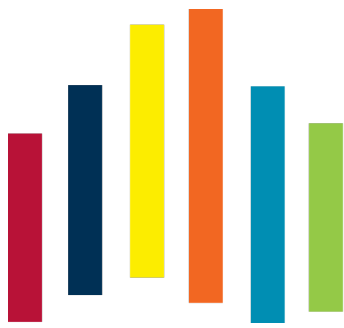
**Attachments:**

Attachment 1: MHCRC FY23-24 Fund Budget – Proposed

Attachment 2: MHCRC FY23-24 Fund Interest Chart

Prepared By: Michael Wong  
May 16, 2022





# MHCRC

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

## **MHCRC FUND BUDGET FISCAL YEAR 2023-24 DRAFT**

### **Members**

Carol Studenmund, Chair  
Jeff Dennerline, Vice Chair

Julia DeGraw  
Leslie Goodlow  
Scott Harden  
Rich Roche  
Norman Thomas  
Cherri Wagner

### **Prepared By:**

Eric Engstrom, Deputy Director  
Rebecca Gibbons, Strategic Initiatives  
Manager Michael Wong, Finance Manager  
503-823-5385  
[www.mhcrc.org](http://www.mhcrc.org)



## INTRODUCTION

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

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

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

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

Comcast: Portland, Gresham, Troutdale, Fairview, Wood Village and Multnomah County  
Zply Fiber: Gresham, Troutdale, Fairview and Wood Village

The MHCRC contracts for staff and other support services through a services agreement with the City of Portland. The MHCRC funds an equivalent of 4.9 full-time (FTE) staff positions plus related materials, services, financial and administrative costs. Each member Jurisdiction annually contributes to the MHCRC's operating budget. The Jurisdictions' fund about half the operating budget and other MHCRC resources fund the remaining portion.

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

Please refer to the MHCRC's FY 2021-22 Annual Report and website ([www.mhcr.org](http://www.mhcr.org)) for more detail about MHCRC activities and accomplishments.

# MHCRC FY 2023-24 FUND BUDGET

## **BUDGET PROCESS**

According to the Intergovernmental Agreement (IGA) among the Jurisdictions that created the MHCRC, the MHCRC must gain approval of its Fund Budget by every member Jurisdiction.

## **BUDGET OVERVIEW**

The MHCRC FY 2023-24 Fund Budget is presented on page 5.

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

## **Fund Resources**

The amount of MHCRC resources from year to year largely depends on franchise fee and PEG/I-Net fee payments from cable companies for their private use of public right-of-way to provide cable TV services. Cable company payments are based on a percentage of the company's gross revenues derived from cable TV services. The FY 2023-24 Fund resources are projected based on cable company actual payments through 2<sup>nd</sup> Quarter FY 2022-23. FY2023-24 Fund resources are projected to be \$209,406 less than FY2022-23 (calculated with the combined total of franchise and PEG fees). This budget includes a beginning fund balance of \$1,947,977.

Detail on each Fund resource follows:

Franchise Fees: The MHCRC collects cable services franchise fees, based on 5% of the companies' gross revenues for cable TV service, for Gresham, Troutdale, Fairview, Wood Village and Multnomah County from Comcast and Zply Fiber cable franchises. The MHCRC uses historical trend data and actual payments through 2nd Quarter FY22-23 to project anticipated FY23-24 franchise fees.

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

Interest Earned: The MHCRC collects interest on its Fund. Interest revenue is projected to have an increase when compared to the returns of the last 2 years.

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

Beginning Fund Balance: The FY23-24 beginning balance projection is attributable to the following:

- Interest cumulative balance: \$1,126,236
- Compliance Program carryover: \$821,741
- Community Grants carryover/encumbrances: \$171,594
- Community Grants/community media capital contingency: \$800,000

## **Fund Expenditures**

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

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

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

The MHCRC has opted to carry-over unused budget funding from FY22-23 to facilitate one-time costs, including personnel costs, Comcast franchise renewal negotiations and a strategic planning process with the Jurisdictions to guide possible changes to the IGA and the MHCRC after FY23-24.

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

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

Community Grants: The MHCRC is the grant-making body for the Community Grants program on behalf of member jurisdictions. The Community Grants program supports an annual competitive grant process called the Community Technology Grants program and special funding initiatives. Grants are funded through the PEG/I-Net Capital fee revenues from the cable companies and are made in accordance with the IGA and the cable services franchise agreements.

The Community Technology Grants program provides funds for technology projects to nonprofit organizations, libraries, educational institutions and local government agencies throughout Multnomah County to produce video content to be shared on the community media center channels in order to support project-related goals and objectives. Over 80% of grants made in the last five years (2017-2022) have focused on supporting grantees which are led by, informed by, and/or directly benefitting BIPOC communities facing current and historical policies and practices that have resulted in disparities. The grant-funded projects addressed barriers that limit or prevent individuals and communities from accessing services, information, communication tools and/or training.

The TechSmart Initiative, a Community Grants program funded through FY2019-20, used the last few years to conclude its compliance and evaluation reporting to close out the initiative. TechSmart was an eight-year, \$16 million funding partnership with six school districts in Multnomah County to provide grants and evaluation resources for districts to identify effective classroom instruction that uses technology to foster improved outcomes for all students. The grant projects with the districts have wrapped up in school year 2021-22 and the final impact report was published in Winter 2023 and is available here: <https://www.mhcrc.org/wp-content/uploads/2023/04/TechSmart-Initiative-Final-Impact-Report-Pacific-Research-and-Evaluation.pdf>.

Fund Contingency: Separate from the Community Grants/community media capital contingency, the MHCRC annually budgets a fund contingency amount (about 10% of the total Fund Budget) to cover unanticipated community needs and opportunities, for FY23-24 this is set to be \$147,533.

**MHCRC FUND BUDGET  
FISCAL YEAR 2023-24**

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Adopted	2023-24 Proposed
<b>RESOURCES</b>						
E. County Franch. Fees, Comcast	1,336,912	1,299,069	1,337,257	1,337,459	1,291,748	1,328,435
E. County Franch. Fees Mult West, Comcast	106,701	104,901	104,185	103,957	103,908	93,059
E. County Franch. Fees, Zply Fiber	226,288	183,626	136,396	102,531	83,576	48,766
Operating Budget Appropriation-Portland	304,998	314,826	294,418	348,545	344,396	354,728
Interest Earned	291,297	265,053	95,194	58,380	103,190	146,122
PEG / I-Net Capital Fee	4,791,334	4,488,041	4,338,687	4,246,471	4,273,849	4,020,151
<b>Total Resources</b>	<b>7,057,530</b>	<b>6,655,517</b>	<b>6,306,138</b>	<b>6,197,343</b>	<b>6,200,667</b>	<b>5,991,261</b>
Beginning Fund Balance	7,266,195	2,461,722	3,129,131	2,212,420	2,037,853	1,947,977
Unspent Comm Technology Grants	0	0	297,488	166,926	102,555	171,594
Unspent TechSmart Initiative Grants	0	4,866,984	6,913,886	1,663,489	542,812	0
Unallocated balance	0	980,968	0	2,293,913	5,280,618	4,865,417
<b>Total</b>	<b>\$14,323,725</b>	<b>\$14,965,191</b>	<b>\$16,646,643</b>	<b>\$12,534,091</b>	<b>\$14,164,504</b>	<b>\$12,976,249</b>
<b>EXPENDITURES</b>						
MHCRC Operating Budget	656,303	934,596	1,254,868	1,249,431	1,430,795	1,520,797
Franchise Fee Balance to Jurisdictions	503,730	469,490	450,652	429,899	439,024	363,987
Community Media Pmt, E. County (MetroEast)	937,920	889,618	855,967	863,994	854,653	773,346
Community Media Pmt, Mult. West (Open Signal)	64,021	62,940	57,812	62,375	62,456	56,759
Community Media Capital (MetroEast/OS)	1,469,042	1,504,299	2,083,120	1,566,576	2,610,600	2,290,365
I-Net Grants	568,179	838,279	0	0	0	0
Community Technology Grants	0	869,194	1,197,488	1,066,926	1,368,865	2,000,000
TechSmart Initiative Grants	0	4,866,984	6,913,886	1,663,489	542,812	0
Contingency	0	0	0	0	800,000	800,000
<b>Total Expenditures</b>	<b>\$4,199,195</b>	<b>\$10,435,400</b>	<b>\$12,813,793</b>	<b>\$6,902,690</b>	<b>\$8,109,205</b>	<b>\$7,805,254</b>
Net Change in Fund Balance	10,124,530	4,529,791	3,832,850	5,631,401	6,055,299	5,170,995
<b>Total</b>	<b>\$14,323,725</b>	<b>\$14,965,191</b>	<b>\$16,646,643</b>	<b>\$12,534,091</b>	<b>\$14,164,504</b>	<b>\$12,976,249</b>

# **APPENDIX ONE**

## **FRANCHISE FEE REVENUE AND DISBURSEMENT DETAIL**

### **MHCRC OPERATING BUDGET-LINE ITEM DETAIL**

### **JURISDICTIONAL APPROPRIATIONS BY JURISDICTION**

**FRANCHISE FEE REVENUES AND DISBURSEMENTS**  
**FY23-24 Estimate**

Jurisdictions	Franchise Fee Revenues	MetroEast Appropriation	Open Signal Appropriation	MHCRC Budget Appropriation	Payments to Jurisdictions
Portland*	\$5,249,127		\$1,053,543	\$354,728	
MULTNOMAH CO., EAST	65,428	39,257		19,542	6,630
MULTNOMAH CO., WEST	93,528	N/A	56,759	N/A	36,770
GRESHAM	954,773	572,864		133,317	248,605
TROUTDALE	155,801	93,481		21,586	40,736
FAIRVIEW	93,453	56,072		12,779	24,603
WOOD VILLAGE	26,062	15,637		3,782	6,643
<b>Total, East County</b>	<b>\$1,389,045</b>	<b>\$777,311</b>	<b>\$56,759</b>	<b>\$191,006</b>	<b>\$363,987</b>
<b>Grand Total</b>	<b>\$6,638,172</b>	<b>\$777,311</b>	<b>\$1,110,302</b>	<b>\$545,734</b>	<b>\$363,987</b>

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

**FRANCHISE FEE DISBURSEMENTS to EAST COUNTY JURISDICTIONS - Prior Years:**

Jurisdictions	FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-20 Actual	FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Projected	FY 2023-24 Proposed
MULTNOMAH CO., EAST	17,900	16,382	15,866	16,188	12,463	11,204	6,630
MULTNOMAH CO., WEST	43,632	42,098	40,014	41,674	41,582	41,053	36,770
GRESHAM	363,362	337,012	314,158	321,130	289,966	272,807	248,605
TROUTDALE	60,401	55,899	52,546	52,735	48,570	45,820	40,736
FAIRVIEW	35,620	33,667	32,279	32,570	29,523	28,082	24,603
WOOD VILLAGE	9,441	8,502	8,110	8,293	7,795	7,404	6,643
<b>TOTAL</b>	<b>\$530,356</b>	<b>\$493,560</b>	<b>\$462,973</b>	<b>\$472,590</b>	<b>\$429,899</b>	<b>\$406,369</b>	<b>\$363,987</b>



**MHCRC FY23-24 OPERATING BUDGET - Line Item Detail**

Title	FY 2019-20 Actual	FY20-21 Actual	FY21-22 Actual	FY22-23 Adopted	FY23-24 Proposed
<b>Expenditures</b>					
Personnel - MHCRC Admin Indirect Personnel - Bureau Support	464,264 0	410,853 0	694,024 0	615,544 0	786,554 0
<b>Total Personnel Services</b>	<b>\$464,264</b>	<b>\$410,853</b>	<b>\$694,024</b>	<b>\$615,544</b>	<b>\$786,554</b>
External Fund Audit	12,432	12,024	15,000	15,300	15,600
Professional Services	262,887	372,923	216,810	205,078	146,300
Legal Services	N/A <sup>(1)</sup>	N/A <sup>(1)</sup>	76,000	175,000	53,000
Miscellaneous Services	5,540	5,161	9,050	5,650	6,750
Office/Operating Supplies	2,719	2,894	2,634	4,485	5,905
Education	9,884	6,280	15,625	13,825	14,975
Local Travel	0	0	500	500	500
Out-of-Town Travel	2,496	0	4,200	5,700	2,700
Rent Columbia Square	31,635	0	0	0	0
Miscellaneous	989	2,980	700	2,700	20,700
<b>Total External Materials &amp; Services</b>	<b>\$328,582</b>	<b>\$402,263</b>	<b>\$340,519</b>	<b>\$428,238</b>	<b>\$266,430</b>
Fleet Services	0	0	65	42	0
Print/Distribution	457	582	2,867	1,848	0
Facilities Services	313	37,439	47,172	44,797	64,187
EBS Services	0	0	0	0	0
Information Technology (IT)	17,642	17,113	11,514	22,980	34,845
Insurance/Workers Comp	6,276	4,296	5,685	8,160	11,248
Technical Accounting IA	9,000	9,000	9,000	9,000	15,000
Legal Services IA	N/A <sup>(2)</sup>	N/A <sup>(2)</sup>	N/A	N/A	N/A
Mgmt Services (Bus Ops) IA	8,062	0	0	0	0
Other	0	0	0	0	0
<b>Total Internal Services</b>	<b>\$41,750</b>	<b>\$68,429</b>	<b>\$76,303</b>	<b>\$86,827</b>	<b>\$125,280</b>
GF Overhead	100,000	9,609	25,000	25,000	25,000
Contingency - General	0	53,285	113,585	114,186	147,533
Encumbrance Carryover	0	21,041	0	161,000	170,000
<b>Total Fund Level Expenditures</b>	<b>\$ 100,000</b>	<b>\$ 83,935</b>	<b>\$ 138,585</b>	<b>\$ 300,186</b>	<b>\$ 342,533</b>
<b>Total Expenditures</b>	<b>\$ 934,596</b>	<b>\$ 965,480</b>	<b>\$ 1,249,431</b>	<b>\$ 1,430,795</b>	<b>\$ 1,520,797</b>
Franchise Admin. Program Expenses	582,432	614,299	683,020	622,426	958,376
Capital Fund Compliance Expenses	352,164	351,181	566,411	647,369	392,421
Encumbrance Carryover	0	0	0	161,000	170,000
<b>Resources</b>					
Appropriation from Jurisdictions	480,347	472,590	536,223	529,840	545,734
Year-end Balance - Carry over	80,000	0	0	161,000	170,000
Year-end Vacancy - Savings	0	0	0	0	114,598
Interest Revenue Allocation	22,058	147,608	146,797	92,586	298,044
Appropriation from Fund Compliance	352,164	526,988	566,411	647,369	392,421
<b>Total Resources</b>	<b>\$ 934,569</b>	<b>\$ 1,147,185</b>	<b>\$ 1,249,431</b>	<b>\$ 1,430,795</b>	<b>\$ 1,520,797</b>
Year-End Operations Balance	\$ -	\$ 181,705	\$ -	\$ -	\$ 0

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

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

**PERSONNEL ALLOCATIONS**  
**MHCRC OPERATING BUDGET**  
**FY 2023-24**

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Position	FY 2022-23 Adopted	FY 2023-24 Proposed
Strategic Initiatives Mgr	0.6	0.3
Administrative Spec	0.7	1.0
Community Grants Mgr	1.0	1.0
Community Engagement & Policy Spec	0.0	0.1
Finance Mgr	0.5	0.8
Policy Coordinator II	0.8	0.8
Program Coordinator - Compliance	0.0	0.3
Cable Utility Franchise Mgr - Compliance	0.0	0.3
Deputy Director	0.0	0.2
Director	0.4	0.1
<b>FTE Total</b>	<b>4.0</b>	<b>4.9</b>

**JURISDICTIONAL APPROPRIATION - PERCENTAGE BY JURISDICTION  
MHCRC OPERATING BUDGET  
FY 2023-24**

City of Portland Appropriation	\$354,728	65.0%
East County Appropriations	\$191,006	35.0%
<b>Operating Budget Total:</b>	<b>\$545,734</b>	

JURISDICTION		FY 2023-24 Proposed	FY 2023-24 % Allocation
Portland		\$354,728	65.0%
	Subscriber Distribution		
<u>East County</u>	<u>No. Of Subs</u>	<u>Perc. Distr.</u>	
Gresham	14,037	69.79%	\$133,316 24.4%
Multnomah Co.	2,058	10.23%	\$19,542 3.6%
Troutdale	2,274	11.31%	\$21,606 4.0%
Fairview	1,345	6.69%	\$12,779 2.3%
Wood Village	398	1.98%	\$3,782 0.7%
East County Total	20,112	100.01%	\$191,025 35.0%
Total		\$545,753	100.0%

**Budget Allocation Comparison**

JURISDICTION	FY 2022-23 Adopted	FY 2023-24 Proposed
Portland	\$344,396	\$354,728
<u>East County</u>		
Gresham	\$131,734	\$133,316
Multnomah Co.	\$16,748	\$19,542
Troutdale	\$21,291	\$21,606
Fairview	\$11,851	\$12,779
Wood Village	\$3,820	\$3,782
East County Total	185,444	191,025
Total	529,840	545,753

## APPENDIX TWO

### COMMUNITY MEDIA DISBURSEMENT DETAIL (MetroEast and Open Signal)

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

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

Both MetroEast and Open Signal are nonprofit organizations with governing Boards of Directors. These Boards annually develop and adopt budgets. FY2023-24 draft budget summaries are included in this Appendix to provide more detail for the community media expenditures in the MHCRC Fund Budget.

#### **SUMMARY OF COMMUNITY MEDIA DISBURSEMENTS**

##### **MetroEast Community Media:**

Operations Funding: East County Franchise Fees	\$ 773,346
Capital Funding: MHCRC	<u>\$ 916,146</u>
Total	\$ 1,713,642

##### **Open Signal:**

Operations Funding: Portland General Fund	\$ 1,053,543
Operations Funding: West County Franchise Fees	\$ 56,759
Capital Funding: MHCRC	<u>\$ 1,374,219</u>
Total	\$ 2,484,521



# TAKE CONTROL OF THE MEDIA

## **MetroEast FY23-24 Draft Budget**

April 27, 2023

For MHCRC Finance Committee Meeting: May 1, 2023

MetroEast Community Media receives operations and capital funding through the Mt. Hood Regulatory Commission, derived from cable franchise agreements, to provide media and technology services in the East Multnomah County area, including the municipalities of Gresham, Fairview, Wood Village and Troutdale and unincorporated Multnomah County. MHCRC funding supports MetroEast as a community-centered media organization committed to diversity, equity and opportunity.

We look forward to presenting our draft FY23-24 budget to the MHCRC Finance Committee and welcome any input and feedback from Commissioners and MHCRC staff. MetroEast staff and Board members will be in attendance to answer questions.

## **About MetroEast**

### **Our Vision**

A community-centered media organization committed to diversity, education, and opportunity.

### **Our Mission**

MetroEast provides access to media and technology to invigorate civic engagement, inspire diverse voices, and strengthen community life.

### **Our Core Values**

#### Digital Equity, Accessibility and Inclusion

We value and respect the contributions of people across the spectrums of race, ethnicity, faith, language, ability, gender identity, sexual orientation, socioeconomic status, politics, age, and other backgrounds. We are committed to using principles of racial equity and inclusion to evaluate and guide our policies, practices, procedures, and program offerings, to ensure everyone has access to digital content, training, and tools.



### Partnership and Collaboration

We are committed to collaborating with local governments, educational institutions, nonprofit organizations and individuals to bring our collective resources together to achieve community-led aspirations.

### Creativity and Intellectual Freedom

We provide a welcoming and accessible culture where community members can train on relevant technology and create meaningful content that empowers them to tell their stories and express themselves. We believe that electronic media should be used to encourage artistic creation and free expression of the broad range of ideas and opinions of the communities we serve.

### Civic Engagement and Democracy

We use technology to build community by engaging people and organizations, especially those who face systemic racism and oppression, to help them fulfill their potential. We support active participation in the democratic process by making communications technology and opportunities to engage in civic dialogue accessible to everyone. Exchange of diverse ideas ensures a healthy and thriving democracy that is nondiscriminatory and equitable to all.

## **Equity Statement**

MetroEast is committed to addressing inequities caused by systemic oppression, regardless of a person's race, ethnicity, faith, language, ability, gender identity, sexual orientation, socioeconomic status, politics, age, and other backgrounds. We address inequities to media and technology access by embracing an inclusive understanding of barriers to media, digital literacy, and technology - both external and internal to our organization - experienced by many communities, especially Black, indigenous, and people of color and low-income residents. In partnership with multiple communities, we co-create solutions that remove these barriers while we work to change our own organization's operations and culture.

## **Who We Are/ What We Do**

We are a premier digital media and video production nonprofit known for our state of the art technology, our award-winning productions team, and our versatile facility.

We are mobile; we provide media education designed by and for our communities and at local partner locations, delivering access to relevant technology and training that helps our community tell their stories.

We are committed to digital inclusion; we focus on ensuring that traditionally underserved communities have access to digital content, training, and tools.

We provide a welcoming space where our community can celebrate the media arts and the diverse voices of those we serve.

Local schools, nonprofits and governments rely on us as an essential service provider and partner for digital literacy training, access to technology, and video production needs.

## **Strategic Priorities and Goals - FY 2024-2027**

(Adopted on 4/26/23)

To uphold our vision while honoring our values and commitment to equity, MetroEast will pursue four broad strategic priorities and associated goals over the next three years:

### **Focus offerings on digital access driven by interests of priority communities\***

Goals:

- Invest in technology and media platforms relevant to and supportive of user communities of interest for artistic creation, civic dialogue and engagement
- Create a spectrum of pathways and points-of-access for user communities of interest to engage with MetroEast and in the community
- Focus media education and digital inclusion training towards a cohort model aimed to support priority communities
- Deepen community connections through a culture of mentorship among people with diverse experiences, perspectives, and technology skills

### **Increase visibility and engagement with priority communities**

Goals:

- Prioritize partnership and collaboration for coalition-building, advocacy, and funding opportunities
- Further develop equity and inclusion practices organization-wide
- Conduct outreach that engages and reflects our priority communities
- Effectively tell the story of MetroEast's core values around creativity, intellectual freedom, civic engagement, democracy, collaboration, and digital equity

## **Grow and diversify income**

Goals:

- Adjust Leadership Team’s responsibilities to focus more on revenue growth
- Explore growth opportunities in franchise renewal, sponsorships, and earned revenue
- Maintain current levels of grants and membership income
- Increase board participation in fundraising
- Explore options with community partners to leverage ownership of our building aimed at enhancing future financial resiliency

## **Develop a culture of shared leadership and responsibility**

Goals:

- Develop decision-making model/criteria for projects and activities to align work with the strategic priorities, core values, and equity commitment
- Better integrate interdepartmental work
- Increase opportunities for board engagement and support
- Further evolve shared leadership structure and staffing to ensure sustainable capacity and work loads aligned with strategic priorities
- Cultivate a board of directors and workforce with diverse perspectives, experiences, and expertise that reflect the communities we serve, connect us more deeply to the community, and share our commitment to equity and inclusion

\*MetroEast’s “**Priority Communities**” are BIPOC and low-income residents as these people have historically been underserved by media and faced significant barriers to using and accessing technology. MetroEast defines “**User Communities of Interest**” as our local municipalities, school districts, nonprofit organizations and other government entities.

## **FY23-24 Budget Overview**

The MetroEast Board and staff developed the draft FY23-24 budget guided by the following key factors in our operating environment:

- **Staffing**  
Our people are our strength. Our emphasis on technology and media services and culturally-responsive education requires retaining and hiring staff with unique expertise and experience. The support and professional development of staff is key to our success. The Board believes to retain high quality staff, we must provide reasonable pay and work loads. Although operations revenues from franchise fees have continued to decline, the draft budget supports



staff in several ways:

- The budget includes a 5% annual increase in pay for all staff, retains medical and other benefits, and provides professional development resources. We will also undertake a pay equity assessment of all staff positions and have included consulting dollars to support this work.
- Payroll is the largest portion of MetroEast’s operations budget. To continue to financially accomplish the above staff supports, the budget reduces the staff FTE from 12 to 11. The Board and Staff Leadership Team developed our three-year strategic plan to focus services on our priority communities and our local municipalities. We are working on tweaking all aspects of the organization and services, while honoring our commitment to not further stress the capacity of staff.
- We have revised our Financial Policies (due for Board approval in May) to capture the full cost of staff resources dedicated to capital projects and therefore allowable as capital costs from the PEG/I-Net Fee (capital funds) received from the MHCRC. The policy aligns with the capitalized wages policy of Open Signal, which has been accepted by the MHCRC for several years. You’ll see this reflected as “capitalized wages” in the budget.

- **Shared Leadership Team Structure**

As previously reported to the MHCRC, rather than fill the vacant Executive Director position, the Board adopted an interim Leadership Team (LT) structure and plan in July 2022. The current LT consists of four executive level staff positions. At this point, the Board intends to continue this staff leadership model and the budget reflects this approach.

- **Building Mortgage Payoff - June 2023**

We are on-track to fully pay off our building mortgage in June 2023. As you may recall, the MHCRC provided a bump in capital funds for the current fiscal year to assist in this accomplishment. We also are using a portion of our reserve contingency amount of capital funds from previous fiscal years.

## OPERATIONS BUDGET

### Income Highlights

Projected revenues are slightly lower than our current fiscal year-end estimate, mostly due to declining franchise fee revenue. The other income streams are based mostly on known resources for the upcoming year (ie. either commitments or ongoing revenue sources). Ongoing revenue sources include, but are not limited to, sponsorships, grants, education fees, and production services. One of our strategic priorities for 2023-27 is to grow and diversify revenue but this takes capacity-building for both staff and the Board. The draft budget retains the ongoing services of a contracted grant writer. Although some of our efforts may enhance income in the upcoming year, we chose to take a conservative approach to our projections.

### Expense Highlights

As discussed in our Budget Overview above, personnel is the largest expense in the operations

budget. The draft budget includes a reduction in one FTE, a 5% increase in staff salaries, and status quo employee benefits. Other expenses mostly support either operational needs (ie. utilities, legal expertise, financial audit, etc.) or our cohort-model education services (food, translation services, childcare, gas, etc.).

## **CAPITAL BUDGET**

### Income Highlights

Capital income is the baseline amount provided for in the MetroEast/MHCRC grant agreement for the upcoming fiscal year. No additional capital funds are being requested.

### Expense Highlights

One of the most significant expenses (\$200,000 of the Equipment line item) will be the upgrading of operating systems at the four city halls and the County Commission chambers. This will be completed in tandem at each site so that staff doesn't have to switch between two operating systems. Other capital projects include: A new mobile unit dedicated to staff productions to ensure availability when needed (this will not be checked out to the public); new archiving capabilities for video; and increased speed for the fiber channel. Capital expenses will also cover general building upkeep, annual IT support and internal software contract, and equipment replacements and upgrades.

As noted in the Budget Overview above, we plan to pay off the mortgage loan on the building in June 2023.

## **RESERVE CONTINGENCY FUNDS**

The draft FY 2023-24 budget doesn't anticipate drawing from our operations or capital reserve amounts. We anticipate having about \$450,000 in capital contingency reserves at the end of June 2023 and about \$200,000 in operations contingency reserves. These are currently invested funds managed by Merrill Lynch.

MetroEast Community Media FY 23/24 Budget Draft						
	20/21	21/22	21/22	22/23	22/23	23/24
	Actual	Budget	Actual	Budget	Forecast	Budget
<b>OPERATIONS BUDGET</b>						
<b>INCOME</b>						
Franchise Fees	882,425	850,177	866,213	854,652	831,302	773,346
Sponsorships	3,450	20,004	0	20,004	0	10,020
Operating Grants	95,327	222,500	127,922	132,000	98,801	99,600
Contributions	4,323	27,500	5,439	6,000	6,000	3,995
In-Kind	18,000	0	23,200	0	18,000	18,000
Education Services	13,890	20,000	9,800	9,000	8,500	12,000
Production	118,524	200,000	142,733	150,000	61,000	96,000
Memberships	3,090	7,200	3,757	4,200	4,200	3,000
Other	125,127	67,200	4,000	19,270	19,270	19,305
Interest	471	560	724	0	138	138
<b>Total Operating Income</b>	<b>1,264,627</b>	<b>1,415,141</b>	<b>1,183,788</b>	<b>1,173,627</b>	<b>1,047,211</b>	<b>1,035,404</b>
<b>EXPENSES</b>						
Payroll & Benefits	1,163,469	1,300,941	1,210,174	1,145,500	1,004,000	958,883
Less: Capitalized Wages	(63,808)	(102,000)	(60,645)	(36,000)	(124,135)	(199,508)
Adjusted Total Personnel	1,099,661	1,198,941	1,149,529	1,109,500	879,865	759,375
Communications, Utilities & Maintenance	64,841	73,928	72,743	77,138	77,138	78,936
Dues & Subscriptions	14,088	12,000	7,810	7,570	7,570	4,939
Education & Training (Professional Development)	7,856	10,500	812	15,200	7,600	6,600
Business Expenses, Taxes and Licenses, Bank Charge	28,998	40,650	12,532	28,910	4,000	4,926
Insurance	72,921	67,900	67,578	63,500	63,500	75,761
Marketing and Events	1,319	23,690	5,714	10,190	10,190	9,850
Office and Production Supplies, HQ Print, Shipping	6,936	21,600	10,998	9,960	10,000	12,676
Professional Services (Contractors)	90,909	142,200	161,546	172,435	172,435	147,700
SaaS (Software as a Service)	9,765	7,650	8,915	9,600	9,600	10,515
Travel & Transportation	1,749	6,010	5,539	11,000	3,000	6,060
Meals and Entertainment	206	1,200	31,195	1,200	6,000	8,250
Less: Capitalized Overhead	(66,247)	-	(47,758)	-	(104,424)	(91,614)
Total Operating Expenses	1,333,001	1,606,269	1,487,152	1,516,203	1,146,474	1,033,974
Operating Income (Loss)/covered by reserves	(68,375)	(191,128)	(303,364)	(342,576)	(99,263)	1,430
<b>CAPITAL BUDGET</b>						
<b>INCOME</b>						
MHCRC Capital Funding	833,248	626,630	510,507	1,044,240	1,044,240	916,146
Other Capital Grants	192,999	40,000	0	0	0	0
Total Capital Funds Received	1,026,247	666,630	510,507	1,044,240	1,044,240	916,146
<b>EXPENDITURE</b>						
Capitalized Wages & Benefits	63,808	102,000	60,645	36,000	124,135	199,508
Contractor & Installation	17,812	49,000	1,460	0	12,000	21,195
Equipment	369,481	173,190	67,953	342,204	240,000	379,734
Furniture	2,181	5,040	1,089	5,004	1,000	5,004
Building Improvements	21,991	110,000	888	30,000	30,000	46,000
Mortgage and Capital Leases	101,914	97,297	34,888	715,447	722,485	0
Micro Mobile Production Unit	-	-	-	-	-	70,000
Vehicles	57,603	10,000	0	0	324	0
Software Development & Licensing	239,013	125,600	102,561	142,052	115,000	103,091
Overhead	66,247	-	47,758	-	104,424	91,614
Total Capital Expenditures	940,050	672,127	317,242	1,270,707	1,349,368	916,146
Capital and Grant Gain ~Increase (decrease) in grant liability acct	86,197	(5,497)	193,265	(226,467)	(305,128)	0
<b>TOTAL INCOME</b>	<b>2,290,873</b>	<b>2,081,771</b>	<b>1,694,295</b>	<b>2,217,867</b>	<b>2,091,451</b>	<b>1,951,550</b>
<b>TOTAL EXPENSES/EXPENDITURES</b>	<b>2,273,051</b>	<b>2,278,396</b>	<b>1,804,395</b>	<b>2,786,910</b>	<b>2,495,842</b>	<b>1,950,120</b>
<b>TOTAL GAIN (LOSS)</b>	<b>17,822</b>	<b>(196,625)</b>	<b>(110,099)</b>	<b>(569,043)</b>	<b>(404,391)</b>	<b>1,430</b>



## FY 2023-24 Draft Operating Budget Narrative

**April 1, 2023**

### Summary

The budget is prepared with the anticipation that Open Signal will continue to expand in-person services. In alignment with our grant agreement with the City of Portland, their goals, and the goals of Foundation Funders, services will continue to focus on equity and those typically marginalized and underserved in the community.

### Revenue

Revenue will increase in FY23-24 compared to FY22-23. Both our operational and capital funding from the MHCRC will increase and we expect to see ongoing increases in individual contributions with our new membership benefits and the vacancy in our Director of Growth position now filled.

### Personnel Expenses

We have adjusted our salaries upward, keeping in line with the current market analysis. We plan to invest in additional support staff in our Community Media department.

### Operating Expenses

Operational expenses are expected to remain similar to last fiscal year. Some slight adjustments were made for utility and supply cost increases in line with current inflation. There is a planned deficit to allow for the implementation of equitable wages in alignment with the pay equity study. We anticipate that we can recover this deficit in the next two budget cycles with compensation from partners to adjust to better reflect the cost of services we provide.



**Budget Workbook - OS**

**3 Year Summary**

	<b>FY 23-24 Budget</b>	<b>FY 24-25 Budget</b>	<b>FY 25-26 Budget</b>
<b>Revenue</b>			
4000 Individual Contributions	\$ 40,000	\$ 57,500	\$ 77,500
4100 Corporate Contributions	\$ 12,500	\$ 15,000	\$ 17,500
4150 Pass-Through Contributions	\$ -	\$ -	\$ -
4200 Foundation Grants - Without Restrictions	\$ 317,500	\$ 275,000	\$ 275,000
4201 Foundation Grants - With Restrictions	\$ -	\$ -	\$ -
4300 Government Grants	\$ 2,483,762	\$ 2,483,762	\$ 2,537,754
4400 Services Revenue:Production Services	\$ 150,000	\$ 150,000	\$ 150,000
4410 Services Revenue:Studio Rentals	\$ 5,000	\$ 5,000	\$ 5,000
4420 Services Revenue: Other Service Revenue	\$ -	\$ -	\$ -
4700 Merchandise Sales	\$ -	\$ -	\$ -
4800 Interest Income	\$ -	\$ -	\$ -
4880 Gain/Loss on Sale of Fixed Assets	\$ 82,000	\$ 82,000	\$ 52,000
4900 Other Revenue	\$ -	\$ -	\$ -
<b>Total Revenue:</b>	<b>\$ 3,090,762</b>	<b>\$ 3,068,262</b>	<b>\$ 3,114,754</b>

<b>Expenses</b>			
5000 Salaries & Wages	\$ 1,236,479	\$ 1,228,250	\$ 1,272,167
5050 Salaries & Wages - On Call Staff	\$ 50,000	\$ 50,000	\$ 50,000
5100 Payroll Taxes	\$ 134,437	\$ 133,577	\$ 138,166
5200 Employee Benefits	\$ 316,677	\$ 175,943	\$ 181,221
5300 Workers' Comp	\$ 8,549	\$ 12,782	\$ 29,073
6000 Contract Services	\$ 91,250	\$ 70,625	\$ 50,000
6100 CPA Services	\$ 25,750	\$ 26,523	\$ 27,318
6200 Bookkeeping Services	\$ 40,152	\$ 41,339	\$ 42,561
6300 Payroll & HR Services	\$ 27,075	\$ 27,827	\$ 28,602
6400 Legal Services	\$ 10,000	\$ 10,000	\$ 10,000
6500 Disability Accommodations/Accessibility	\$ 13,905	\$ 13,983	\$ 14,062
6600 Production/Crew	\$ 42,500	\$ -	\$ -
6700 Stipends	\$ 9,400	\$ 9,400	\$ 9,400
6800 Marketing	\$ 12,200	\$ 12,200	\$ 12,200
7000 Travel & Meals	\$ 16,300	\$ 16,300	\$ 16,300
7100 Parking & Mileage	\$ 8,844	\$ 8,844	\$ 8,844
7200 Professional Development	\$ 31,000	\$ 31,000	\$ 31,000
7300 Small Tools & Equipment	\$ 100,000	\$ 100,000	\$ 100,000
7325 Software Expense	\$ 54,830	\$ 54,830	\$ 54,830
7350 Supplies	\$ 7,000	\$ 7,000	\$ 7,000
7400 Equipment Lease	\$ -	\$ -	\$ -
7500 Facility Repairs & Maintenance	\$ 20,456	\$ 21,069	\$ 21,702
7550 Equipment Repairs & Maintenance	\$ -	\$ -	\$ -
7600 Utilities	\$ 45,720	\$ -	\$ -
7650 Vehicle Repairs, Gas, & Maintenance	\$ 7,100	\$ 7,100	\$ 7,100
7700 Meetings Expense	\$ 7,950	\$ 7,950	\$ 7,950
7800 Telecommunications	\$ 41,777	\$ 43,030	\$ 44,321
7900 Printing & Copying	\$ 7,000	\$ 7,000	\$ 7,000
8000 Postage & Delivery	\$ 4,000	\$ 4,000	\$ 4,000
8100 Recruitment	\$ 200	\$ 200	\$ 1,500
8200 Event Expense	\$ 7,000	\$ 7,000	\$ 7,000
8400 Bank Charges & Merchant Fees	\$ 6,180	\$ 6,365	\$ 6,556
8500 Board of Directors' Expense	\$ 5,000	\$ 5,000	\$ 5,000
8600 Licenses & Fees	\$ 4,375	\$ 4,375	\$ 4,375
8700 Insurance	\$ 43,466	\$ 44,770	\$ 46,113
8750 Dues & Subscriptions	\$ 2,280	\$ 2,280	\$ 2,280
8800 Depreciation Expense	\$ 650,000	\$ 650,000	\$ 650,000
8900 Miscellaneous Expenses	\$ 6,050	\$ 6,050	\$ 6,050
<b>Total Expense:</b>	<b>\$ 3,094,902</b>	<b>\$ 2,846,612</b>	<b>\$ 2,903,691</b>

<b>Adjustments</b>			
Allocate 2% of Operating Revenue to	\$ (34,331)	\$ (33,881)	\$ (34,811)
Cash Carried Forward from Prior Year	\$ 657,939	\$ 500,331	\$ 577,424
Ops Reserved for Capital Expenditures	\$ (769,137)	\$ (760,676)	\$ (753,098)
<b>Surplus (Deficit):</b>	<b>\$ (149,669)</b>	<b>\$ (72,576)</b>	<b>\$ 578</b>

<b>Capital Budget</b>			
23-24 Capital Grant Amount	\$ 1,374,219	\$ 1,374,219	\$ 1,374,219
Less 15% OH Fee	\$ (206,133)	\$ (206,133)	\$ (206,133)
Non-Amortized Capital Expense	\$ (154,830)	\$ (154,830)	\$ (154,830)
23-24 Capital Payroll Costs - On-call	\$ -	\$ -	\$ -
23-24 Capital Payroll Costs	\$ (244,119)	\$ (252,580)	\$ (260,158)
Balance 23-24 Capital Funds	\$ 769,137	\$ 760,676	\$ 753,098
<b>Available for Fixed Asset Purchases:</b>	<b>\$ 769,137</b>	<b>\$ 760,676</b>	<b>\$ 753,098</b>



## FY 2023-24 Draft Capital Budget Narrative

### Overview

Open Signal's capital spending this year is focused on the expansion of community services. As we begin to develop new public and partnership programs we will need to purchase additional production equipment. There will be significant funding put toward new vehicles in order to provide our services in remote locations. We will also begin saving towards a new building.

### Land and Land Improvements

**Budget: \$2,000.00**

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

### Building and Building Improvements

**Budget: \$300,000.00**

There are no expected building improvements in this fiscal year. A small budget was set aside for any unexpected expenses. A large portion of the funding will be set aside for future use towards a new building.

### Production Equipment

**Budget: \$115,000.00**

We will be purchasing additional equipment to support partner programs and the expansion of our cohort and studio workshops.

### Computers

**Budget: \$5,000.00**

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

### Vehicles

**Budget: \$250,000.00**



We plan to build out two new production vans to replace our older, depreciated vans that are beginning to have mechanical issues. We will also purchase a smaller transport vehicle for our Community Media department.

#### Office Equipment and Furniture

**Budget: \$1,000.00**

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

#### Software and Other Intangibles

**Budget: \$106,071.00**

There are no plans to add additional software in this fiscal year. We have set aside a budget for our anticipated software contract renewal costs.



FY23-24 Draft Capital Budget

	Actual Capital Expense FY21-22	Adopted Total Budget FY 22-23	Proposed Total Budget FY23-24
<b>Capital Revenue</b>			
MHCRC Capital Funding	\$939,946.00	\$1,566,360.00 [1]	\$1,374,219
Carry Forward Amount	\$674,859.52	\$734,294.08	\$8,514
Audit Difference Adjustment	-\$6,368.90	\$35,537.57 [2]	
<b>Total Capital Resources Available</b>	<b>\$1,608,436.62</b>	<b>\$2,336,191.65</b>	<b>\$1,382,733</b>
<b>Capital Expenses</b>			
Land & Land Improvement	\$0.00	\$2,000.00	\$2,000
Building & Building Improvement	\$163,645.97	\$373,000.00	\$300,000
Production Equipment	\$171,560.42	\$515,541.19 [3]	\$115,000
Computer	\$65,189.94	\$204,453.00	\$6,000
Vehicles	\$0.00	\$800.00	\$250,500
Office Equipment & Furniture	\$1,494.40	\$1,000.00	\$1,000
Software & Other Intangibles	\$113,873.80	\$669,690.50	\$106,071
Capitalized Wages	\$182,138.17	\$264,889.95	\$395,337
Capital Overhead	\$176,239.84	\$296,303.41	\$206,133
<b>Total Capital Expense</b>	<b>\$874,142.54</b>	<b>\$2,327,678.05</b>	<b>\$1,382,041</b>
<b>Net Capital Surplus</b>	<b>\$734,294.08</b>	<b>\$8,513.60</b>	<b>\$692</b>



[1] Doesn't include \$199,573.00 in additional community tech funds for studio improvements

[2] Includes correction for ERTC wages

[3] Doesn't include \$199,573.00 in additional community tech funds for studio improvements

Interest Chart thru FY2022-23

Interest Fund Balance - history					<i>A=Actual</i>
Earnings and Expenditures by Fiscal Year					<i>E=Estimated</i>
Fiscal Year	Interest Earned	Net Admin. Expenditures	Change	Cumulative Balance	
		Beginning Balance		\$196,968	A
2005-06	\$100,333	(\$99,294)	\$1,039	\$198,007	A
2006-07	\$171,764	(\$92,312)	\$79,452	\$277,458	A
2007-08	\$181,699	(\$92,771)	\$88,928	\$366,386	A
2008-09	\$126,158	(\$109,703)	\$16,455	\$382,842	A
2009-10	\$71,976	(\$98,233)	(\$26,257)	\$356,585	A
2010-11	\$32,395	(\$109,045)	(\$76,650)	\$279,935	A
2011-12	\$34,324	(\$129,708)	(\$95,384)	\$184,550	A
2012-13	\$30,329	(\$66,281)	(\$35,952)	\$148,599	A
2013-14	\$43,567	\$0	\$43,567	\$192,165	A
2014-15	\$57,577	\$0	\$57,577	\$249,742	A
2015-16*	\$91,898	\$0	\$91,898	\$341,640	A
2016-17	\$136,434	\$0	\$136,434	\$478,075	A
2017-18	\$184,274	\$0	\$184,274	\$662,348	A
2018-19	\$291,297	\$0	\$291,297	\$953,646	A
2019-20*	\$ 265,053	\$0	\$265,053	\$1,218,698	A
2020-21	\$ 95,194	(\$147,608)	(\$52,414)	\$1,166,285	A
2021-22	\$ 58,380	(\$146,344)	(\$87,964)	\$1,078,320	A
2022-23	\$ 140,502	(\$92,586)	\$47,916	\$1,126,236	E
2023-24	\$ 146,122	(\$298,044)	(\$151,922)	\$974,314	E
*					



# Mt. Hood Cable Regulatory Commission

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

## **COVER SHEET – AGENDA ITEM #R2**

For Commission Meeting: May 22, 2023

“MHCRC Recommendation: Portland/Open Signal Operations Funding Grant Agreement”

### **Committee Recommendation:**

The MHCRC Equity Committee recommends that the Commission support the scope of work for the Open Signal grant agreement for operations funding from the City of Portland and forward a recommendation to the Portland Council for approval the grant agreement with similar terms and conditions.

### **Background**

As has been discussed at past MHCRC meetings, the renewal of Open Signal’s grant agreement is taking the form of two separate, but related, agreements: One with the City of Portland for operations funding and one with the MHCRC for capital funding.

The current Open Signal Grant Agreement assigns the MHCRC to oversee and monitor the agreement terms between the City of Portland and Open Signal.

MHCRC and Open Signal staff have reached agreement on Exhibit A: Scope of Work; and Exhibit B: Grant Status Reports. The terms of the attached draft grant agreement are mostly agreed to but, as the grant agreement is with the City of Portland, the terms are subject to further review and negotiations between City staff and Open Signal.

The MHCRC Equity Committee reviewed the draft contract at their meeting on May 11<sup>th</sup>.

The City of Portland is scheduled to consider the Open Signal grant agreement for operations funding at its June 21, 2023, Council meeting.

**Attachment:** Draft City of Portland/Open Signal Grant Agreement with Exhibits A & B

Prepared by: Rana DeBey  
May 15, 2023



## **GRANT AGREEMENT NO.**

This Grant Agreement (Agreement) is between the City of Portland, Oregon (City) and Portland Community Media, an Oregon nonprofit public benefit corporation doing business as Open Signal (Grantee), in an amount not to exceed \$6,140,459 to provide operational support. In years two through five of the agreement, this payment is increased by inflationary factors outlined in the grant agreement. The cost of the grant agreement is funded within the Bureau of Planning and Sustainability's existing current appropriation level (CAL).

## **RECITALS:**

1. The City has cable services franchises (Cable Franchises) which, among other things, provide capital funding and cable system technology dedicated to public, educational and government (PEG) uses by a community media provider designated by the City.
2. Under this Agreement and predecessor agreements, the City designates Grantee as the City's community media provider and assigns control and management of certain PEG resources provided to the City under the Cable Franchises.
3. In 2011, 2012 and 2016, respectively, the City Council established goals and strategies in the Broadband Strategic Plan, the Portland Plan and the Digital Equity Action Plan which, in relevant part, focus on technology and broadband access to address disparities faced by marginalized populations. Grantee is uniquely situated to assist the City in meeting certain technology and broadband access goals.
4. Under an intergovernmental agreement to which the City is a party (MHCRC IGA), the City has delegated responsibility to the Mt. Hood Cable Regulatory Commission (MHCRC) for ensuring cable company compliance with PEG Cable Franchise requirements, and for overseeing certain PEG resources, including collecting and allocating PEG Access Capital funding ('PEG funding').
5. The MHCRC and Grantee have entered into a separate grant agreement with a term expiration of June 30, 2028, governing the provision of PEG funding to support the capital needs of Grantee to provide services identified in this Agreement.
6. The City and Grantee desire to enter into this Agreement for the provision of City funds to support the operational needs of Grantee to provide services to the community.
7. Continued annual Grantee operational support for fiscal years through the term of this Agreement are provided for under Article IV(A). Each fiscal year begins July 1 and ends June 30. Subject to annual appropriation by the City Council in the City's

budget process, the City anticipates that sufficient funds will be available for this purpose.

## **ARTICLE I. SCOPE OF WORK**

Grantee shall use the funds provided under this Agreement exclusively for the purposes described in Exhibit A (Scope of Work), attached and incorporated herein.

## **ARTICLE II. TERM**

The term of this Agreement is July 1, 2023, through and including June 30, 2028, unless terminated in accordance with Article V(B). This Agreement shall be effective on July 1, 2023, upon passage of City Council Ordinance and execution by the parties, as shown by their signatures below.

## **ARTICLE III. SPECIFIC CONDITIONS OF THE GRANT**

- A. City Grant Manager. City hereby appoints Rana DeBey, Bureau of Planning and Sustainability, as its Grant Manager for this Agreement. City may, from time to time, designate another person to act as the City Grant Manager and will inform Grantee in writing, in accordance with Article III(F), of any change in Grant Manager. The City Grant Manager is authorized to approve billings and invoices submitted pursuant to this Agreement and to carry out all other City actions and responsibilities in accordance with this Agreement.
  
- B. Grantee Project Manager. Grantee hereby appoints Courtney Rae Romine-Mann, Director of Growth, as its Project Manager for this Agreement. Grantee may, from time to time, designate another person to act as the Grantee Project Manager and will inform the City in writing, in accordance with Article III(F), of any change in Project Manager.
  1. Grantee hereby appoints Courtney Rae Romine-Mann as a designated signatory with fiscal and legal authority to sign documents as necessary. Grantee will promptly notify in writing when there are changes to the designated signatory.
  
- C. Program and Fiscal Monitoring. The Grant Manager shall monitor Grantee on an as-needed basis to assure Agreement compliance. Monitoring may include, but is not limited to, on-site visits, telephone interviews and review of required reports. Monitoring will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the Grant Manager, who shall provide five (5) business days' notice for any requested on-site visits or document requests. Notwithstanding such monitoring or lack thereof, Grantee remains fully responsible for performing the services required by this Agreement.

1. Grantee shall notify Grant Manager in writing when there are staffing changes in key personnel, both outgoing and incoming. Key personnel shall include members of the leadership and/or executive team and Board of Directors.
- D. Publicity. Grantee shall use its best efforts to mention the City's grant funding in publicity regarding the program(s) that will be supported by the funds under this Agreement.
- E. City and MHCRC Board Appointees.
1. Pursuant to Portland City Code 3.115.040, the Mayor and Commissioner in Charge each appoint one (1) voting member to Grantee's Board of Directors, for staggered terms of three (3) years, subject to confirmation by the City Council (City Board Appointees).
    - A. Grantee Project Manager will inform Grant Manager when a Council appointed member is not meeting the following expectations: attendance in at least 80% of the regularly scheduled Board of Director meetings, as well as 80% of meetings for one Board sub-committee; and active participation in all Board votes by email." The Grant Manager will notify the Commissioner in Charge or the Mayor for follow up to confirm capacity to serve or seek reappointment.
  2. Pursuant to Portland City Code 3.115.040, the MHCRC appoints a non-voting member to Grantee's Board of Directors. Grantee accepts and shall seat the MHCRC's designee as a non-voting member of its Board (MHCRC Board Appointee).
  3. Grantee shall provide City and MHCRC Board Appointees and Grant Manager notice of the time, date, and location of all meetings of Grantee's Board of Directors and committees thereof in the same manner in which Grantee notifies members of their Board of Directors; and provide all relevant materials distributed prior to, at or subsequent to such meetings.
  4. MHCRC Board Appointee shall have the same rights , with the exception of voting rights, as the other members of Grantee's Board of Directors to monitor and participate in all Board-related affairs of Grantees.
  5. Grantee shall, upon reasonable request, provide City and MHCRC Board Appointees and Grant Manager with copies of all relevant information regarding Grantee's financial affairs, internal business affairs, and accounting and inventory systems.
- F. Notice. All notices provided under this Agreement shall be sufficient if:

Emailed to the receiving party's address specified below, or in writing to the address specified below and (1) delivered personally to the addressee listed below; (2) deposited in the United States Mail, postage prepaid, certified mail, return receipt requested; or (3) sent by courier (return receipt requested). Any notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

Any changes to the contact information below shall be sent to the other party by email or in writing:

If to the Grantee:

Courtney Rae Romine-Mann, Director of Growth  
Open Signal  
2766 N.E. Martin Luther King, Jr. Blvd.  
Portland, OR 97212  
Email: [courtneyrae@opensignalpdx.org](mailto:courtneyrae@opensignalpdx.org)

If to the Grant Manager/City:

Rana DeBey  
MHCRC Community Grants Manager  
Bureau of Planning & Sustainability, Community Technology Group  
City of Portland  
1900 SW 4th Ave., Suite 7100  
Portland, OR 97201  
Email: [rana.debey@portlandoregon.gov](mailto:rana.debey@portlandoregon.gov)

G. Reports and Records.

1. Grantee shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Grantee agrees to maintain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement during the term of this Agreement and for a minimum of six (6) years after the expiration or termination date of this Agreement or until the resolution of all audit questions or claims, whichever is longer. Grantee files its final reports under Exhibit B (Grant Status Reports), attached and incorporated herein, or termination of this Agreement, whichever is later. Grantee shall provide City prompt access to these records upon request and permit copying as City may require.
2. Grantee shall provide such information as deemed reasonably appropriate by the Grant Manager regarding the Grantee's activities and use of funds under this Agreement.

3. Grantee shall provide the Grant Manager, initially and within ten (10) business days of any change, current documentation of Grantee's tax-exempt status under the Internal Revenue Code.
4. Grantee shall provide the Grant Manager, initially and within ten (10) business days of any change, a copy of current policies and procedures described in Exhibit A: Public Access Channels.
5. Status Reports. Within forty-five (45) calendar days after the close of each fiscal year six-month period, the Grantee shall submit a status report to the Grant Manager in a format subject to approval by the Grant Manager. Such approval shall not be unreasonably withheld. Six-month status reports shall contain information as described in Exhibit B, unless otherwise approved by the Grant Manager.
6. Financial Reports. Within forty-five (45) calendar days after the close of each fiscal year quarter, the Grantee shall submit a financial report, approved by Grantee's Board of Directors, to the Grant Manager based on the Grantee's fiscal year budget. Unless the Grantee and the Grant Manager agree to a different report format or different report parameters, the quarterly financial report shall contain information on Grantee's revenues and operating expenditures including, among other items:
  - a. Sources and amounts of revenue;
  - b. Operating expenditures (amounts and percent of total), by budgetary line item and by programmatic area; and
  - c. Year-to-date balance sheet.

#### H. Audits

1. Grantee Annual Financial Audit. Within ninety (90) calendar days after the close of each fiscal year, the Grantee shall submit to the Grant Manager Grantee's financial statements prepared in accordance with generally accepted accounting principles and audited or reviewed by an independent Certified Public Accountant. The Grantee's annual financial statements shall fairly represent the overall financial status of the Grantee in accordance with generally accepted audit standards.
2. City Audits. The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and Products or Services at any time in the course of the Agreement and during the records



retention period listed above. Audits shall be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.

3. Access to Records. (06/19) The City may examine, audit, and copy Grantee's books, documents, papers, and records relating to this Agreement at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request.
4. Overpayment. (09/17) If an audit discloses that payments to Grantee were in excess of the amount to which Grantee was entitled, then Grantee shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices.

#### **ARTICLE IV. PAYMENTS**

- A. Subject to the terms and conditions of this Agreement, the City shall pay Grantee an annual grant amount as follows:

Operational Funds. The operational funding grant for the grant term shall not exceed \$6,140,459. The City shall determine the amount of the grant annually as a part of the City's budget process. The City shall adjust the amount of the grant annually by applying a percentage equal to the annual growth rate in the CPIW.

1. For purposes of this Article, CPIW means the ratio of the average Consumer Price Index for Urban Wage Earners and Clerical Workers for the West Region, Size A (over 1.5 million) for January through June of the year immediately preceding the fiscal year being calculated (e.g., January through June 2017 for fiscal year 2018- 2019) to the average Consumer Price Index for West Region Urban Wage Earners for January through June of two (2) years preceding the fiscal year being calculated (e.g., January through June 2016 for fiscal year 2018-2019) minus one (1).
2. Based on the City's approved budget appropriation for Grantee, and after Grantee submits an invoice to the City, the City shall make four (4) equal payments for annual funding under Article IV(A) by August 15, November 15, February 15 and May 15 of each fiscal year.
3. In the case of circumstances causing financial constraints on the City resulting in the curtailment of City bureau budgets, the City may reduce the annual grant. If the City reduces the annual grant under Article IV(A), Grantee may reduce its scope of work under Exhibit A, commensurate with that reduction. Grantee shall

submit its service reduction plan to the Grant Manager prior to implementing service reductions. Any service reduction shall be subject to approval by the Grant Manager.

4. The City may consider additional special appropriations of funds as may be requested by the Grantee from time to time.

B. Grantee shall annually submit to the Grant Manager:

1. By April 15, a proposed budget for the succeeding fiscal year; and
2. By June 30, a budget adopted by Grantee's Board of Directors.
3. The budget shall include, at a minimum:
  - a. Actual revenues and expenditures, by line item, for the past three fiscal years;
  - b. The adopted budget, by line item, for the current fiscal year;
  - c. Projected revenues and expenditures, by line item and line-item detail, for the proposed fiscal year budget;
  - d. A narrative identifying how funds provided under Article IV(A) will be used to support the Scope of Work in Exhibit A.
4. The budget shall be in a format acceptable to the Grant Manager. If the Grant Manager wishes to require any changes from a current budget format, the Grant Manager will notify Grantee of the required changes no less than forty-five (45) calendar days prior to the due date for budget submission.
5. Prior to February 1 of each year, the Grant Manager shall provide to Grantee a projection of the annual funding provided under Article IV(A) for the succeeding fiscal year.
6. Grantee shall submit to the Grant Manager any amendments or revisions to the budget within ten (10) business days of approval by Grantee's Board of Directors.

C. Prior to July 1 of each year, the Commissioner in Charge may disapprove a budget submitted by the Grantee for the succeeding fiscal year upon a determination that the budget submitted by Grantee reflects one or more of the following:

1. That the budget fails to support the Scope of Work described in Exhibit A or requirements under Article III;

2. That funds or assets the Grantee has received or is to receive from the City will be spent or applied for purposes unrelated to the Scope of Work in Exhibit A;
  3. That funds the Grantee has received or is to receive from the City will be endangered by waste, substantial damage, destruction, foreclosure or other similar jeopardy without sufficient, reasonable explanation or justification therefore; or,
  4. That revenue reasonably expected to be received by the Grantee will be insufficient to meet debt obligations incurred or to be incurred by Grantee in light of Grantee's planned expenditures.
- D. If at any time the Grant Manager determines that one or more of the conditions listed in Article IV(C)1-4 exists, then notice of such determination together with recommended action shall be given to the Grantee and the Commissioner in Charge.
- E. Upon disapproval of the Grantee's budget as provided in Article IV(C), the Commissioner in Charge may impose reasonable terms on the expenditure of the funds provided to Grantee in Article IV(A) to protect against such fiscal deficiencies pending thereof by the Grantee.

## **ARTICLE V. ENFORCEMENT**

- A. Compliance Remedies.
1. If the Grant Manager reasonably determines Grantee's performance is inconsistent with any requirements of this Agreement, then the Grant Manager shall provide written notice of such determination to Grantee, with a copy to the Commissioner in Charge. Grantee shall have thirty (30) calendar days after receipt of the notice to cure the inconsistency and document such cure to the Grant Manager. The Grant Manager may shorten the cure period only in the event that funds are being misapplied or wasted. The Grant Manager may lengthen the cure period if Grantee demonstrates a good faith effort to cure and the time period to cure may reasonably require a longer period. If, after the cure period, the Grant Manager reasonably determines that Grantee's performance is inconsistent with the requirements of this Agreement, the Commissioner in Charge may direct one or more of the following compliance tools be implemented until the Commissioner in Charge determines that the Grantee's performance is consistent with the requirements of this Agreement:
    - a. Undertake a City audit or review of Grantee's records in accordance with Article III(H)2.

- b. Reduce or suspend quarterly payments to Grantee. Funds withheld by the City may be used, as directed by the Commissioner in Charge, to support an audit or review in accordance with Article III(H)2;
  - c. Require Grantee to return to the City any portion of funds received by Grantee under this Agreement that have been determined to have been spent outside of the scope or the requirements of this Agreement;
  - d. Terminate this Agreement in accordance with Article V(B).
2. Any funds withheld in accordance with Article V(A)(b) may be released to the Grantee, net of any funds used under Article V(B)(1)(b), after the Commissioner in Charge is reasonably satisfied that Grantee's performance inconsistencies have been satisfactorily remedied and Grantee is in substantial compliance with the requirements of this Agreement.

**B. Termination for Cause.**

It shall be cause for termination of this Agreement if Grantee uses grant funds outside the scope of this Agreement, or if Grantee fails to substantially comply with any other requirements under this Agreement. The City shall provide written notice to Grantee of such termination with a termination date no sooner than thirty (30) calendar days after receipt of the written termination notice by Grantee.

- 1. Upon notice of termination, the City is under no obligation to continue providing grant funds.
- 2. Upon notice of termination, Grantee shall not spend unused grant funds except as provided in Article V(B)(3) and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.
- 3. In the event of termination in accordance with Article V(B), Grantee may use funds on hand for payment of costs reasonably incurred in performance of work under this Agreement prior to the termination date, including payment of employee payroll and outstanding contracts for services.
- 4. Nothing herein shall entitle the City to recover funds or assets the Grantee acquired from sources other than the City; nor shall the City be entitled to any funds or assets that the recovery of which would prevent full payment of amounts owing to creditors of the Grantee.

- C. Termination by Agreement or for Convenience of City. The City and Grantee may terminate this Agreement at any time by mutual written agreement. Alternatively, the

City may, upon one hundred eighty (180) calendar days' notice, terminate this Agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, Grantee shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, Grantee shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.

- D. The City shall not consider the content of Grantee's programming, including the Grantee's or a producer's choice of subject matter and the point of view expressed, in making any decision regarding the allocation or appropriation of funds for the Grantee under Article IV(A), the adequacy of the Grantee's budget under Article IV(C), or the termination of this Agreement in accordance with Article V(B).

## **VI. GENERAL GRANT PROVISIONS**

- A. Amendments. The Grant Manager may execute amendments to this Agreement, provided the changes do not increase City's financial risk. Amendments increasing the City's financial risk or the amount of the grant funds under Article IV(A) must be approved by the City Council by ordinance. Amendments must be in writing and executed by the authorized representatives of the parties and approved as to form by the City Attorney.
- B. Non-Discrimination. In carrying out activities under this Agreement, Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, familial status, sexual orientation or national origin. Grantee shall take actions to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, familial status, sexual orientation or national origin. Such action shall include but not be limited to, 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 post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this nondiscrimination clause. Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability, familial status, sexual orientation or national origin. Grantee shall incorporate the foregoing requirements of this paragraph in all its agreements for work funded under this Agreement.
- C. Indemnification.
  - 1. Grantee shall hold harmless, defend, and indemnify City and its officers, agents, and employees against all claims, demands, actions and suits (including all

costs) arising from the acts or omissions of Grantee or its officers, agents, employees, and contractors related to Grantee's performance under this agreement.

2. The City shall not be liable for any obligations incurred by the Grantee absent any agreement to the contrary. The Grantee shall not represent to any person that the City is liable for any of Grantee's obligations.

D. Insurance.

Grantee shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

1. Workers' Compensation Insurance.

Grantee, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. Grantee will maintain workers' compensation insurance coverage for the duration of this Agreement.

In the event Grantee's workers' compensation insurance coverage is due to expire during the term of this Agreement, Grantee agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration. Grantee will provide the City with certification of workers' compensation insurance renewals, as such insurance renewals occur.

2. Commercial General Liability Insurance.

Grantee shall maintain commercial general liability and property damage insurance that protects Grantee and the City and its officers, agents and employees from all claims, demands, actions and suits for damage to property or personal injury, including death, arising from Grantee's work under this Agreement. Grantee's insurance shall also name as additional insureds the cable franchisees, as required under the Cable Franchises, with respect to any claim for injury, damage, loss, liability, cost or expense arising from programming or other transmission placed by Grantee on PEG access channels

or the City's institutional network (but not if arising out of any act done by the cable franchisee or its officers, agents or employees).

The insurance shall provide coverage for not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$2,000,000. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents and employees.

Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without thirty (30) calendar days' written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to termination of the Agreement, Grantee shall provide a new policy with the same terms. Grantee agrees to maintain continuous, uninterrupted coverage for the duration of the Agreement.

3. Automobile Liability Insurance. Grantee shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned autos. This coverage may be combined with the commercial general liability insurance policy.
4. Cablecaster's Errors and Omission Insurance. Grantee shall maintain insurance to cover the content of productions which are cablecast on an access channel in, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress or invasion of privacy; plagiarism; misuse of musical or literary materials. This policy shall not be required to cover individual access producers.
5. Directors' and Officers' Liability Insurance. Grantee shall maintain directors' and officers' liability insurance with coverage in an amount of not less than \$1,000,000, subject to a reasonable deductible which shall be determined by Grantee's Board of Directors.
6. Officers', Directors', Trustees' and Employees' Fidelity Insurance. Grantee shall maintain fidelity insurance for all officers, directors, trustees and employees of the Grantee and all other persons handling or responsible for grant funds paid to or administered by the Grantee. The total amount of fidelity insurance coverage required shall be in an amount of the greater of either: (1) \$1,000,000; or, (2) the total sum of grant funds provided to Grantee in a fiscal year quarter during the prior calendar year. Such fidelity insurance shall name the Grantee as obligee

and shall contain waivers by the issuers of the insurance of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The insurance shall provide that it may not be canceled or substantially modified (including cancellation for nonpayment of a premium), without at least ten (10) business days' prior written notice to the City.

7. Continuous Coverage: Notice of Cancellation. Grantee shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) calendar days' written notice from Grantee to City. If the insurance is canceled or terminated prior to termination of the Agreement, Grantee shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
  8. Certificate(s) of insurance: Grantee shall provide proof of insurance through acceptable certificates of insurance and a CG 2026 additional insured endorsement form (or an equivalent blanket additional insured form) to City on or before execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all parties endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to City. City reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required.
- E. Grantee's Contractor: Non-Assignment. If Grantee utilizes contractors to complete its work under this Agreement, in whole or in part, Grantee shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, Grantee shall remain obligated for full performance hereunder, and City shall incur no obligation other than its obligations to Grantee hereunder. This Agreement shall not be assigned or transferred in whole or in part without prior written approval of City.
- F. Independent Contractor Status. Grantee, and its contractors and employees, are not employees of City and are not eligible for any benefits through City, 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.
- G. Oregon Laws and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to its provisions regarding conflicts of law. Any



litigation between City and Grantee arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County, and if in the federal courts, in the United States District Court for the State of Oregon.

- H. Compliance with Law. Grantee and all persons performing work under this Agreement shall comply with all applicable federal, state and local laws and regulations. Grantee shall maintain its nonprofit and tax-exempt status during this Agreement. Grantee shall be EEO certified by City in order to be eligible to receive grant funds.
- I. Severability. City 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.
- J. Merger. This Agreement contains the entire agreement between City and Grantee and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- K. Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement and the Agreement may only be enforced by the parties.
- L. Electronic Transaction: Counterparts. The parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

**SIGNATURES:**

## Exhibit A: PCM (dba Open Signal)/City Grant Agreement - Scope of Work

- Grantee shall conduct training as needed, in consultation with the Grant Manager, which informs and updates Grantee Board members and Grantee management staff about the funding, requirements, and relationships between and among Grantee, the MHCRC, and the City under this Agreement and the Cable Franchises.
- Grantee shall allocate grant funds and other resources to accomplish the following:

### A. Content and Video Distribution

- Portland City Government Programming
  - *Government Access Channels*: Manage the transmission of programming on cable channels provided as government access channels through the Cable Franchises. Grantee shall have scheduling control over government access channels. Grantee shall serve as the point of origination for government access channels under the Cable Franchises.
  - *Portland City Council Meetings and Budget Forums*: Produce gavel-to-gavel video coverage and live cablecast regular City Council meetings and sessions, including City Council work and budget sessions, conducted at Portland City Hall.
    - City and Grantee will agree upon primary points of contact at the City (City staff) and at Grantee to ensure communication prior to, during, and post production is immediate and effective. City shall notify Grantee of any updates to the primary point of contact immediately.
    - Hybrid Meetings:
      - Grantee shall provide computers for Grantee staff to join the video conferencing system and integrate the audio and video display from the City-maintained video conferencing system into the City Council chambers with both audio and video.
      - Grantee shall join the remote sessions with a minimum of 2 accounts in order to deliver video conferencing audio and video into the main video program.
      - City shall provide Grantee with details for connecting to the City-maintained video conferencing system and ensure that this information is accurate and communicated at minimum 48 hours in advance of each session.
      - City will manage and moderate access to the video conferencing system used for hybrid sessions. Technical support, account access, billing, and end-user support shall be provided by the City.
    - For programming originating at City Hall, Grantee shall provide a high-definition format video program signal to the demarcation point on the

City's YouTube Channel for additional distribution of the programming by the City.

- For Grantee to produce and cablecast the programming described above, Grantee must house certain equipment at City Hall. The City shall provide, at its own expense, secure, adequate space and internal wiring for Grantee's equipment at City Hall. Grantee shall own, insure and maintain the following equipment:
  - City Hall Council Chambers video cameras that meet the broadcast specifications for the current medium;
  - City Hall video control room components (video and audio capture, switcher, audio mixer, monitors, video processors, system wiring, computers, equipment rack, etc.) to produce video programs and encode the video signals; and
  - City Hall communications room cable television encoder that transmits video signal to Grantee headend.
  
- *Produce video coverage of up to three (3) community budget forums annually as selected by the City Mayor.* Grantee requires 30 days advance notice for those budget forums where video coverage is requested and are not conducted in the City Hall Council Chambers. Grantee shall provide, set up, test and support the following mobile equipment:
  - Audio system, with microphones and speakers;
  - Projection system, with a projector, and screen;
  - Video production equipment, including closed captioning encoder; and
  - In order for Grantee to produce video coverage of community budget forums at locations other than City Hall Council Chambers, the City will ensure that the location has enough bandwidth to transmit video signal to Grantee's headend for cable channels.
  
- In November 2022, Portland voters amended the City's Charter to increase Council from five (5) to twelve (12) members beginning in January 2025. City and Grantee acknowledge that the increase in Council membership may require additional funding to Grantee above the standard increase for inflation. City and Grantee further acknowledge that any such additional funding that increases the not-to-exceed amount of this Contract will require a written Amendment.
  
- *Cooperate with the City, through the Portland Bureau of Emergency Management (PBEM) or its successor agency) and Cable Franchisees regarding dissemination of disaster preparedness information and communication of emergency messages to the public through Grantee channels and facilities, subject to applicable federal and state laws.* PBEM shall provide to Grantee the name and contact information of its authorized

emergency representatives, and Grantee shall do the same to facilitate accurate emergency or disaster communications.

- o *Cooperate with the City through the Bureau of Technology services or its successor agency, Grantee will meet applicable network and information security requirements.*
  - Grantee will maintain an inventory of equipment connecting to the City network and will provide notice when equipment on this list changes.
  - City will convene Grantee and Bureau of Technology services staff as needed, at minimum annually, in order to review operating agreements regarding equipment inventory and demarcation points for accuracy.
- o *Grantee will work with the Bureau of Technology Services to securely connect equipment to 3rd party Internet Service Provider and/or the City Network, meeting current and future security as well as technical requirements.*
- o *Acquire or produce, at Grantee's discretion and subject to Grantee's special projects cost structure, and in collaboration with City bureaus and offices, local government programming to promote civic dialogue and engagement with historically marginalized groups) on issues of importance to community members and their governments.*
- Public Access Channels
  - o Manage the transmission of programming on cable channels provided as public access channels through the Cable Franchises. Grantee shall schedule programming on such channels in accordance with reasonable and nondiscriminatory policies and procedures, except that, in accordance with applicable law, Grantee may refuse to transmit programming which the Grantee has determined would infringe on a copyright or which has been deemed unprotected speech by a court of competent jurisdiction. Grantee shall also serve as the point of origination for public access channels under the Cable Franchises.
  - o Grantee shall manage and participate in programming of the community access network (CAN) channel.
  - o Grantee shall develop and maintain a detailed manual setting forth policies and procedures which include non-discriminatory practices for the public to use and have access to resources provided under this Agreement which are designated for Public Access purposes.

- Video on Demand
  - Coordinate and provide local programming, at Grantee's discretion, for distribution on the Cable Franchisee's video-on-demand (VoD) platform. The VoD platform shall not be considered a public access resource under this Agreement. A minimum of fourteen (14) hours shall be available to Grantee at any given time for programming on Cable Franchisee's VoD platform. Grantee shall ensure that it provides programming to fulfill at least twelve (12) of the fourteen (14) hours at all times. If the MHCRC determines that the VoD hours are not being effectively used by Grantee to provide local programming, the MHCRC may reduce the hours available to Grantee on the Cable Franchisee's VoD platform.
  
- Live Origination Sites
  - Manage the transmission of programming from live origination sites as provided under the Cable Franchises.
  
- Access Channel Interconnects
  - Manage the use of access channel interconnections provided under the Cable Franchises.

**B. Media Education and Workforce Development Services**

- Provide culturally responsive, relevant and affordable media training for and with mediamakers who self-identify as Black, Indigenous, and people of color. Trainings shall be tailored to address the unique barriers for these populations to getting online or producing media content, including but not limited to level of expertise, interests and needs, language, schedule requirements, level of income and geographic availability.
  
- Provide non-profit organizations access to media and broadband content-production tools and support for content creation, sharing, and distribution across multiple platforms and technologies.
  
- Create workforce development and creative culture opportunities with mediamakers of color to develop career-ready and technology competencies and experience necessary for jobs in the digital economy.
  
- Engage ethnically, culturally and linguistically diverse communities for Grantee to create, acquire and distribute content that supports a wide range of community perspectives, specifically those historically misrepresented or underrepresented in traditional media.

- Collaborate with other nonprofit organizations throughout the Portland area to build community media capacity. Provide additional support and training to nonprofits that prioritize BIPOC communities.

**C. Cable Franchise Support**

- Provide technical expertise to the City and the MHCRC to assist with regulatory oversight of access requirements described in the Cable Franchises and participate in community needs ascertainments and defining related access requirements for franchise renewals.
- Develop and maintain any necessary operating agreements with Cable Franchisees resulting from Grantee's status as the City's designated community media provider, consistent with the requirements of the Cable Franchises.
- Partner with MHCRC staff on supporting initiatives that spend the PEG/I-Net Fund, such as Grantee attendance at informational meetings related to grant programs.

## **Exhibit B: PCM (dba Open Signal)/City Grant Agreement - Grant Status Reports**

Within 45 days after the close of each 6-month period, Grantee shall submit to the Grant Manager a Grant Status Report in accordance with Agreement Article III(G)5, which shall contain at least the following information for the reporting period, unless otherwise approved by the Grant Manager:

### **1. Content and Video Distribution**

- a. The total number of government meetings videotaped and number of hours of government programming cablecast on the Government Access Channel, including both in its original cablecast and any repeated playback:
  - Produced by the Grantee or through Grantee's facilities;
  - Acquired by Grantee from local government entities; and
  - Acquired and sponsored by Grantee from local and non-local sources.
- b. Total number of public service announcements (PSAs) broadcast, including:
  - PSAs acquired by Grantee from the City
  - PSAs created by Grantee in collaboration with the City
- c. For each channel dedicated for Public Access Programming, the percentage of time averaged over the reporting period that the following types of programming were cablecast on the channel, including both in its original cablecast and any repeated playback:
  - Produced through Grantee's facilities,
  - Acquired from local Metro Area sources;
  - Acquired from non-local sources; and
  - Generated by a bulletin board, event listings, program listings or other types of character generated listings.
- d. The total number of new programming (in its first-run playback) cablecast by Grantee on all Access channels, and related total hours broken out by original cablecast and repeat playback during, for the following types of programming:
  - Produced using Grantee's facilities and/or equipment;
  - Created within the local Metro Area, utilizing minimal Grantee resources for production;
  - Created outside the Metro Area, utilizing little or no Grantee resources for production; and
  - Generated on a bulletin board for community groups' events and services listings, including a number of distinct groups served by this programming.
- e. List of video-on-demand programming, including title, program description, average number of hours per month provided by Grantee, and whether the



programming was produced by the Grantee, through Grantee's facilities or acquired from another source.

- f. A list representative of the programs which demonstrate Grantee's acquisition, production and/or distribution of programming content with a wide range of community perspectives, including those of groups that have historically been misrepresented or under-represented in traditional media.
- g. Number and/or percentage of series producers who self-identify as non-white or people of color.
- h. Grantee's criteria for selecting programming to be provided on Cable Franchisee's video-on-demand platform.
- i. List of live origination sites used and programming activity from the sites.

## **2. Media Education and Workforce Development Services**

- a. Description of media education and workforce development services provided to individual media makers, tracking the following metrics:
  - I. Number of training hours provided
  - II. Number of individuals receiving training
  - III. Number and/or percentage of participants who identify as non-white or people of color
- b. Description of engagements with mission-aligned nonprofit organizations, including trainings, space use, equipment loans, and the programmatic partnerships. Track names and number of nonprofits engaged and individuals reached.
- c. Evidence of learning by all individuals and nonprofits trained, including development of technical knowledge and soft skills.
- d. Description of efforts to tailor, adjust, or change media education and digital literacy services to be responsive to target populations' needs, including engagement strategies and data used to inform the changes.
- e. Description of other engagements with members of BIPOC communities and/or other Portlanders who may experience disproportionate access to media technology and resources- (including any meaningful engagement efforts to further dismantle disparities across gender, race, class, sexual orientation, physical ability, etc.) This could include events, tours, equipment donations, etc.

### **3. Organizational Commitment to Diversity, Equity, Inclusion and Accessibility**

- a. Demographics of Grantee's staff and board, including percentage of employees and board members who identify as BIPOC, Womxn, non-binary, LGBTQIAS+, working parents, experience being low-income, living with a disability (visible or nonvisible), immigrant or refugee, speaker of non-English languages, trauma survivors, etc.
- b. List of educational opportunities and events engaged in by Grantee's staff and board, tracking number of training hours completed in racial equity, self-awareness, implicit bias and compassion-based professional practices.
- c. Accomplishments by Grantee's staff and board in service to organization-wide equity goals.



# Mt. Hood Cable Regulatory Commission

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

## **COVER SHEET – AGENDA ITEM #R3**

For Commission Meeting: March 22, 2023

“MHCRC/Open Signal Capital Funding Grant Agreement”

### **Committee Recommendation:**

The MHCRC Equity Committee recommends that the Commission approve the Grant Agreement between the Mt. Hood Cable Regulatory Commission and Portland Community Media, an Oregon nonprofit benefit corporation doing business as Open Signal, to provide capital support.

### **Background/Discussion:**

The renewal of Open Signal’s grant agreement is taking the form of two separate, but related, agreements: one with the City of Portland for operations funding and one with the MHCRC for capital funding. This construct better reflects the source and authority of the funding received by Open Signal for digital skills training and media service to the Portland community. Open Signal’s grant agreement for capital funding expires on June 30, 2023.

For the past year or more, staff engaged in renewal discussions with Open Signal. Renewal discussions focused primarily on the terms of the multi-year contract, the scope of work (Exhibit A), and Grant Status Report requirements (Exhibit B). Staff and Open Signal reached agreement on the terms and conditions of the 5-year grant agreement in April.

On May 11, 2023, the Equity Committee reviewed the draft agreement and is recommending the Commission approve the grant agreement as attached.

**Attachments:** Open Signal/MHCRC Grant Agreement DRAFT

Prepared By: Rana DeBey

May 15, 2023



## AGREEMENT FOR CAPITAL SUPPORT

This Grant Agreement (Agreement) is between the Mt. Hood Cable Regulatory Commission ("MHCRC") and Portland Community Media, an Oregon nonprofit public benefit corporation doing business as Open Signal (Grantee), to provide capital support.

### RECITALS:

1. Grantee is an Oregon nonprofit public benefit corporation, which provides media and broadband technology training, tools and distribution platforms to diverse communities throughout the City of Portland to engage broad participation in civic and cultural life, and to provide video programming of, by, and for the community over local public, educational, and governmental access cable channels.
2. Through an ascertainment of community needs, the MHCRC found that historically underrepresented and non-English speaking communities and other marginalized populations face disparities in using and accessing media and broadband technology which, among other things, may lead to inequities in opportunities for education, civic engagement, and workforce development. Grantee is uniquely situated to assist the MHCRC in meeting certain technology and broadband access goals.
3. The City of Portland ("City") has entered into cable services franchise agreements ("Cable Franchises"), which, among other things, provide financial and technology resources dedicated for public, educational and government uses by access providers as designated by the MHCRC.
4. The City is a party to an intergovernmental agreement (MHCRC IGA), which among other things, delegates responsibility to the MHCRC for ensuring compliance with PEG Cable Franchise requirements, overseeing and allocating certain PEG resources, including collecting and allocating PEG Access Capital funding ("PEG funding"), and entering into grant agreements as necessary to accomplish the general purposes of the MHCRC IGA.
5. The City and Grantee have entered into a separate grant agreement governing the provision of operations funding to support the operational needs of Grantee to provide services identified in this Agreement.
6. MHCRC designates Grantee as a PEG Access provider and assigns control and management of certain PEG resources provided under the Cable Franchises.
7. The MHCRC and Grantee desire to enter into this Agreement for the provision of MHCRC PEG funds to support the capital needs of Grantee to provide services to the community.

8. Continued annual Grantee funding support for fiscal years through the term of this Agreement are provided for under Article IV(A). Each fiscal year begins July 1 and ends June 30. Funds are anticipated to be available for this purpose in the MHCRC's budget, subject to annual appropriation by the City and other jurisdictional parties to the MHCRC IGA.

## **ARTICLE I. SCOPE OF WORK**

Grantee shall use the funds provided under this Agreement exclusively for the purposes described in Exhibit A (Scope of Work.), attached and incorporated herein.

## **ARTICLE II. TERM**

The term of this Agreement is July 1, 2023, through and including June 30, 2028, unless terminated in accordance with Article V(B). This Agreement shall be effective on July 1, 2023, upon execution by the parties, as shown by their signatures below.

## **ARTICLE III. SPECIFIC CONDITIONS OF THE GRANT**

- A. MHCRC Grant Manager. The MHCRC hereby appoints Rana DeBey, City of Portland Bureau of Planning & Sustainability, as its Grant Manager for this Agreement. The MHCRC may, from time to time, designate another person to act as the MHCRC Grant Manager and will inform Grantee in writing, in accordance with Article III(F), of any change in Grant Manager. The MHCRC Grant Manager is authorized to approve billings and invoices submitted pursuant to this Agreement and to carry out all other MHCRC actions and responsibilities in accordance with this Agreement.
- B. Grantee Project Manager. Grantee hereby appoints Courtney Rae Romine-Mann, Director of Growth, as its Project Manager for this Agreement. Grantee may, from time to time, designate another person to act as the Grantee Project Manager and will inform the MHCRC in writing, in accordance with Article III(F), of any change in Project Manager.
  1. Grantee hereby appoints Courtney Rae Romine-Mann as a designated signatory with fiscal and legal authority to sign documents as necessary. Grantee will promptly notify in writing when there are changes to the designated signatory.
- C. Program and Fiscal Monitoring. The Grant Manager shall monitor Grantee on an as-needed basis to assure Agreement compliance. Monitoring may include, but is not limited to, on-site visits, telephone interviews, and review of required reports. Monitoring will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the Grant Manager, who shall provide five (5) business days notice for any requested on-site visits or

document requests. Notwithstanding such monitoring or lack thereof, Grantee remains fully responsible for performing the services required by this Agreement.

1. Grantee shall notify Grant Manager in writing when there are staffing changes in key personnel, both outgoing and incoming. Key personnel shall include members of the leadership team and/or executive team, and Board of Directors.

D. Publicity. Grantee shall use its best efforts to mention the MHCRC's grant funding in publicity regarding the program(s) that will be supported by the funds under this Agreement. Grantee shall work with the Grant Manager to ensure that the Access Resources provided under the Cable Franchises are appropriately acknowledged.

E. MHCRC Board Appointee.

1. The MHCRC shall appoint one non-voting member to Grantee's Board of Directors. Grantee accepts and shall seat the MHCRC's designee as a member of its Board.
2. Grantee shall provide the MHCRC Board Appointee and Grant Manager adequate notice of the time, date, and location of all meetings of Grantee's Board of Directors and committees thereof; and provide all relevant materials distributed prior to, at, or subsequent to such meetings.
3. The MHCRC Board Appointee shall have the same rights, with the exception of voting rights, as the other members of Grantee's Board of Directors to monitor and participate in all Board-related affairs of Grantee.
4. Grantee shall, upon reasonable request, provide MHCRC Board Appointee and Grant Manager with copies of all relevant information regarding Grantee's financial affairs, internal business affairs, and accounting and inventory systems.

F. Notice. All notices provided under this Agreement shall be sufficient if:

Emailed to the receiving party's address specified below, or in writing to the address specified below and: (1) delivered personally to the addressee listed below; (2) deposited in the United States Mail, postage prepaid, certified mail, return receipt requested; or (3) sent by courier (return receipt requested). Any notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

Any changes to the contact information below shall be sent to the other party by email or in writing:

If to the Grantee:  
Courtney Rae Romine-Mann, Director of Growth  
Open Signal  
2766 N.E. Martin Luther King, Jr. Blvd.  
Portland, OR 97212  
Email: [courtneyrae@opensignalpdx.org](mailto:courtneyrae@opensignalpdx.org)

If to the Grant Manager/MHCRC:  
Rana DeBey  
MHCRC Community Grants Manager  
Bureau of Planning & Sustainability, Community Technology Group  
City of Portland  
1900 SW 4th Ave., Suite 7100  
Portland, OR 97201  
Email: [rana.debey@portlandoregon.gov](mailto:rana.debey@portlandoregon.gov)

G. Reports and Records.

1. Grantee shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Grantee agrees to maintain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement during the term of this Agreement and for a minimum of six (6) years after the expiration or termination date of this Agreement or until the resolution of all audit questions or claims, whichever is longer. Grantee files its final reports under Exhibit B (Grant Status Reports), attached and incorporated herein, or termination of this Agreement, whichever is later. Grantee shall provide City prompt access to these records upon request and permit copying as City may require.
2. Grantee shall provide such information as deemed reasonably appropriate by the Grant Manager regarding the Grantee's activities and use of funds under this Agreement.
3. Grantee shall provide the Grant Manager, initially and within ten (10) business days of any change, current documentation of Grantee's tax-exempt status under the Internal Revenue Code.
4. Grantee shall provide the Grant Manager, initially and within ten (10) business days of any change, a copy of current policies and procedures described in Exhibit A: Public Access Channels.
5. Status Reports. Within forty-five (45) calendar days after the close of each fiscal year six-month period, the Grantee shall submit a status report to the Grant Manager in a format subject to approval by the Grant Manager. Such approval

shall not be unreasonably withheld. Six-month status reports shall contain information as described in Exhibit B, unless otherwise approved by the Grant Manager.

6. Financial Reports. Within forty-five (45) calendar days after the close of each fiscal year quarter, the Grantee shall submit a financial report, approved by Grantee's Board of Directors, to the Grant Manager based on the Grantee's fiscal year budget. Unless the Grantee and the Grant Manager agree to a different report format or different report parameters, the quarterly financial report shall contain information on Grantee's revenues, and capital expenditures including, among other items:
  - a. Sources and amounts of revenue;
  - b. Capital expenditures (amounts, and percent of total), by budgetary line item and capital expenditures made from grant funds received under Article IV (A)2; and
  - c. Year-to-date balance sheet.
7. Annual Capital Report. Within 60 calendar days after the close of a Fiscal Year, Grantee shall submit an annual capital financial report to the Grant Manager based on the Grantee's fiscal year budget. Unless the Grantee and the Grant Manager agree to a different report format or different report parameters, the annual capital financial report under this Agreement, including, among other items:
  - a. capital beginning balance;
  - b. actual revenue;
  - c. actual expenditures by budget line item, including capitalized wages; and
  - d. copies of paid receipts or other evidence for actual expenditures

#### H. Audits

1. Grantee Annual Financial Audit. Within ninety (90) calendar days after the close of each fiscal year, the Grantee shall submit to the Grant Manager Grantee's financial statements prepared in accordance with generally accepted accounting principles and audited or reviewed by an independent Certified Public Accountant. The Grantee's annual financial statements shall fairly represent the overall financial status of the Grantee in accordance with generally accepted audit standards.



2. MHCRC Audits. The MHCRC, either directly or through a designated representative, may conduct a financial or performance audit or review of Grantee records for the billings and services under this Agreement, upon reasonable notice, at any time during this Agreement and during the three (3) year period established in Article III(G). The Grant Manager shall promptly provide Grantee with written notice of the audit or review's conclusions. If an audit or review discloses that payments to Grantee exceeded the amount to which Grantee was entitled, then Grantee shall repay the amount of the excess to MHCRC.
3. Cable Franchisee Audits. As provided under the terms of a Cable Franchise, the holder of such a Cable Franchise ("Cable Franchisee") may conduct a financial review or audit of Grantee for the purpose of verifying whether use of the PEG/I-Net Fee is in accordance with the Cable Franchises. If the MHCRC receives notice in accordance with the terms of the Cable Franchises of such audit or review, the Grant Manager shall notify Grantee within 5 business days of receiving the notice and shall identify to Grantee the relevant financial records of Grantee that the Cable Franchisee seeks to review. The scope of such Cable Franchisee 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 Franchisee'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 Grant Manager shall promptly provide Grantee with written notice of the audit or review's conclusions.
4. Access to Records. (06/19) The MHCRC may examine, audit, and copy Grantee's books, documents, papers, and records relating to this Agreement at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request.
5. Overpayment. (09/17) If an audit discloses that payments to Grantee were in excess of the amount to which Grantee was entitled, then Grantee shall repay the amount of the excess to the MHCRC. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices.

G. Pledge of Assets.

1. For purposes of this Section, "Pledge of Assets" shall mean any form of sale, encumbrance, conveyance, mortgage, assignment, pledge, lease or lien, provided, in whole or in part, by Grantee to a third party other than the MHCRC with respect to Grantee's real property or tangible assets or fixtures with an un-depreciated purchase value of more than \$500,000.00.

2. Grantee shall not provide a Pledge of Assets within the meaning of this Section to a third party other than the MHCRC without prior consent of the MHCRC, whose consent shall not be unreasonably withheld, conditioned, or delayed. Such consent may be authorized by the MHCRC for any Pledge of Assets with an un-depreciated purchase value of more than \$500,000.00.
3. The MHCRC's granting of consent to a Grantee Pledge of Assets in one instance shall not render unnecessary any subsequent consent in any other instance. Except where consent is specifically provided, Grantee agrees that the MHCRC's interests shall not be subordinated to any other pledge-holder, lienholder, or other obligee with respect to any Grantee assets.

#### **ARTICLE IV. PAYMENTS**

- A. Subject to the terms and conditions of this Agreement, the MHCRC shall pay Grantee an annual grant amount as follows:
  1. The total amount of grant fund payments under this Section shall be based on the MHCRC's projected revenues for PEG funding from cable franchisees for the succeeding fiscal year and the Grantee's capital budget, under Article IV(B)(3)(d). The annual payment amount for grant funds under this Section is subject to review by the MHCRC of the Grantee's capital budget, final appropriation in the MHCRC's approved annual budget, and Grantee's adherence to this Agreement.
    - a. Grantee agrees to expend grant funds provided under Article IV(A)(1) only for capital expenditures. Grantee shall account for the grant funds under this Agreement separately in its books of accounts, maintain accurate documentation and inventory of assets acquired with grant funds and follow appropriate procedures for purchasing, amortizing, and disposing of such assets.
    - b. The MHCRC may, notwithstanding the provisions of Article IV(A)(2), accelerate any payments under Article IV(A)(2) if justified by the Grantee.
  2. Based on the MHCRC's approved budget appropriation for Grantee, the City shall make four (4) equal payments for annual funding under Article IV(A) by August 15, November 15, February 15 and May 15 of each fiscal year.
  3. The MHCRC may consider additional special appropriations of funds as may be requested by the Grantee from time to time.
  4. The MHCRC and the Grantee have entered into this Agreement under the federal and state laws in effect on the effective date of this Agreement, which

allow the local governments to require cable operators to obtain a cable services franchise agreement for use of the public right-of-way, and to, among other things, pay a PEG/I-Net Fee for such use. The MHCRC and Grantee agree to negotiate modifications to this Agreement to account for any changes in such federal, state, or local law which impair the MHCRC's ability to comply with the funding obligations set out in Article IV(A) or impair Grantee's ability to provide the Scope of Work set out in Exhibit A. If no agreement is reached on such modifications, then the Parties may agree to early termination of this Agreement in accordance with Article V(D).

- B. Grantee shall annually submit to the Grant Manager:
1. By April 15, a proposed budget for the succeeding fiscal year; and
  2. By June 30, a budget adopted by Grantee's Board of Directors.
  3. The budget shall include, at a minimum:
    - a. Actual revenues and expenditures, by line item, for the past two fiscal years;
    - b. The adopted budget, by line item, for the current fiscal year;
    - c. Projected revenues and expenditures, by line item and line item detail, for the proposed fiscal year budget;
    - d. Projected capital revenues and expenditures, by line item and line item detail; and,
    - e. A narrative identifying how funds provided under Article IV(A) will be used to support the Scope of Work in Exhibit A.
  4. The budget shall be in a format acceptable to the Grant Manager. If the Grant Manager wishes to require any changes from a current budget format, the Grant Manager will notify Grantee of the required changes no less than forty-five (45) calendar days prior to the due date for budget submission.
  5. Prior to February 1 of each year, the Grant Manager shall provide to Grantee a projection of the annual funding provided under Article IV(A) for the succeeding fiscal year.
  6. Grantee shall submit to the Grant Manager any amendments or revisions to the budget within ten (10) business days of approval by Grantee's Board of Directors.

- C. Prior to July 1 of each year, the MHCRC may disapprove a budget submitted by the Grantee for the succeeding fiscal year upon a determination that the budget submitted by Grantee reflects one or more of the following:
1. That the budget fails to support the Scope of Work described in Exhibit A or requirements under Article III;
  2. That funds or assets the Grantee has received or is to receive from the MHCRC, or from or on account of a Cable Franchise, will be spent or applied for purposes unrelated to the Scope of Work in Exhibit A;
  3. That funds the Grantee has received or is to receive from the MHCRC, or from a Cable Franchise, will be endangered by waste, substantial damage, destruction, foreclosure or other similar jeopardy without sufficient, reasonable explanation or justification; therefore, or,
  4. That revenue reasonably expected to be received by the Grantee will be insufficient to meet debt obligations incurred or to be incurred by Grantee in light of Grantee's planned expenditures.
- D. If at any time the Grant Manager determines that one or more of the conditions listed in Article IV(C)(1-4) exists, then notice of such determination together with recommended action shall be given to the Grantee and MHCRC.
- E. Upon disapproval of the Grantee's budget as provided in Article IV(C), or on a determination by resolution of the MHCRC confirming a determination of the Grant Manager under Article IV(D), the MHCRC may impose reasonable terms on the expenditure of the funds provided to Grantee in Article IV(A) to protect against such fiscal deficiencies pending correction thereof by the Grantee.

## **ARTICLE V. ENFORCEMENT**

### **A. Compliance Remedies.**

1. If the Grant Manager reasonably determines Grantee's performance is inconsistent with any requirements of this Agreement, then the Grant Manager shall provide written notice of such determination to Grantee, with a copy to the MHCRC. Grantee shall have thirty (30) calendar days after receipt of the notice to cure the inconsistency and document such cure to the Grant Manager. The Grant Manager may shorten the cure period only in the event that funds are being misapplied or wasted. The Grant Manager may lengthen the cure period if Grantee demonstrates a good faith effort to cure and the time period to cure may reasonably require a longer period. If, after the cure period, the Grant Manager reasonably determines that Grantee's performance is inconsistent with the

requirements of this Agreement, the MHCRC may direct one or more of the following compliance tools be implemented until the MHCRC determines that the Grantee's performance is consistent with the requirements of this Agreement:

- a. Undertake a MHCRC audit or review of Grantee's records in accordance with Article III(H)(2).
  - b. Reduce or suspend quarterly payments to Grantee. Funds withheld by the MHCRC may be used to support an audit or review in accordance with Article III(H)(2);
  - c. Require Grantee to return to the MHCRC all or any portion of funds received by Grantee under this Agreement that have been determined to have been spent outside of the scope or the requirements of this Agreement;
  - d. Terminate this Agreement in accordance with Article V(B).
2. Any funds withheld in accordance with Article V(A)(I)(b) may be released to the Grantee, net of any funds used under Article V(A)(I)(b), after the MHCRC is reasonably satisfied that Grantee's performance inconsistencies have been satisfactorily remedied and Grantee is in substantial compliance with the requirements of this Agreement.
3. a. If a Cable Franchisee audit under Article III(H)(3) becomes final, determining that PEG funds received by Grantee have not been used in accordance with restrictions of the applicable Cable Franchise, then, with 30-calendar days prior notice to Grantee, the MHCRC may require that Grantee expend non-capital funds to achieve the stated purposes of the PEG funds not spent in accordance with the Cable Franchise; or, upon demand by the MHCRC, Grantee shall return to the MHCRC the full amount of funds not spent in accordance with the applicable Cable Franchise; or
- b. If the MHCRC determines that Grantee does not have access to sufficient non-capital funds, the MHCRC may directly reimburse the Cable Franchisee to account for the amount not spent by Grantee in accordance with the Cable Franchise, and exercise such remedies or take such steps as the MHCRC deems appropriate to provide for repayment or re-crediting of such funds to the MCHRC by Grantee.
- B. Termination for Cause. It shall be cause for termination of this Agreement if Grantee uses grant funds outside the scope of this Agreement, or if Grantee fails to substantially comply with any other requirements under this Agreement. The MHCRC shall provide written notice to Grantee of such termination with a termination

date no sooner than thirty (30) calendar days after receipt of the written notice by Grantee.

1. Upon notice of termination, the MHCRC is under no obligation to continue providing grant funds.
2. Upon notice of termination, Grantee shall not spend unused grant funds except as provided in Article V(B)(3) and Grantee is not authorized to perform services or take actions that would require the MHCRC to pay additional grant funds to Grantee.
3. The Grantee acknowledges that through the funding provided by the MHCRC under this and prior agreements, and due to the nature of the services provided by Grantee to benefit the citizens of the Jurisdictions, the MHCRC is a stakeholder with respect to the Grantee. In the event of termination in accordance with Article V(B), Grantee may use funds on hand for payment of costs reasonably incurred in performance of work under this Agreement prior to the termination date, including payment of employee payroll and outstanding contracts for services. If the MHCRC so directs by resolution, the Grantee shall, after paying or making provision for payment of outstanding debts and obligations, pay to the MHCRC any unexpended funds received by the Grantee at any time from the MHCRC, or from a Cable Franchise, and shall transfer into trust, subject to existing liens and encumbrances, with the MHCRC serving as trustee and beneficiary (the "Trust"), title to all real and personal property owned by the Grantee and all leasehold or other rights held by Grantee in real and personal property. In the event such a transfer is required, the MHCRC and Grantee shall execute all necessary and appropriate documents to acknowledge the transfer and Trust's ownership and control of such assets. The Trust shall be established to preserve, and shall preserve, the assets until a new public benefit corporation with a similar mission to Grantee is incorporated and enters an agreement similar to this Agreement with the MHCRC, at which point the MHCRC shall release the Trust assets to the new public benefit corporation on the MHCRC's behalf, pursuant to a grant agreement or similar agreement executed by the public benefit corporation and the MHCRC. Grantee may present, at the time of the MHCRC's consideration of such transfer of assets into the Trust, proposals for alternatives to such transfer of assets. In the event of termination by the MHCRC, by agreement or for convenience, or upon non-renewal of this Agreement, the MHCRC forfeits its role as stakeholder and releases any claim it may have to Grantee assets, including any claim of ownership interest in real or personal property.
4. In the event of termination in accordance with Article V(B), Grantee may use funds on hand for payment of costs reasonably incurred in performance of work

under this Agreement prior to the termination date, including payment of employee payroll and outstanding contracts for services.

5. Nothing herein shall entitle the MHCRC to recover funds or assets the Grantee acquired from sources other than the MHCRC or from a Cable Franchise; nor shall the MHCRC be entitled to any funds or assets that the recovery of which would prevent full payment of amounts owing to creditors of the Grantee.
  6. Termination by Agreement or for Convenience. The MHCRC and Grantee may terminate this Agreement at any time by mutual written agreement.
- C. The MHCRC shall not consider the content of Grantee's programming, including the Grantee's or a producer's choice of subject matter and the point of view expressed, in making any decision regarding the allocation or appropriation of funds for the Grantee under Article IV(A), the adequacy of the Grantee's budget under Article IV(C), or the termination of this Agreement in accordance with Article V(B).

## **VI. GENERAL GRANT PROVISIONS**

- A. Amendments. The Grant Manager may execute amendments to this Agreement, provided the changes do not increase MHCRC's financial risk. Amendments increasing the MHCRC's financial risk or the amount of the grant funds under Article IV(A) must be approved by the MHCRC. Amendments must be in writing and executed by the authorized representatives of the parties and approved as to form by the MHCRC's legal counsel.
- B. Non-Discrimination. In carrying out activities under this Agreement, Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation, or national origin. Grantee shall take actions to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation, or national origin. Such action shall include but not be limited to, 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 post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this nondiscrimination clause. Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, familial status, sexual orientation, or national origin. Grantee shall incorporate the foregoing requirements of this paragraph in all its agreements for work funded under this Agreement.

C. Indemnification.

1. 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) arising from the acts or omissions of Grantee or its officers, agents, employees, and contractors related to Grantee's performance under this agreement.
2. The MHCRC shall not be liable for any obligations incurred by the Grantee. The Grantee shall not represent to any person that the MHCRC is liable for any of Grantee's obligations.

D. Insurance

Grantee shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. The MHCRC reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

I. Workers' Compensation Insurance.

Grantee, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. Grantee will maintain workers' compensation insurance coverage for the duration of this Agreement.

In the event Grantee's workers' compensation insurance coverage is due to expire during the term of this Agreement, Grantee agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration. Grantee will provide the MHCRC with certification of workers' compensation insurance renewals, as such insurance renewals occur.

2. Commercial General Liability Insurance.

Grantee shall maintain commercial general liability and property damage insurance that protects Grantee and the MHCRC and its officers, agents and employees from all claims, demands, actions and suits for damage to property or personal injury, including death, arising from Grantee's work under this Agreement. Grantee's insurance shall also name as additional insureds the cable



franchisees, as required under the Cable Franchises, with respect to any claim for injury, damage, loss, liability, cost or expense arising from programming or other transmission placed by Grantee on PEG access channels or the Cable Franchise Institutional Network (but not if arising out of any act done by the cable franchisee or its officers, agents or employees).

The insurance shall provide coverage for not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$2,000,000. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the MHCRC and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30-calendar days' written notice first being given to the MHCRC. If the insurance is canceled or terminated prior to termination of the Agreement, Grantee shall provide a new policy with the same terms. Grantee agrees to maintain continuous, uninterrupted coverage for the duration of the Agreement.

3. Automobile Liability Insurance. Grantee shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned autos. This coverage may be combined with the commercial general liability insurance policy.
4. Equipment Insurance. Grantee shall maintain insurance for all equipment and facilities, including fixtures, funded in whole or in part under this Agreement to replacement cost. This coverage may be combined with the commercial general liability insurance policy, at a minimum, insurance against loss or damage beyond the user's control, theft, fire or natural catastrophe. The MHCRC will be named as an additional insured on the policies for such insurance. The proceeds of such insurance will be applied to the replacement, restoration or repair of equipment and facilities, including fixtures.
5. Cablecaster's Errors and Omission Insurance. Grantee shall maintain insurance to cover the content of productions which are cablecast on an access channel in, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress or invasion of privacy; plagiarism; misuse of musical or literary materials. This policy shall not be required to cover individual access producers.

6. Directors' and Officers' Liability Insurance. Grantee shall maintain directors' and officers' liability insurance with coverage in an amount of not less than \$1,000,000, subject to a reasonable deductible which shall be determined by Grantee's Board of Directors.
  7. Officers', Directors', Trustees' and Employees' Fidelity Insurance. Grantee shall maintain fidelity insurance for all officers, directors, trustees and employees of the Grantee and all other persons handling or responsible for grant funds paid to or administered by the Grantee. The total amount of fidelity insurance coverage required shall be in an amount of the greater of either: (1) \$1,000,000; or, (2) the total sum of grant funds provided to Grantee in a fiscal year quarter during the prior calendar year. Such fidelity insurance shall name the Grantee as obligee and shall contain waivers by the issuers of the insurance of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The insurance shall provide that it may not be canceled or substantially modified (including cancellation for nonpayment of a premium), without at least 10-business days' prior written notice to the MHCRC.
  8. Continuous Coverage: Notice of Cancellation. Grantee shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without 30-calendar days' written notice from Grantee to MHCRC. If the insurance is canceled or terminated prior to termination of the Agreement, Grantee shall immediately notify MHCRC and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
  9. Certificate(s) of Insurance: Grantee shall provide proof of insurance through acceptable certificates of insurance and a CG 2026 additional insured endorsement form (or an equivalent blanket additional insured form) to MHCRC on or before execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all parties endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to MHCRC. MHCRC reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required.
- E. Grantee's Contractor; Non-Assignment. If Grantee utilizes contractors to complete its work under this Agreement, in whole or in part, Grantee shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, Grantee shall remain obligated

for full performance hereunder, and the MHCRC shall incur no obligation other than its obligations to Grantee hereunder. This Agreement shall not be assigned or transferred in whole or in part without prior written approval of the MHCRC.

- F. Independent Contractor Status. Grantee, and its contractors and employees, are not employees of the MHCRC 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.
- G. Oregon Laws and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to its provisions regarding conflicts of law. Any litigation between the MHCRC and Grantee arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County, and if in the federal courts, in the United States District Court for the State of Oregon.
- H. Compliance with Law. Grantee and all persons performing work under this Agreement shall comply with all applicable federal, state and local laws and regulations. Grantee shall maintain its nonprofit and tax-exempt status during this Agreement.
- I. Severability. The MHCRC 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.
- J. Merger. This Agreement contains the entire agreement between the MHCRC and Grantee and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- K. Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement and the Agreement may only be enforced by the parties.
- L. Electronic Transaction; Counterparts. The parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

**SIGNATURES:**

**MT. HOOD CABLE REGULATORY  
COMMISSION**

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

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

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

**GRANTEE: PCM (dba OPEN SIGNAL)**

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

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

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

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Date

## **Exhibit A: PCM (dba Open Signal)/MHCRC Capital Grant Agreement Scope of Work**

- Grantee shall conduct Board and staff training as needed, in consultation with the Grant Manager, which informs and updates Grantee Board members and Grantee management staff about the funding, requirements, and relationships between and among Grantee, the MHCRC, and the City under this Agreement and the Cable Franchises.
- Grantee shall allocate grant funds and other resources to accomplish the following:

### **A. Media Education and Workforce Development Services**

- Provide culturally responsive, relevant, and affordable media training for and with mediamakers who self-identify as Black, Indigenous, and People of color. Trainings shall be tailored to address the unique barriers for these populations to getting online or producing media content, including but not limited to level of expertise, interests and needs, language, schedule requirements, level of income, and geographic availability.
- Provide non-profit organizations access to media and broadband content-production tools and support for content creation, sharing, and distribution across multiple platforms and technologies.
- Create workforce development and creative culture opportunities with mediamakers of color to develop career-ready and technology competencies and experience necessary for jobs in the digital economy.
- Engage ethnically, culturally, and linguistically diverse communities for Grantee to create, acquire, and distribute content that supports a wide range of community perspectives, specifically those historically misrepresented or underrepresented in traditional media.
- Collaborate with other organizations throughout the Portland area to build community media capacity, including organizations that apply and receive grant funding support from the MHCRC.

### **B. Content and Video Distribution**

- Portland City Government Programming
  - *Government Access Channels*: Program the cable channels provided as government access channels through the Cable Franchises. Grantee shall have

scheduling control over government access channels. Grantee shall serve as the point of origination for government access channels under the Cable Franchises.

- o *Portland City Council Meetings and Budget Forums:* Produce gavel-to-gavel video coverage and live cablecast of regular City Council meetings and sessions, including City Council work and budget sessions conducted at City Hall.
  - City and Grantee will agree upon primary points of contact at the City (City staff) and at Grantee to ensure communication prior to, during, and post production is immediate and effective. City shall notify Grantee of any updates to the primary point of contact immediately.
  - Hybrid Meetings:
    - Grantee shall provide computers for Grantee staff to join the video conferencing system and integrate the audio and video display from the City-maintained video conferencing system into the City Council chambers with both audio and video.
    - Grantee shall join the remote sessions with a minimum of 2 accounts in order to deliver video conferencing audio and video into the main video program.
    - City shall provide Grantee with details for connecting to the City-maintained video conferencing system and ensure that this information is accurate and communicated at minimum 48 hours in advance of each session.
    - City will manage and moderate access to the video conferencing system used for hybrid sessions. Technical support, account access, billing, and end-user support shall be provided by the City.
  - For programming originating at City Hall, Grantee shall provide a high-definition format video program signal to the demarcation point on the City's YouTube Channel for additional distribution of the programming by the City.
  - For Grantee to produce and cablecast the programming described above, Grantee must house certain equipment at City Hall. The City shall provide, at its own expense, secure, adequate space and internal wiring for Grantee's equipment at City Hall. Grantee shall own, insure, and maintain the following equipment:
    - City Hall Council Chambers video cameras that meet the broadcast specifications for the current medium;
    - City Hall video control room components (video and audio capture, switcher, audio mixer, monitors, video processors, system wiring, computers, equipment rack, etc.) to produce video programs and encode the video signals; and
    - City Hall communications room cable television encoder that transmits video signal to Grantee headend.
- o *Produce video coverage of up to three (3) community budget forums annually as selected by the City Mayor.* Grantee requires 30 days advance notice for those

budget forums where video coverage is requested and are not conducted in the City Hall Council Chambers. Grantee shall provide, set up, test and support the following mobile equipment:

- Audio system, with microphones and speakers;
  - Projection system, with a projector and screen;
  - Video production equipment, including closed captioning encoder; and
  - Distribution equipment to transmit video signal to Grantee headend for cable channels, if transmission capability provided at the venue by a cable company, and for web streaming over the Internet if an adequate bandwidth provided by onsite Internet connection is made available by the venue.
- In November 2022, Portland voters amended the City's Charter to increase Council from five (5) to twelve (12) members beginning in January 2025. City and Grantee acknowledge that the increase in Council membership may require additional funding to Grantee above the standard increase for inflation. City and Grantee further acknowledge that any such additional funding that increases the not-to-exceed amount of this Contract will require a written amendment.
- Public Access Channels
    - Manage the transmission of programming on cable channels provided as public access channels through the Cable Franchises. Grantee shall schedule programming on such channels in accordance with reasonable and nondiscriminatory policies and procedures, except that, in accordance with applicable law, Grantee may refuse to transmit programming which the Grantee has determined would infringe on a copyright or which has been deemed unprotected speech by a court of competent jurisdiction. Grantee shall also serve as the point of origination for public access channels under the Cable Franchises.
    - Grantee shall manage and participate in programming of the community access network (CAN) channel.
    - Grantee shall develop and maintain a detailed manual setting forth policies and procedures which include non-discriminatory practices for the public to use and have access to resources provided under this Agreement which are designated for Public Access purposes.
  - Video on Demand
    - Coordinate and provide local programming, at Grantee's discretion, for distribution on the Cable Franchisee's video-on-demand (VoD) platform. The VoD platform shall not be considered a public access resource under this Agreement. A minimum of fourteen (14) hours shall be available to Grantee at

any given time for programming on Cable Franchisee's VoD platform. Grantee shall ensure that it provides programming to fulfill at least twelve (12) of the fourteen (14) hours at all times. If the MHCRC determines that the VoD hours are not being effectively used by Grantee to provide local programming, the MHCRC may reduce the hours available to Grantee on the Cable Franchisee's VoD platform.

- Live Origination Sites
  - Manage the transmission of programming from live origination sites as provided under the Cable Franchise.
- Access Channel Interconnects
  - Manage the use of access channel interconnections provided under the Cable Franchises.

### **C. Cable Franchise Support**

- Provide technical expertise to the City of Portland and the MHCRC to assist with regulatory oversight of access requirements described in the Cable Franchises and participate in community needs ascertainments and defining related access requirements for franchise renewals.
- Develop and maintain any necessary operating agreements with cable franchisees resulting from Grantee's status as a designated community media provider, consistent with the requirements of the Cable Franchises.
- Partner with MHCRC staff on supporting initiatives that spend the PEG funds, such as Grantee attendance at informational meetings related to grant programs.



## **Exhibit B: PCM (dba Open Signal)/MHCRC Capital Grant Agreement Grant Status Reports**

Within 45 calendar days after the close of each 6-month period, Grantee shall submit to the Grant Manager a Grant Status Report in accordance with Agreement Article III(G)5, which shall contain at least the following information for the reporting period, unless otherwise approved by the Grant Manager:

### **1. Media Education and Workforce Development Services**

- a. Description of media education and workforce development services provided to individual mediamakers, tracking the following metrics:
  1. Number of training hours provided
  2. Number of individuals receiving training
  3. Number and/or percentage of participants who identify as non-white or people of color
- b. Description of engagements with mission-aligned nonprofit organizations, including trainings, space use, equipment loans, and the programmatic partnerships. Track names and number of nonprofits engaged and individuals reached.
- c. Evidence of learning by all individuals and nonprofits trained, including development of technical knowledge and soft skills.
- d. Description of efforts to tailor, adjust or change media education and digital literacy services to be responsive to target populations' needs, including engagement strategies and data used to inform the changes.
- e. Description of other engagements with members of BIPOC communities and/or other Portlanders who may experience disproportionate access to media technology and resources- (including any meaningful engagement efforts to further dismantle disparities across gender, race, class, sexual orientation, physical ability, etc.) This could include events, tours, equipment donations, etc.

### **2. Content and Video Distribution**

- a. The total number of government meetings videotaped and number of hours of government programming cablecast on the Government Access Channel, including both in its original cablecast and any repeated playback:
  - Produced by the Grantee or through Grantee's facilities;
  - Acquired by Grantee from local government entities;

- Acquired and sponsored by Grantee from local and non-local sources;
- b. Total number of public service announcements (PSAs) broadcast, including:
- Public service announcements acquired by Grantee from the City of Portland and,
  - Public service announcement created by Grantee in collaboration with the City of Portland
- c. For each channel dedicated for Public Access Programming, the percentage of time averaged over the reporting period that the following types of programming were cablecast on the channel, including both in its original cablecast and any repeated playback:
- Produced through Grantee's facilities,
  - Acquired from local Metro Area sources;
  - Acquired from non-local sources; and
  - Generated by a bulletin board, event listings, program listings or other types of character generated listings.
- d. The total number of new programming (in its first-run playback) cablecast by Grantee on all Access channels, and related total hours broken out by original cablecast and repeat playback during, for the following types of programming:
- Produced using Grantee's facilities and/or equipment;
  - Created within the local Metro Area, utilizing minimal Grantee resources for production;
  - Created outside the Metro Area, utilizing little or no Grantee resources for production; and
  - Generated on a bulletin board for community groups' events and services listings, including number of distinct groups served by this programming.
- e. List of video-on-demand programming, including title, program description, average number of hours per month provided by Grantee, and whether the programming was produced by the Grantee, through Grantee's facilities or acquired from another source.
- f. A list representative of the programs which demonstrate Grantee's acquisition, production and/or distribution of programming content with a wide range of community perspectives, including those of groups that have historically been misrepresented or under-represented in traditional media.
- f. Number and/or percentage of series producers who identify as non-white or people of color.

- g. Grantee's criteria for selecting programming to be provided on Cable Franchisee's video-on-demand platform.
- h. List of live origination sites used and programming activity from the sites.

**3. Organizational Commitment to Diversity, Equity, Inclusion and Accessibility**

- a. Demographics of Grantee's staff and board, including percentage of employees and board members who identify as BIPOC, Womxn, non-binary, LGBTQIAS+, working parents, experience being low-income, living with a disability (visible or nonvisible), immigrant or refugee, speaker of non-English languages, trauma survivors, etc.
- b. List of educational opportunities and events engaged in by Grantee's staff and board, tracking number of training hours completed in racial equity, self-awareness, implicit bias, and compassion-based professional practices.
- c. Accomplishments by Grantee's staff and board in service to organization-wide equity goals.



# Mt. Hood Cable Regulatory Commission

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

## **COVER SHEET – AGENDA ITEM #R4**

For Commission Meeting: May 22, 2023

“MHCRC/MetroEast Community Media Grant Agreement”

### **Committee Recommendation:**

The MHCRC Equity Committee recommends that the Commission approve the Grant Agreement between the Mt. Hood Cable Regulatory Commission and MetroEast Community Media, to provide capital and operations support.

### **Background/Discussion:**

MetroEast Community Media’s grant agreement for operational and capital funding expires on June 30, 2023. MetroEast receives operations funding as a percentage of the franchise fees collected from the East County jurisdictions and capital funding from the MHCRC. Both funding sources are covered in the grant agreement.

For the past year or more, staff engaged in renewal discussions with MetroEast Community Media. Renewal discussions focused primarily on the terms of the multi-year contract, the scope of work (Exhibit A), and Grant Status Report requirements (Exhibit B). Staff and MetroEast Community Media reached agreement on the terms and conditions of the 3-year grant agreement in April.

On May 11, 2023, the Equity Committee reviewed the draft agreement and is recommending the Commission approve the grant agreement as attached.

**Attachments:** MetroEast Community Media/MHCRC Grant Agreement DRAFT

Prepared By: Rana DeBey

May 15, 2023



## AGREEMENT TO PROVIDE OPERATIONAL & CAPITAL SUPPORT

This Grant Agreement (Agreement) is between the Mt. Hood Cable Regulatory Commission ("MHCRC") and MetroEast Community Media, an Oregon nonprofit public benefit corporation (Grantee), to provide operational and capital support.

### **RECITALS:**

1. Grantee is an Oregon nonprofit public benefit corporation, which provides media and broadband technology training, tools, and distribution platforms to diverse communities throughout East Multnomah County to engage broad participation in civic and cultural life, and to provide video programming of, by, and for the community over local public, educational, and governmental access cable channels.
2. Through an ascertainment of community needs, the MHCRC found that historically underrepresented and non-English speaking communities and other marginalized populations face disparities in using and accessing media and broadband technology which, among other things, may lead to inequities in opportunities for education, civic engagement, and workforce development. Grantee is uniquely situated to assist the MHCRC in meeting certain technology and broadband access goals.
3. The cities of Gresham, Troutdale, Fairview and Wood Village and Multnomah County ("Jurisdictions") have entered into cable services franchise agreements ("Cable Franchises"), which, among other things, provide financial and technology resources dedicated for public, educational, and government uses by access providers as designated by the MHCRC.
4. The Jurisdictions have entered into an intergovernmental agreement (MHCRC IGA), which among other things, delegates responsibility to the MHCRC for ensuring compliance with Public, Educational, and Governmental ("PEG") Access Cable Franchise requirements, overseeing and allocating certain PEG Access resources, including collecting and allocating PEG Access Capital funding ('PEG funding' or 'Capital Funds'), and entering into grant agreements as necessary to accomplish the general purposes of the MHCRC IGA.
5. Under the MHCRC IGA, the Jurisdictions have agreed to provide operational funds to Grantee in an annual amount equal to sixty percent (60%) of the franchise fees collected by the MHCRC on behalf of the Jurisdictions ("Operation Funds").
6. Under this Agreement and predecessor agreements, the MHCRC designates Grantee as a PEG Access provider, and assigns control and management of certain PEG Access resources provided under the Cable Franchises.

7. The MHCRC and Grantee desire to enter into this Agreement for the provision of MHCRC funds to support the operational and capital needs of Grantee to provide services to the community.
8. The MHCRC and Grantee have a unique relationship due to: Grantee's status as a designated PEG Access Provider; Grantee receives a significant portion of its funding from fees paid to the MHCRC under the Cable Franchises; Grantee is considered a component unit in the MHCRC's annual financial audit; and the MHCRC holds a non-voting member on Grantee's Board of Directors. Thus, the parties recognize that communications must remain open and transparent to effectively uphold this unique relationship.
9. Continued annual Grantee Operation Funds and Capital Funds for fiscal years through the term of this Agreement are provided for under Article IV(A). Each fiscal year begins July 1 and ends June 30. Funds are anticipated to be available for this purpose in the MHCRC's budget, subject to annual approval by the Jurisdictions.

## **ARTICLE I. SCOPE OF WORK**

Grantee shall use the funds provided under this Agreement for the purposes described in Exhibit A (Scope of Work), attached and incorporated herein.

The MHCRC has notified Grantee that the operations fund payments under Article IV(A)(1) derived from sixty percent (60%) of the franchise fees collected by the MHCRC on behalf of the Jurisdictions will, most likely, continually decrease during the term of this Agreement. In the event these payment amounts decrease, which impairs Grantee's ability to provide the Scope of Work set out in Exhibit A, Grantee shall notify the MHCRC of necessary commensurate reductions in services. Grantee shall make its best effort to deploy service reductions which have the least impact on Exhibit A: Section A. Digital Inclusion and Training; and Section B. Video Content and Distribution - Government Access Programming.

## **ARTICLE II. TERM**

The term of this Agreement is July 1, 2023, through and including June 30, 2026, unless terminated in accordance with Article V(B). This Agreement shall be effective on July 1, 2023, upon execution by the parties, as shown by their signatures below.

## **ARTICLE III. SPECIFIC CONDITIONS OF THE GRANT**

- A. MHCRC Grant Manager. The MHCRC hereby appoints Rana DeBey, City of Portland Bureau of Planning and Sustainability, Community Technology Group, as its Grant Manager for this Agreement. The MHCRC may, from time to time, designate another person to act as the MHCRC Grant Manager and

will inform Grantee in writing, in accordance with Article III(F), of any change in Grant Manager. The MHCRC Grant Manager is authorized to approve billings and invoices submitted pursuant to this Agreement and to carry out all other MHCRC actions and responsibilities in accordance with this Agreement.

- B. Grantee Project Manager. Grantee hereby appoints John Lugton, Head of Production, as its Project Manager for this Agreement. Grantee may, from time to time, designate another person to act as the Grantee Project Manager and will inform the MHCRC in writing, in accordance with Article IJ(F), of any change in Project Manager. Furthermore, Grantee hereby appoints John Lugton as a designated signatory with fiscal and legal authority to sign documents as necessary.
- C. Program and Fiscal Monitoring. The Grant Manager shall monitor Grantee on an as-needed basis to assure Agreement compliance. Monitoring may include, but is not limited to, on-site visits, telephone interviews, and review of required reports. Monitoring will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, Grantee remains fully responsible for performing the services required by this Agreement. At a minimum, Grantee shall:
1. Notify Grant Manager in writing when there are changes in key personnel, both outgoing and incoming. Key personnel shall include members of the leadership team and/or executive team, and the Board of Directors.
  2. Participate in regular meetings with the Grant Manager and other MHCRC staff at their discretion. The MHCRC and its staff may also conduct regular meetings with the MetroEast Board President.
- D. Publicity. Grantee shall use its best efforts to mention the MHCRC's grant funding in publicity regarding the program(s) that will be supported by the funds under this Agreement. Grantee shall work with the Grant Manager to ensure that the PEG funding provided under the Cable Franchises are appropriately acknowledged.
- E. MHCRC Board Appointee.
1. The MHCRC shall appoint one non-voting member to be seated on Grantee's Board of Directors. Grantee accepts and shall seat the MHCRC's designee as a member of its Board.
  2. Grantee shall provide the MHCRC Board Appointee and Grant Manager notice of the time, date and location of all meetings of Grantee's Board of Directors and committees thereof, and provide all relevant materials distributed prior to, at or subsequent to such

meetings, in the same manner and at the same time as other members of the Grantee's Board.

3. The MHCRC Board Appointee shall have the same rights as the other members of Grantee's Board of Directors to monitor and participate in all Board-related affairs of Grantee.
4. Grantee shall, upon reasonable request, provide MHCRC Board Appointee and Grant Manager with copies of all relevant information regarding Grantee's financial affairs, internal business affairs, and accounting and inventory systems.
5. Grantee shall inform the MHCRC Grant Manager when the MHCRC Board Appointee has been absent without notice from two (2) consecutive Board meetings.

F. Notice. All notices provided under this Agreement shall be sufficient if:

Emailed to the receiving party's address specified below, or in writing to the address specified below and: (1) delivered personally to the addressee listed below; (2) deposited in the United States Mail, postage prepaid, certified mail, return receipt requested; or (3) sent by courier (return receipt requested). Any notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

Any changes to the contact information below shall be sent to the other party by email or in writing:

If to the Grantee:

John Lugton  
Head of Production, MetroEast Community Media  
829 NE 8th St  
Gresham, OR 97030  
Email: john@metroeast.org

If to the MHCRC:

Rana DeBey  
MHCRC Community Grants Manager  
Bureau of Planning & Sustainability, Community Technology Group  
City of Portland  
1900 SW 4th Ave., Suite 7100  
Portland, OR 97201  
Email: rana.debey@portlandoregon.gov



## G. Reports and Records.

1. Grantee shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Grantee agrees to maintain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement during the term of this Agreement and for a minimum of six (6) years after the expiration or termination date of this Agreement or until the resolution of all audit questions or claims, whichever is longer.
2. The MHCRC may examine, audit, and copy Grantee's books, documents, papers, and records relating to this Agreement at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request.
3. Grantee shall provide such information as deemed reasonably appropriate by the Grant Manager regarding the Grantee's activities and use of funds under this Agreement.
4. Grantee shall provide the Grant Manager, initially and within ten (10) business days of any change, current documentation of Grantee's tax-exempt status under the Internal Revenue Code.
5. Grantee shall provide the Grant Manager, initially and within ten (10) business days of any change, a copy of current policies and procedures described in Exhibit A: Scope of Work.
5. Status Reports. Within forty-five (45) calendar days after the close of each fiscal year six-month period, the Grantee shall submit a status report to the Grant Manager in a format subject to approval by the Grant Manager. Such approval shall not be unreasonably withheld. Six-month status reports shall contain information as described in Exhibit B, unless otherwise approved by the Grant Manager.
7. Financial Reports. Within forty-five (45) calendar days after the close of each fiscal year quarter, the Grantee shall submit a financial report, approved by Grantee's Board of Directors, to the Grant Manager based on the Grantee's fiscal year budget. Unless the Grantee and the Grant Manager agree to a different report format or different report parameters, the quarterly financial report shall contain information on Grantee's revenues, and capital and operating expenditures including, among other items:
  - a. Sources and amounts of revenue;

- b. Capital expenditures (amounts, and percentage of total) by budgetary line item and capital expenditures made from Capital Funds received under Article IV(A)(2);
  - c. Operating expenditures (amounts, and percentage of total) by budgetary line item); and,
  - d. Year-to-date balance sheet.
7. Annual Capital Report. Within sixty (60) calendar days after the close of a Fiscal Year, Grantee shall submit an annual capital financial report to the Grant Manager based on the actual Capital Funds revenues and expenditures for Grantee's fiscal year. Unless the Grantee and the Grant Manager agree to a different report format or different report parameters, the annual capital financial report under this Agreement, including, among other items:
- a. Capital Funds beginning balance;
  - b. actual Capital Funds revenue;
  - c. actual Capital Funds expenditures by budget line item; and
  - d. copies of paid receipts or other evidence for actual Capital Funds expenditures.

H. Audits

- 1. Grantee Annual Financial Audit. Within ninety (90) calendar days after the close of each fiscal year, the Grantee shall submit to the Grant Manager Grantee's financial statements prepared in accordance with generally accepted accounting principles and audited or reviewed by an independent Certified Public Accountant. The Grantee's annual financial statements shall fairly represent the overall financial status of the Grantee in accordance with generally accepted audit standards.
- 2. MHCRC Audits. The MHCRC, either directly or through a designated representative, may conduct a financial or performance audit or review of Grantee records for the billings and services under this Agreement, upon reasonable notice, at any time during this Agreement and during the three (3) year period established in Article III(G). The Grant Manager shall promptly provide Grantee with written notice of the audit or review conclusions. If an audit or review discloses that payments to Grantee exceeded the amount to which Grantee was entitled, then Grantee shall repay the amount of the excess to MHCRC.

3. Cable Franchise Audits. As provided under the terms of a Cable Franchise, the holder of such a Cable Franchise ("Cable Franchisee") may conduct a financial review or audit of Grantee for the purpose of verifying whether use of the PEG/I-Net Fee is in accordance with the Cable Franchises. If the MHCRC receives notice in accordance with the terms of the Cable Franchises of such audit or review, the Grant 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 Franchisee seeks to review. The scope of such Cable Franchisee 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 Franchisee'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 Grant Manager shall promptly provide Grantee with written notice of the audit or review's conclusions. The MHCRC, at its sole discretion, shall determine whether to accept the Cable Franchisee's audit or review conclusions as final and shall promptly provide Grantee with written notice of such acceptance.

I. Pledge of Assets.

1. For purposes of this Section, "Pledge of Assets" shall mean any form of sale, encumbrance, conveyance, mortgage, assignment, pledge, lease or lien, provided, in whole or in part, by Grantee to a third party other than the MHCRC with respect to Grantee's real property or tangible assets or fixtures with an un-depreciated purchase value of more than \$500,000.
2. Grantee shall not provide a Pledge of Assets within the meaning of this Section to a third party other than the MHCRC without prior consent of the MHCRC, which consent shall not be unreasonably withheld, conditioned or delayed. Such consent may be authorized by the MHCRC for any Pledge of Assets with an un-depreciated purchase value of more than \$500,000.
4. The MHCRC granting of consent to a Grantee Pledge of Assets in one instance shall not render unnecessary any subsequent consent in any other instance. Except where consent is specifically provided, Grantee agrees that the MHCRC's interests shall not be subordinated to any other pledge-holder, lienholder or other obligee with respect to any Grantee assets.

## **ARTICLE IV. PAYMENTS**

- A. Subject to the terms and conditions of this Agreement, the MHCRC shall pay Grantee an annual grant amount as follows:
1. Operations Funds. Subject to the terms and conditions of this Agreement, the MHCRC shall pay Grantee sixty percent (60%) of the franchise fee revenues received from the Jurisdictions' Cable Franchises in accordance with the MHCRC IGA.
  2. Capital Funds.
    - a. Subject to the terms and conditions of this Agreement, the MHCRC shall pay annually to the Grantee, at a minimum, \$916,146 for FY 2023-24 and for each additional fiscal year of this Agreement, an amount equal to the preceding fiscal year plus a percentage increase based on the Consumer Price Index for Urban Wage Earners and Clerical Workers for the West Region, Size A. The MHCRC may provide capital funding in addition to the minimum annual amount, to support demonstrated community needs, subject to review by the MHCRC of the Grantee's capital budget, the Jurisdictions' approval of the MHCRC's annual budget, and Grantee's adherence to this Agreement.
    - b. Grantee agrees to expend Capital Funds provided under Article IV(A)(2)(a) only for capital expenditures in accordance with applicable restrictions of the Cable Franchises. Grantee shall account for the Capital Funds separately in its books of accounts, maintain accurate documentation and inventory of assets acquired with Capital Funds and follow appropriate procedures for purchasing, amortizing, and disposing of such assets.
    - c. The MHCRC may, notwithstanding the provisions of Article IV(A)(2), accelerate any payments under Article IV(A)(2) if justified by the Grantee.
  3. The MHCRC may consider additional special appropriations of funds as may be requested by the Grantee from time to time.
  4. The MHCRC shall make payments for annual operations funding under Article IV(A)(1) on a quarterly basis within sixty (60) calendar days of the end of each fiscal year quarter and for annual capital funding under Article IV(A)(2) on a quarterly basis within 30 days of the first day of each quarter.
  5. The MHCRC and the Grantee have entered into this Agreement under the federal and state laws in effect on the effective date of this Agreement,

which allow the Jurisdictions to require cable operators to obtain cable services franchise agreements for use of the Jurisdictions' streets and public right-of-way, and to, among other things, pay franchise fees and the PEG funds for such use. The MHCRC and Grantee agree to negotiate modifications to this Agreement to account for any changes in such federal, state, or local law which impair the MHCRC's ability to comply with the funding obligations set out in Article IV(A) or impair Grantee's ability to provide the Scope of Work set out in Exhibit A. If no agreement is reached on such modifications, then the parties may agree to early termination of this Agreement in accordance with Article V(D).

B. Grantee shall annually submit to the Grant Manager:

1. By April 15, a proposed budget for the succeeding fiscal year for MHCRC review; and
2. By June 30, a budget adopted by Grantee's Board of Directors.
3. The budget shall include, at a minimum:
  - a. Actual revenues and expenditures, by line item, for the past two fiscal years;
  - b. The adopted budget, by line item, for the current fiscal year;
  - c. Projected revenues and expenditures, by line item and line-item detail, for the proposed fiscal year budget;
  - d. Projected Capital Funds revenues and expenditures, by line item and line-item detail; and
  - e. A narrative identifying how funds provided under Article IV(A) will be used to support the Scope of Work in Exhibit A.
4. The budget shall be in a format acceptable to the Grant Manager. If the Grant Manager wishes to require any changes from a current budget format, the Grant Manager will notify Grantee of the required changes no less than forty-five (45) calendar days prior to the due date for budget submission.
5. Prior to February 1 of each year, the Grant Manager shall provide to Grantee a projection of the annual funding provided under Article IV(A) for the succeeding fiscal year.

6. Grantee shall submit to the Grant Manager any amendments or revisions to the budget within ten (10) business days of approval by Grantee's Board of Directors.
- C. Prior to July 1 of each year, the MHCRC may disapprove a budget submitted by the Grantee for the succeeding fiscal year upon a determination that the budget submitted by Grantee reflects one or more of the following:
1. That the budget fails to support the Scope of Work described in Exhibit A or requirements under Article III;
  2. That funds or assets the Grantee has received or is to receive from the MHCRC, or from or on account of a Cable Franchise, will be spent or applied for purposes unrelated to the Scope of Work in Exhibit A;
  3. That funds the Grantee has received or is to receive from the MHCRC, or from a Cable Franchise, will be endangered by waste, substantial damage, destruction, foreclosure, or other similar jeopardy without sufficient, reasonable explanation or justification; or,
  4. That revenue reasonably expected to be received by the Grantee will be insufficient to meet debt obligations incurred or to be incurred by Grantee in light of Grantee's planned expenditures.
- D. If at any time the Grant Manager determines that one or more of the conditions listed in Article IV(C)(1-4) exists, then notice of such determination together with recommended action shall be given to the Grantee and MHCRC.
- E. Upon disapproval of the Grantee's budget as provided in Article IV(C), or on a determination by resolution of the MHCRC confirming a determination of the Grant Manager under Article IV(D), the MHCRC may impose reasonable terms on the expenditure of the funds provided to Grantee in Article IV(A) to protect against such fiscal deficiencies pending correction thereof by the Grantee.

## **ARTICLE V. ENFORCEMENT**

### **A. Compliance Remedies.**

1. If the Grant Manager reasonably determines Grantee's performance is inconsistent with any requirements of this Agreement, then the Grant Manager shall provide written notice of such determination to Grantee, with a copy to the MHCRC. Grantee shall have thirty (30) calendar days after receipt of the notice to cure the inconsistency and document such cure to the Grant Manager. The Grant Manager may shorten the cure

period only in the event that funds are being misapplied or wasted. The Grant Manager may lengthen the cure period if Grantee demonstrates a good faith effort to cure and the time period to cure may reasonably require a longer period. If, after the cure period, the Grant Manager reasonably determines that Grantee's performance is inconsistent with the requirements of this Agreement, the MHCRC may direct one or more of the following compliance tools be implemented until the MHCRC determines that the Grantee's performance is consistent with the requirements of this Agreement;

- a. Undertake a MHCRC audit or review of Grantee's records in accordance with Article III(H)(2).
  - b. Reduce or suspend quarterly payments to Grantee. Funds withheld by the MHCRC may be used to support in audit or review in accordance with III(H)(2);
  - c. Require Grantee to return to the MHCRC all or any portion of funds received by Grantee under this Agreement that have been determined to have been spent outside of the scope or the requirements of this Agreement;
  - d. Terminate this Agreement in accordance with Article V(B).
2. Any funds withheld in accordance with Article V(A)(I)(b) may be released to the Grantee net of any funds used under Article V(B)(I)(a), after the MHCRC is reasonably satisfied that Grantee's performance inconsistencies have been satisfactorily remedied and Grantee is in substantial compliance with the requirements of this Agreement.
3. a. If a Cable Franchisee audit under Article III(F)(3) becomes final, determining that Capital Funds received by Grantee have not been used in accordance with restrictions of the applicable Cable Franchise, then, with 30-days prior notice to Grantee the MHCRC may require that Grantee expend non-Capital Funds to achieve the stated purposes of the Capital Funds not spent in accordance with the Cable Franchise; or, upon demand by the MHCRC, Grantee shall return to the MHCRC the full amount of Capital Funds not spent in accordance with the applicable Cable Franchise; or
- b. If the MHCRC determines that Grantee does not have access to sufficient non-Capital Funds, the MHCRC may directly reimburse the Cable Franchisee to account for the amount not spent by Grantee in accordance with the Cable Franchise, and exercise such remedies or take such steps as the MHCRC deems appropriate to provide for repayment or re-crediting of such funds to the MCHRC by Grantee.

- B. Termination for Cause. It shall be cause for termination of this Agreement if Grantee uses grant funds outside the scope of this Agreement, or if Grantee fails to substantially comply with any other requirements under this Agreement. The MHCRC shall provide written notice to Grantee of such termination with a termination date no sooner than thirty (30) calendar days after receipt of the written notice by Grantee.
1. Upon notice of termination, the MHCRC is under no obligation to continue providing grant funds.
  2. Upon notice of termination, Grantee shall not spend unused grant funds except as provided in Article V(B)(3) and Grantee is not authorized to perform services or take actions that would require the MHCRC to pay additional grant funds to Grantee.
  3. The Grantee acknowledges that through the funding provided by the MHCRC under this and prior agreements, and due to the nature of the services provided by Grantee to benefit the residents of the Jurisdictions, the MRCRC is a stakeholder with respect to the Grantee. In the event of termination in accordance with Article V(B), Grantee may use funds on hand for payment of costs reasonably incurred in work under this Agreement prior to the termination date, including payment of employee payroll and outstanding contracts for services. If the MHCRC so directs by resolution, the Grantee shall, after paying or making provision for payment of outstanding debts and obligations, pay to the MHCRC any unexpended funds received by the Grantee at any time from the MHCRC, or from or a Cable Franchise, and shall transfer into trust, subject to existing liens and encumbrances, with the MHCRC serving as trustee and beneficiary (the "Trust"), title to all real and personal property owned by the Grantee and all leasehold or other rights held by Grantee in real and personal property; provided, however, that Grantee shall not be required to transfer any copyrighted property, trademarks or other intellectual property not funded by MHCRC or from a Cable Franchise. In the event such a transfer is required, the MHCRC and Grantee shall execute all necessary and appropriate documents to acknowledge the transfer and Trust's ownership and control of such assets. The Trust shall be established to preserve, and shall preserve, the assets until a new public benefit corporation with a similar mission to Grantee is incorporated and enters an agreement similar to this Agreement with the MHCRC, at which point the MHCRC shall release the Trust assets to the new public benefit corporation on the MHCRC's behalf, pursuant to a grant agreement or similar agreement executed by the public benefit corporation and the MHCRC. Grantee may present, at the time of the MHCRC's consideration of such transfer of assets into the Trust, proposals for alternatives to such transfer of assets. In the event of termination by the MHCRC, by agreement or for



convenience, or upon non-renewal of this Agreement, the MHCRC forfeits its role as stakeholder and releases any claim it may have to Grantee assets, including any claim of ownership interest in real or personal property.

4. In the event of termination in accordance with Article V(B), Grantee may use funds on hand for payment of costs reasonably incurred in performance of work under this Agreement prior to the termination date, including payment of employee payroll and outstanding contracts for services.
  5. Nothing herein shall entitle the MHCRC to recover funds or assets the Grantee acquired from sources other than the MHCRC or from a Cable Franchise; nor shall the MHCRC be entitled to any funds or assets that the recovery of which would prevent full payment of amounts owing to creditors of the Grantee.
- C. The MHCRC shall not consider the content of Grantee's programming, including the Grantee's or a producer's choice of subject matter and the point of view expressed, in making any decision regarding the allocation or appropriation of funds for the Grantee under Article IV(A), the adequacy of the Grantee's budget under Article IV(C), or the termination of this Agreement in accordance with Article V(B).
- D. Termination by Agreement or for Convenience. The MHCRC and Grantee may terminate this Agreement at any time by mutual written agreement.

## **ARTICLE VI. GENERAL GRANT PROVISIONS**

- A. Amendments. The Grant Manager may execute amendments to this Agreement, provided the changes do not increase MHCRC's financial risk. Amendments increasing the MHCRC's financial risk or the amount of the grant funds under Article IV(A) must be approved by the MHCRC. Amendments must be in writing and executed by the authorized representatives of the parties and approved as to form by the MHCRC's legal counsel.
- B. Non-Discrimination. In carrying out activities under this Agreement, Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Grantee shall take actions to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, 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 post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this nondiscrimination clause. Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Grantee shall incorporate the foregoing requirements of this paragraph in all its agreements for work funded under this Agreement.

C. Indemnification.

1. 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) arising from the acts or omissions of Grantee or its officers, agents, employees, and contractors related to Grantee's performance under this agreement.
2. Neither the Jurisdictions nor the MHCRC shall be liable for any obligations incurred by the Grantee. The Grantee shall not represent to any person that the Jurisdictions or the MHCRC is liable for any of Grantee's obligations.

D. Insurance

Grantee shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. The MHCRC reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

1. Workers' Compensation Insurance.

- a. Grantee, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject Workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. Grantee will maintain workers' compensation insurance coverage for the duration of this Agreement.
- b. In the event Grantee's workers' compensation insurance coverage is due to expire during the term of this Agreement, Grantee agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer provided by Chapter 656 of the Oregon Revised Statutes, before its expiration. Grantee will provide the MHCRC with certification of

workers' compensation insurance renewals, as such insurance renewals occur.

2. Commercial General Liability Insurance.

Grantee shall maintain commercial general liability and property damage insurance that protects Grantee and the MHCRC and its officers, agents and employees from all claims, demands, actions and suits for damage to property or personal injury, including death, arising from Grantee's work under this Agreement. Grantee's insurance shall also name as additional insureds the cable franchisees, as required under the Cable Franchises, with respect to any claim for injury, damage, loss, liability, cost or expense arising from programming or other transmission placed by Grantee on PEG access channels or the Cable Franchise Institutional Network (but not if arising out of any act done by the cable franchisee or its officers, agents or employees).

The insurance shall provide coverage for not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$2,000,000. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the MHCRC and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without thirty (30) calendar days' written notice first being given to the MHCRC. If the insurance is canceled or terminated prior to termination of the Agreement, Grantee shall provide a new policy with the same terms. Grantee agrees to maintain continuous, uninterrupted coverage for the duration of the Agreement.

3. Automobile Liability Insurance. Grantee shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned autos. This coverage may be combined with the commercial general liability insurance policy.
5. Equipment Insurance. Grantee shall maintain insurance for all equipment and facilities, including fixtures, funded in whole or in part under this Agreement to replacement cost. This coverage may be combined with the commercial general liability insurance policy, at a minimum, insurance against loss or damage beyond the user's control, theft, fire or natural catastrophe. The MHCRC will be named as an additional insured on the policies for such insurance. The proceeds of such insurance will be applied to the

replacement, restoration or repair of equipment and facilities, including fixtures.

6. Cablecaster's Errors and Omission Insurance. Grantee shall maintain insurance to cover the content of productions which are cablecast on an access channel in, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress or invasion of privacy; plagiarism; misuse of musical or literary materials. This policy shall not be required to cover individual access producers.
7. Directors and Officers' Liability Insurance. Grantee shall maintain directors' and officers' liability insurance with coverage in an amount of not less than \$1,000,000, subject to a reasonable deductible which shall be determined by Grantee's Board of Directors.
8. Officers', Directors', Trustees' and Employees' Fidelity Insurance. Grantee shall maintain fidelity insurance for all officers, directors, trustees and employees of the Grantee and all other persons handling or responsible for grant funds paid to or administered by the Grantee. The total amount of fidelity insurance coverage required shall be in an amount of the greater of either: (1) \$1,000,000; or, (2) the total sum of grant funds provided to Grantee in a fiscal year quarter during the prior calendar year. Such fidelity insurance shall name the Grantee as obligee and shall contain waivers by the issuers of the insurance of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The insurance shall provide that it may not be canceled or substantially modified (including cancellation for nonpayment of a premium), without at least ten (10) business days' prior written notice to the MHCRC.
9. Continuous Coverage: Notice of Cancellation. Grantee shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) calendar days' written notice from Grantee to MHCRC. If the insurance is canceled or terminated prior to termination of the Agreement, Grantee shall immediately notify MHCRC and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
10. Certificates of Insurance: Grantee shall provide proof of insurance through acceptable certificates of insurance and a CG 2026 additional insured endorsement form (or an equivalent blanket additional insured form) to MHCRC on or before execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all parties endorsed on the policy as Additional Insureds (or Loss Payees). Insurance

coverages required under this Agreement shall be obtained from insurance companies acceptable to MHCRC. MHCRC reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required.

- E. Grantee's Contractor: Non-Assignment. If Grantee utilizes contractors to complete its work under this Agreement, in whole or in part, Grantee shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, Grantee shall remain obligated for full performance hereunder, and the MHCRC shall incur no obligation other than its obligations to Grantee hereunder. This Agreement shall not be assigned or transferred in whole or in part without prior written approval of the MHCRC.
- F. Independent Contractor Status. Grantee, and its contractors and employees, are not employees of the MHCRC 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.
- G. Oregon Laws and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to its provisions regarding conflicts of law. Any litigation between the MHCRC and Grantee arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County, and if in the federal courts, in the United States District Court for the State of Oregon.
- H. Compliance with Law. Grantee and all persons performing work under this Agreement shall comply with all applicable federal, state and local laws and regulations. Grantee shall maintain its nonprofit and tax-exempt status during this Agreement.
- I. Severability. The MHCRC 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.
- J. Merger. This Agreement contains the entire agreement between the MHCRC and Grantee and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.

- K. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement and the Agreement may only be enforced by the parties.
  
- L. Electronic Transaction: Counterparts. The parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

**Signatures:**

**MT. HOOD CABLE REGULATORY COMMISSION**

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

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

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

**METROEAST COMMUNITY MEDIA**

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

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

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

**Approved as to Form:**

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

## **Exhibit A: MetroEast/MHCRC Grant Agreement - Scope of Work**

Grantee shall conduct training, in consultation with the Grant Manager as needed, which informs and updates Grantee Board members and Grantee leadership team and/or executive team about the funding, requirements, and relationships between and among Grantee, the MHCRC, and the Jurisdictions under this Agreement and the Cable Franchises.

Grantee shall allocate grant funds and other resources as follows:

### **1. Digital Inclusion and Training**

- Provide culturally responsive, relevant, affordable digital literacy and media training for people of color, English-language learners, people with disabilities, and low-income residents to use media and broadband technologies competently. Training shall be tailored to address the unique barriers for these populations to getting online or producing media content, including but not limited to level of expertise, interests and needs, language, schedule requirements, level of income and geographic availability.
- Provide low-income residents and non-profit organizations access to media and broadband content-production tools and support for content sharing and distribution across multiple platforms and technologies.
- Develop partnerships focused on assisting people from underrepresented populations to gain digital literacy skills needed for education, employment, and civic engagement.
- Engage ethnically and culturally diverse, marginalized, and English-language learners' communities for Grantee to create, acquire and distribute content that supports a wide range of community perspectives, specifically those historically misrepresented or underrepresented in traditional media.
- Collaborate with other organizations throughout the Multnomah County area to build community media and digital literacy capacity, including organizations that apply and receive grant funding support from the MHCRC.

### **2. Content and Video Distribution**

#### **A. Government Access Programming**

- *Government Access Channels*: Manage the transmission of programming on cable channels provided as government access channels through the Cable Franchises. Grantee shall have scheduling



control over government access channels and serve as the point of origination for such channels under the Cable Franchises.

- *City Council and County Commission Meetings:* Produce gavel-to-gavel video coverage and live cablecast the Jurisdictions' regular twice monthly city council meetings and county commission regular weekly meetings, conducted at their respective regular meeting location as listed in the Live Origination sites listed below.
  - The content and intellectual property rights of a meeting video remain the property of the Jurisdiction. Grantee shall not edit meeting content unless technical issues make portions of the meeting unintelligible and/or unviewable and shall be held harmless in the event of loss of original video footage due to any event or process beyond the control of Grantee. The parties understand that Grantee is not responsible for maintaining or providing a meeting recording subject to Oregon Open Meeting law requirements of the Jurisdictions. The Jurisdictions maintain sole responsibility for public records related to their meetings.
  - Upon a Jurisdiction's request, Grantee shall provide a high-definition format video program signal to the demarcation point on a Jurisdiction's web-streaming encoder for additional distribution of the programming by the Jurisdiction.
  - In order for Grantee to produce and cablecast the meetings described above, Grantee must house certain video production and distribution assets at the Jurisdiction's meeting location, which Grantee owns, maintains, and insures. The Jurisdictions have agreements separate from this Agreement, to provide secure, adequate space for the equipment at the Jurisdiction's regular meeting location.
- *Acquire or produce, at Grantee's discretion, local government programming to promote civic dialogue on issues of importance to community members and their governments.*
- *Cooperate with the Jurisdictions and cable franchisees regarding dissemination of disaster preparedness information and communication of emergency messages to the public through Grantee channels and facilities, subject to applicable federal and state laws.*

Upon a Jurisdiction's request, Grantee shall provide the contact information for authorized representatives of Grantee who are available 24 hours per day, 365 days per year, to coordinate distribution of emergency notices and messages.

## B. Public Access Programming

- *Manage the transmission of programming on cable channels provided as public access channels through the Cable Franchises.* Grantee shall schedule programming on such channels in accordance with reasonable and nondiscriminatory policies and procedures, except that, in accordance with applicable law, Grantee may refuse to transmit programming which the Grantee has determined would infringe on a copyright or which has been deemed unprotected speech by a court of competent jurisdiction. Grantee shall also serve as the point of origination for public access channels under the Cable Franchises.
- *Provide video content production equipment and facilities for use by the Jurisdictions' residents,* including mobile video production equipment, in accordance with reasonable and nondiscriminatory policies and procedures.
- *Participate in programming of the community access network (CAN) channel.*

## C. Education Access Programming

- *Manage the transmission of programming on cable channels provided as educational access channels through the Cable Franchises.* Grantee shall have scheduling control over the educational access channels and serve as the point of origination for such channels under the Cable Franchises.
- *Partner with local schools, nonprofits and other organizations,* at Grantee's discretion, to produce and acquire programming of interest to the education community, and provide media education and digital literacy services to enable students to examine media critically and use media and broadband technology competently.

D. Video on Demand. Coordinate and provide local programming, at Grantee's discretion, for distribution on the cable franchisee's video-on-demand (VoD) platform. The VoD platform shall not be considered a public access resource under this Agreement. A minimum of thirteen (13) hours shall be available to Grantee at any given time for programming on cable franchisee's VoD platform. If the MHCRC determines that the VoD hours are not being effectively used by Grantee to provide local programming, the MHCRC may reduce the hours available to Grantee on the Cable Franchisee's VoD platform.

E. Live Origination Sites. Manage the transmission of programming from the following hardwired live origination sites as provided under the Cable

Franchises: Gresham, Troutdale, Wood Village and Fairview city halls, and Multnomah County Building Board Room (Hawthorne Building).

- F. Access Channel Interconnects. Manage the use of access channel interconnections provided under the Cable Franchises.
- G. Maintain technology infrastructure to keep pace with significant changes in video and content creation capabilities, distribution mediums and platforms, and web-based technologies.

### **3. Cable Franchise Support**

- Provide technical expertise to the MHCRC to assist with regulatory oversight of access requirements described in the Cable Franchises and related access requirements for franchise renewals.
- Develop and maintain any necessary operating agreements with cable franchisees resulting from Grantee's status as the MHCRC's designated PEG Access provider, consistent with the requirements of the Cable Franchises.
- Attend informational meetings, at the Grant Manager's request, related to outreach for MHCRC community grant program and provide outreach for MHCRC grant opportunities through Grantee's normal means of communication to its members and the public.

## **Exhibit B: MetroEast/MHCRC Grant Agreement - Grant Status Reports**

Within 45 days after the close of each 6-month period, Grantee shall submit to the Grant Manager a Grant Status Report in accordance with Agreement Article III(G)5, which shall contain at least the following information for the reporting period, unless otherwise approved by the Grant Manager:

### **1. Digital Inclusion and Training**

- a. List of media education and digital literacy trainings and the technology competencies or learning indicators applicable to the training, including topics and number of trainings offered; number and demographics of persons attending; and number, percentage and demographics of persons certified.
- b. Description of additional media education and digital literacy services provided, including a list of the organizations served, including public schools, and the number and demographics of individuals accessing the services and/or of the target constituency of the organization receiving the services.
- c. Description of outreach and engagement efforts specifically targeted toward serving underrepresented and underserved populations and groups, and the results of those efforts. (For example: partnerships and collaborations with other groups, recruitment of bi-lingual and multi-cultural volunteers; bi-lingual and multi-cultural staff; use of materials in languages other than English; use of subtitles to reach identified populations).
- d. Description of ongoing processes to assess and identify target populations' needs and to use this data for program and service design and offerings and for acquisition of programming.
- e. Description of efforts to tailor, adjust or change media education and digital literacy services to be responsive to target populations' needs, including data used to inform the changes.
- g. List of activities, such as professional development trainings educational opportunities and events, engaged in by Grantee staff to increase multi-cultural competencies.
- h. List of activities and efforts to collaborate with other organizations throughout the Multnomah County area to build community media and digital literacy capacity.

### **2. Content and Video Distribution**

- a. The total number of government meetings videotaped and number of hours of government programming cablecast on the government access channel, including both in its original cablecast and any repeated playback:
  - Produced by the Grantee or through Grantee's facilities;

- Acquired from government entities; and
  - Acquired and sponsored by Grantee from local and non-local sources.
- b. For each channel dedicated for public access programming, the percentage of time averaged over the reporting period that the following types of programming were cablecast on the channel, including both in its original cablecast and any repeated playback:
- Produced through Grantee's facilities,
  - Acquired from local Metro Area sources;
  - Acquired from non-local sources; and
  - Generated by a bulletin board, event listings, program listings or other types of character generated listings.
- c. Number of hours the facilities and equipment are used by the public based on the hours available for public use.
- d. For each channel dedicated for educational access programming, the percentage of time averaged over the reporting period that the following types of programming were cablecast on the channel, including both in its original cablecast and any repeated playback:
- Produced by the Grantee or through Grantee's facilities;
  - Acquired from educational entities; and
  - Acquired and sponsored by Grantee from local and non-local sources.
- e. The total number of new programming (in its first-run playback) cablecast by Grantee on all PEG access channels, and related total hours broken out by original cablecast and repeat playback during, for the following types of programming:
- Produced using Grantee's facilities and/or equipment;
  - Created within the local Metro Area, utilizing minimal Grantee resources for production;
  - Created outside the Metro Area, utilizing little or no Grantee resources for production; and
  - Generated on a bulletin board for community groups' events and services listings, including number of distinct groups served by this programming.
- f. List of video-on-demand programming, including title, program description, average number of hours per month provided by Grantee, and whether the

programming was produced by the Grantee, through Grantee's facilities or acquired from another source.

- g. Grantee's criteria for selecting programming to be provided on Cable Franchisee's video-on-demand platform.
- h. List of live origination sites used and programming activity from the sites.



# Mt. Hood Cable Regulatory Commission

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

## **COVER SHEET – AGENDA ITEMS #R5**

For Commission Meeting: May 22, 2023

“Community Technology Grant Agreements: 2023 Cycle”

### **Recommendation:**

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

A. Accent Network	\$38,000
B. CETI	\$74,000
C. Municipal Eco Resiliency Project*	\$44,344
D. Trash for Peace	\$28,047

*\*MERP operates under a fiscal sponsor, Roots & Beats Project.*

### **Background:**

At its January meeting, the Commission selected 18 Pre-Applications to invite to apply for funding. Following the Commission’s decision, MHCRC staff began to engage all 18 applicants in a process to complete full grant applications and contracts. In follow-up to specific Commissioner comments at the January meeting, staff has collaborated with applicants to make suggested revisions to the pre-applications.

Four organizations (RACE TALKS, Lower Boom Foundation, Rosewood Initiative, Resolutions NW) have since withdrawn their applications from consideration in the 2023 Community Technology Grants Cycle. Staff also notes that the application from the City of Portland will likely be presented to the Commission in September due to an unavoidable delay in the project development timeline.

**MHCRC staff has reached agreement with four applicants on final grant agreements recommended for approval for a total amount of \$184,391 in grant funds.** If all four grant agreements are approved in May, the Commission will have invested a total of \$741,558 into the community for the 2023 grants cycle thus far. Staff anticipates that four grant agreements will be presented at the June meeting.

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



## **Grant Agreements for Approval - Summaries:**

### **A. Accent Network**

#### Recommendation:

“Approve the Community Technology Grant Agreement with Accent Network for a total of \$38,000.”

#### Background:

**Final Grant Request: \$38,000** (Pre-Application Grant Request: \$31,800)

**Final Total Project Budget: \$105,427** (Pre-Application Total Project Budget: \$97,500)

Public Benefit Area: Reducing Disparities

The “Community-based video project: Immigrant Women of Inspiration” seeks to advance equity and inclusion by broadening access to media technologies, developing inclusive storytelling methods, and involving diverse participants in the creation of a documentary series. Under-represented female immigrants from Eastern Europe and the former Soviet Union will be recruited to join one of eight cohorts of volunteers (32 total) to create documentaries which highlight the issues that immigrant women face as well as detail strategies for rebuilding their careers after migration to the U.S. These narratives will be captured in a variety of native languages and produced in a culturally specific manner. Participants will engage in a workshop series (consisting of three seminars, four workshops) where they will learn technical skills (both pre- and post-production) as well as the soft skills needed to turn personal stories into coherent film narratives. A minimum of eight documentaries will be produced and shared out through Open Signal. Community screenings will be held alongside a Q&A with the featured female, immigrant interviewees.

In response to Commissioner comment at the January meeting, staff worked to ensure that the grant funded budget only includes eligible capital costs, and that the applicant was committed to sharing the produced documentaries with the community media centers.

This grant request increased approximately \$5,000 to include overhead expenditures in line with the Commission’s budgetary guidelines.

Attachment: Draft Community Technology Grant Agreement with Accent Network.

### **B. CETI**

#### Recommendation:

“Approve the Community Technology Grant Agreement with the CETI for a total of \$74,000.”



Background:

**Final Grant Request: \$74,000** (Pre-Application Grant Request: \$74,000)

**Total Project Budget: \$161,000** (Pre-Application Total Project Budget: \$151,000)

Public Benefit Area: Improving Community Involvement

The “Interactive Multichannel Storytelling” project aims to address the lack of local training programs needed to develop fluency and training creators in emerging media forms. CETI is proposing to purchase and build a 16 x 12-foot LED video wall for the existing CETI lab space housed within Portland State University’s College of the Arts. Training on how to use the video wall will be developed and offered in a Summer and Fall Institute which will provide professionals and students the opportunity to wield this new technology to create multichannel, narrative, and immersive video content. A minimum of 25 students will participate in the institutes, which will include demos, hands-on training, guest speakers, and mentored one-on-one sessions to experiment and create. Training participants will be recruited from communities previously marginalized or under-represented in tech and emerging media fields – including women, BIPOC, low-income, and the disability community. They will receive at least 40 hours of technical training and additional hours of individual mentorship culminating in the creation of short videos that incorporate storytelling, touch interactivity, and nonlinear narrative threads; final videos will be shared out with Open Signal. The trainings will also be captured, edited, and shared out with the community media centers.

CETI received a grant award from the MHCRC for \$117,867 in 2021 for the “Xrchive: Creating Social Documentary Experiences” project. All grant outcomes were met satisfactorily.

Attachment: Draft Community Technology Grant Agreement with CETI

**C. Municipal Eco Resiliency Project (MERP)\***

*\*fiscal sponsorship provided by Roots & Beats Project*

Recommendation:

“Approve the Community Technology Grant Agreement with the Roots & Beats Project for a total of \$44,344.”

Background:

**Final Grant Request: \$44,344** (Pre-Application Grant Request: \$39,966)

**Final Total Project Budget: \$151,073** (Pre-Application Total Project Budget: \$126,489)

Public Benefit Area: Improving Community Involvement

Municipal Eco-Resiliency Project (MERP) is an organization comprised of skilled urban farmers and dedicated climate justice direct actionists. MERP’s “Food Sovereignty Media Series” seeks to give people the knowledge and skills needed to enable greater food autonomy, while giving them access to resources, tools, and a community with which to collaborate. MERP proposes to develop video versions of existing urban farming workshops as well as a series of profile videos featuring the work of partner organizations within the burgeoning People of Color (POC)-led urban farm movement: organizations like Mudbone Grown, Black Futures Farm, the Black Food Sovereignty Coalition, and more. In addition, MERP aims to create a music video featuring local hip hop artists who believe in the importance of food as a tool for liberation. To achieve these goals, MERP will train up to four members in video production skills and the art of storytelling, and ultimately produce two six-episode video series as previously described in addition to music video. They also wish to create a short film highlighting the life and work of Viviane Barnett, a black woman whose work surrounding urban farming in the 1960s & 70s was instrumental in catalyzing Portland’s community garden and urban farm movement. All videos will be shared with Open Signal for community distribution. Through sharing this message, MERP ultimately aims to increase outreach to, and involvement in, an existing powerful and diverse movement for farming and food justice, particularly targeting populations in working-class neighborhoods such as Lents, Cully, and East Portland.

The grant award contract will be with Roots & Beats Project as the fiscal sponsor, in support of MERP’s Food Sovereignty Media Series project. The Commission has an existing grant with Roots & Beats Project (2020; \$50,351) which is expected to wrap up this year. The grant is on track to meet all proposed outcomes.

This grant request increased approximately \$4,000 to include overhead expenditures in line with the Commission’s budgetary guidelines.

Attachment: Draft Community Technology Grant Agreement with Roots & Beats Project.

#### **D. Trash for Peace**

##### Recommendation:

“Approve the Community Technology Grant Agreement with Wisdom of the Elders for a total of \$28,047.”

##### Background:

**Final Grant Request: \$28,047** (Pre-Application Grant Request: \$25,953)

**Final Total Project Budget: \$65,788** (Pre-Application Total Project Budget: \$58,314)

Public Benefit Area: Reducing Disparities

The “Growing Digital Skills through Storytelling with Waste and Recycling” project seeks to both build-on and support community members’ digital creation skills and to increase public awareness and participation for waste-equity issues. Trash for Peace will launch a Media Advocates Committee pilot which includes eight community-represented staff who will each complete 18 hours of workshops to gain a foundation in mobile video production skills. Additional staff will complete a “train the trainer” workshop to further support the media advocates to produce video content. A small on-site community video lab will be created by advocates who represent the diverse community of project beneficiaries including seniors, low-income, Spanish-first and Spanish-only speakers, public transportation riders and those who have self-identified as digital beginners requesting supporting with digital divide issues. The lab will feature video equipment compatible with consumer mobile devices to extend storytelling techniques and, will create a social learning space for all community to practice skills and create future content. Following media training, the Media Advocates will attend monthly skills practice sessions, working in teams to produce short-form videos, and a collective showcase video, which will highlight various perspectives on waste/recycling in both Spanish and English. As the project has been designed and structured to be community-centered and iterative, the specific content of each video is yet to be determined. All videos will be shared out through Open Signal.

In response to Commissioner comment at the January meeting, staff worked to ensure that the grant funded budget only includes eligible capital costs, and that the applicant was committed to sharing the produced documentaries with the community media centers.

Attachment: Draft Community Technology Grant Agreement with Trash for Peace.

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

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

Prepared by:  
Rana DeBey  
May 10, 2023



# Mt. Hood Cable Regulatory Commission

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

## COVER SHEET – AGENDA ITEM #R6

For Commission Meeting: May 22, 2023

“Off-Cycle Grant Request: Desert Island Studios\*”

*\*Desert Island Studios operates under the fiscal sponsorship of the Portland Art Museum.*

### Background

The MHCRC acknowledges that opportunities can rise unexpectedly, particularly in the current economic climate, and that community organizations, governments, and educational institutions need to act fast to secure funding for projects that meet ever-changing communication needs. Incorporating intentional responsive grantmaking opportunities outside of the MHCRC’s annual competitive cycle increases the MHCRC’s equity-centered practices by allowing applicants to request funds at the time of their greatest need, rather than on a funder’s timeline.

The MHCRC updated the “Special Funding Request” (aka Off-Cycle) grant program by streamlining the process and updating materials in May 2021 and has since awarded three grants to Feed the Mass, Open Signal and Portland Community College through this program.

In accordance with the Off-Cycle grant process, Desert Island Studios submitted a Letter of Interest (LOI) to MHCRC staff in early April. Staff deemed that the proposed request met the Off-Cycle grant eligibility criteria and was time-sensitive in nature. The LOI was sent to the MHCRC Equity Committee for consideration. Committee members agreed that staff should move forward with presenting the application to the full MHCRC for funding.

Budget Note: The MHCRC Off-Cycle grant program was originally approved by Commissioners to utilize the Community Grants Contingency Funds (annually allocated at \$800,000/fiscal year) in order to make grant awards or ending-balance funds unspent by Community Technology Grants requests. In FY 22-23, the Commission has awarded \$230,854 for Off-Cycle grants.



## **Project Summary:**

### **Portland Art Museum/Desert Island Studios**

#### **Grant Request: \$115,074**

Total Project Budget: \$232,074

Public Benefit Area: Improving Community Involvement

#### **Recommendation:**

Staff recommends that the Commission approve an Off-Cycle grant to the Portland Art Museum for the “Desert Island Studios Production Studio Renovation and Equipment Upgrades” project for a total of \$115,074.

#### **Project Description:**

Desert Island Studios was founded in 2016 as a mission-driven Asian-American owned media production studio and rental facility that provides accessible and affordable media production resources and job opportunities to independent artists from underrepresented communities in the Portland area. In 2022, Desert Island Studios supported 116 projects that engaged 1,178 community members. Following landlord negligence at their previous studio space, Desert Island Studios has been forced to make an emergency move during a critical phase in their studio’s development. At the same time, the organization is constantly fielding inquiries from productions and members in need of affordable professional studio space and equipment. This move will provide a welcomed opportunity for Desert Island Studios to strategically expand their membership and associated services, without compromising quality of work and the community collaboration which is at the heart of the studio’s mission.

They seek to provide increased production equipment and a larger studio space designed to expand studio membership (from 17 up to 41) and allow for increased numbers of working creatives to participate in their media maker collective and workforce development programs. Specifically, they seek to reduce barriers to entry into the media industry for BIPOC, LGBTQIA2S+, Veterans, and women creatives. The grant request includes funds for high-quality media production equipment packages, renovations to a new studio facility and personalized editing workstations marketed towards their priority populations. The new location and upgraded professional equipment, along with the increased opportunities for creative content generation, will produce a large quantity of distributable content to be broadcast on Open Signal and MetroEast Community Media’s cable channels. Sharing out members’ produced content will help their stories to be more widely seen, advance their careers through audience engagement, and further their enthusiasm for crafting content. Desert Island Studios anticipates producing over 200 films (various lengths) during the project period for cable distribution. In addition, Desert Island studios seeks to expand their professional development programs designed to increase the number of skilled media makers from under-represented communities.



The grant award contract will be with Portland Art Museum as the fiscal sponsor, in support of Desert Island Studio's project.

Prepared by: Rana DeBey  
May 10, 2023

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

Attachments:

Draft Grant Agreement: Portland Art Museum



## **INFORMATION ONLY**



**MT. HOOD CABLE REGULATORY COMMISSION**

FY 21-22

# ANNUAL REPORT





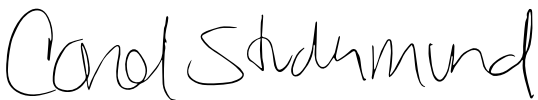
# Introduction from the Chair

As the Portland Metro Area emerges from the pandemic, we face a pivotal moment. Decisions we make now will have long-term impacts on the evolution of cable communication technology, community media centers, and the many connected community organizations engaged in media content creation, digital inclusion and access, and more broadly - community building. As you look through this report, I'd like to highlight these challenges and opportunities:

- Technological change continues, and many new forms of telecommunications continue to expand. Film, video and television increasingly exist on multiple platforms.
- Government has significantly changed the way it operates and engages with community, with virtual and hybrid meetings becoming the norm.
- The business model of community media centers is shifting, as production equipment becomes less expensive, and human expertise becomes the critical ingredient.

Recognizing this, the MHCRC will launch a Strategic Planning process in 2023, which will be highlighted later in this report. This will be a dialogue with participating jurisdictions to discuss the work of the MHCRC and future needs of member jurisdictions regarding the cable and telecommunications system, to develop a long-term strategy, and to create recommendations for a refreshed Intergovernmental Agreement (IGA) to achieve those priorities.

Despite all of these changes, the community media centers and other MHCRC grantees continue to innovate and deepen the ways they serve community - particularly low income communities and communities of color. Thank you for your ongoing support for our work, and for taking time to consider these challenges.



Carol Studenmund  
MHCRC Chair



# Who We Are

We are eight volunteers who represent our communities' cable communications technology needs and collaborate to ensure our region benefits from cable service franchise agreements. We are appointed by the six MHCRC Member Jurisdictions: Multnomah County, and the Cities of Fairview, Gresham, Portland, Troutdale, and Wood Village.

**Commissioners** | Carol Studenmund, Chair; Julia DeGraw; Leslie Goodlow; Cherri Wagner; Scott Harden; Jeff Dennerline, Vice Chair; Richard Roche; Norm Thomas. For more information about your Commissioners, bios are found on the MHCRC Website: [www.mhcrc.org/about-the-mhcrc/meet-the-commission](http://www.mhcrc.org/about-the-mhcrc/meet-the-commission).

**Staff** | Donnie Oliveira, Director; Eric Engstrom, Deputy Director; Andrew Speer, Franchise Utility Manager; Rebecca Gibbons, MHCRC Program Manager; Rana DeBey, MHCRC Community Grants Manager; Michael Wong, Finance Manager.

# What We Do

- **Cable Franchise Negotiation & Compliance:**  
We conduct franchise negotiations, renewals, and transfers of ownership, and enforce cable company compliance with franchise agreements.
- **Consumer Protections:**  
We monitor cable provider customer service data, and step in to support consumers with complaint resolution.
- **Policy & Advocacy:**  
We participate in communications policy and legislative advocacy efforts to protect local control of the public right-of-way.
- **Community Media:**  
We provide ongoing support to community media organizations serving Portland and East Multnomah County.
- **Community Technology Grants:**  
We administer a competitive grants program which allocates approximately \$1.5 million annually to libraries, schools, local governments, and nonprofit community organizations.
- **Digital Equity & Inclusion:**  
We promote digital equity and inclusion in our grants, policy, and advocacy work.



# Cable Franchise Negotiation & Compliance

MHCRC franchise negotiation, management, and compliance services provide Member Jurisdictions with economies of scale in:

- Franchise negotiations, renewals, and transfers of ownership.
- Routine auditing of franchise fees to ensure Member Jurisdictions are accurately compensated under the terms of the agreement and statutes.
- Monitoring of cable provider performance metrics including customer service standards, subscriber reporting, and fiscal reporting.
- Customer complaint resolutions.
- Enforcement of compliance with the franchise agreement, and the legal and policy frameworks set by federal law.

## **Cable Franchise Negotiations:**

During the reporting period, the MHCRC continued negotiation of renewal cable franchise agreements with Comcast Corporation and Ziplly Fiber on behalf of Member Jurisdictions. Comcast negotiations are ongoing and are expected to conclude in 2023. Ziplly is expected to exit the cable market in 2023.

## **Consumer Protections - Customer Complaint Line:**

During the reporting period, the MHCRC resolved more than 250 subscriber complaints received via phone and email.

Customers have three options if they wish to file a complaint. To speak directly with a representative, customers can call 503.823.5385. They will be prompted to leave a voicemail and an MHCRC representative will return their call as soon as possible. Customers can also send an email detailing their complaint to [info@mhcrc.org](mailto:info@mhcrc.org). And finally, customers can fill out an online form on the MHCRC website at [www.mhcrc.org/customer-support](http://www.mhcrc.org/customer-support).





## Community Technology Joins Planning and Sustainability

In 2022 the Office for Community Technology, which provides staff support to the Commission, joined the Bureau of Planning and Sustainability (BPS). With Portland voters approving City Charter Reform in 2022, the City of Portland is reorganizing in anticipation of a City Administrator arriving in 2025. BPS is a leader in land use planning and urban design, climate action, environmental stewardship, and community technology. BPS centers racial equity in its work and is dedicated to creating a future that is more equitable, healthy, prosperous, and resilient for all Portlanders.

Incorporation of MHCRC work into this larger portfolio brings several benefits to the MHCRC:

- MHCRC staff joined a bureau that is focused on equitable outcomes in the community. BPS brings expertise and systems that support community grantmaking, through several programs including the Portland Clean Energy Fund and the Smart City PDX Program.
- BPS provides support to several other commissions, including the Portland Planning Commission, and a new Climate Commission. This will bring a deeper level of administrative support to the commission's operations and program staff.
- MHCRC staff can now take advantage of a larger set of internal services resources, including robust finance and communications teams, dedicated people services and human resources support, and extensive technology and operations support.



THE BUREAU OF  
**PLANNING &  
SUSTAINABILITY**



# Policy & Legislative Advocacy

**The MHCRC monitors and advocates on behalf of the jurisdictions on legislation and policies that impact local authority and the provision of telecommunications services. This includes activities such as:**

- Monitoring policy and legislation development at the local, state, and federal level.
- Advocating on behalf of Member Jurisdictions with state and federal elected officials.
- Providing comments and reply comments to policymaking bodies like the Federal Communications Commission (FCC), and the National Telecommunications and Information Administration (NTIA).
- Participating on boards and committees to ensure local community needs are included in policy development.
- Participating in local government coalitions to appeal policies that impede local government authority to manage the public right-of-way.

**A few of the legislation, policy, and legal proceedings monitored in this reporting period included:**

- Congressional legislation clarifying franchise obligations, advancing 6G technologies, and addressing digital redlining.
- State legislation related to broadband funding.
- FCC activities, including President Biden's nominations for open seats, rules providing more competitive choice of communications services in multiple tenant environments, broadband consumer labeling rules, rules addressing cable and satellite price transparency, and rules aimed at digital discrimination.
- Court cases related to net neutrality, cable operators billing practices, applicability of franchise fees to over-the-top (OTT) video service providers, and FCC definitions.

Historically, broadband funding has yet to be available to urban areas to support broadband infrastructure or digital literacy services due to the use of inadequate measures of need. Large federal funding opportunities through the American Rescue Plan Act (ARPA) and the Infrastructure Investment and Jobs Act (IIJA) are headed to the State broadband office for project allocation to communities around the state. Yet, both federal and state requirements heavily favor rural communities for funding. Our policy work is focused on barriers preventing urban cities like Portland from receiving any federal funding for broadband infrastructure and digital equity work and to ensure that the needs of urban communities are not overlooked.



# Community Technology Grants

The MHCRC awards grants to nonprofits, community organizations, libraries, schools and government agencies within the six member jurisdictions through its Community Technology Grants program. Grants are awarded on an annual basis to projects utilizing media-creation tools and community media channels to address local needs and increase local discourse, civic participation and communication. For more information on program goals, eligibility, and how to apply, visit: [www.mhcrc.org/community-grants](http://www.mhcrc.org/community-grants). Grantees' completed videos can be viewed on Open Signal and MetroEast cable channels on the Comcast and Ziplly cable systems.

## In this reporting period:



**Organizations were awarded grants**



**Total grants**



**Grants prioritize racial equity as a central element**



**Organizations are first-time grantees**



## Examples of grantee projects awarded



### **Curious Comedy Theater**

\$255,620

Curious Comedy Theater's (CCT) "Amplifying Marginalized Voices" project will upgrade old equipment to ensure high-quality professional videos for performers and the community at large. The Curious Comedy Theater Annex will also be outfitted with video production equipment to allow for capturing and sharing our comedy performances. This grant will help more than 100 women and BIPOC comedians by capturing their performances which can be later used to promote themselves and build audiences on digital platforms.



### **Community for Positive Aging**

\$66,920

Community for Positive Aging (CFPA) is committed to addressing the social, cultural, environmental, and economic needs that impact the health and wellness of older, low-income seniors in Multnomah County. The "Supporting Low-Income Seniors through Health Navigation Digital Media Content" project seeks to produce 8 to 12 informational videos about a variety of topics including healthy aging, food access, case management options, access to safe housing and more. The videos will be translated into Spanish, Vietnamese, and Mandarin and shared out via MetroEast Community Media (MetroEast), and displayed on large screens at the community centers and other gathering places.





## Portland State University School of Film

\$85,675

Portland State University (PSU) School of Film’s “Fifty Years after Title IX: Portland Women in Sports” project seeks to tell a multi-tiered story about women in sports as experienced by Portland-area female and non-binary athletes. Approximately 96 undergraduate students in the School of Film will work with production professors across six courses to produce three 60-minute programs for broadcast on both MetroEast Community Media and Open Signal. The produced programs will include game play, studio segments, short documentaries, and athlete profiles from the Oregon Ravens football team, a small independent women’s football league.



## Wild Diversity

\$26,619

Wild Diversity’s “Connecting with the Outdoors Video Series” project seeks to expand their reach to BIPOC and LGBTQ+ community members through the creation of at least 11 videos highlighting inclusive and diverse stories about nature, outdoor adventure, and the field of conservation. High school aged interns who identify as Black will learn how to produce, host, and film the outdoor exploration video series as a part of the “Tappin Roots Black Nature Educators Internship Program.” All of videos aim to diversify the conversation/environmental field by both educating viewers and recruiting new BIPOC community members to get involved, explore nature, and feel welcomed in wild, outdoor spaces.

*Other grantees included: Day One Tech, ELSO, Northwest Alliance for Alternative Media and Education, Portland Community College, Somali American Council of Oregon, and The Lotus Seed. For more information on the MHCRC Community Technology Grants Program visit: [www.mhcrc.org/community-grants](http://www.mhcrc.org/community-grants)*





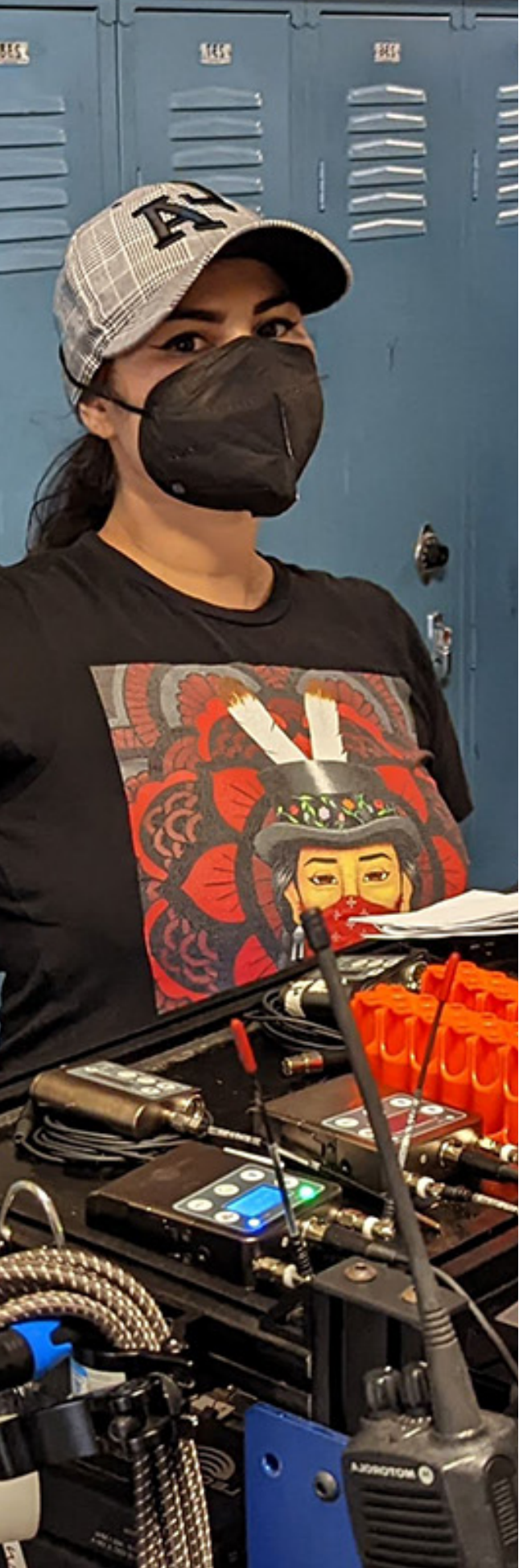


## TechSmart Initiative for Student Success Impact Report

The TechSmart Initiative for Student Success officially wrapped up in 2022 after investing nearly \$16 million over eight years to schools within the Centennial, David Douglas, Gresham Barlow, Parkrose, Portland Public, and Reynolds School Districts. The TechSmart Initiative provided grants and evaluation resources for school districts to identify effective classroom instruction that uses technology to foster improvement in academic outcomes for all students, and to share the successful strategies across the school districts. The TechSmart Initiative aligned with the collective effort of the broader community engaged in the Oregon All Hands Raised Partnership. Each year, grantees participated in a quasi-experimental student achievement study in order to understand the progress made towards closing the achievement gap. The studies tracked TechSmart cohorts annually and compared their progress. Prior to the pandemic, several promising student achievement findings emerged, which are detailed in the report. Because of the TechSmart grants, which supported technology integration, curriculum development, and one-on-one coaching for teachers, students and teachers who had participated in the program were better prepared and adapted more quickly to the online learning environment mandated by the COVID-19 pandemic.

**Read the full TechSmart Initiative for Student Success Final Impact Report:** [www.mhcrc.org/community-grants/techsmart-initiative](http://www.mhcrc.org/community-grants/techsmart-initiative)





## Community Media Centers

Open Signal in Portland and MetroEast Community Media in Gresham received capital funds from the MHCRC to provide the community with Public, Educational and Government (PEG) access to media creation tools and training, cable channel distribution, and a wide-variety of locally produced content which is viewable on cable television channels. Open Signal also received operating funds from the City of Portland while MetroEast Community Media received operating funds from the MHCRC.

Open Signal and MetroEast provide live, gavel-to-gavel coverage of local government meetings, professional production service to nonprofits and government agencies, and low to no cost media training and resources to the community.

Both facilities are dedicated to digital equity and inclusion, and communities who identify as Black, Indigenous, people of color; English language learners; people living with disabilities, people with low incomes; and the nonprofits who align with these efforts.

### Government Meetings

- MetroEast produced 359 hours of live government meetings during this reporting period.
- Open Signal broadcast 119 Portland City Council meetings, 72 of which were hybrid meetings, totaling 535 hours.

### Original Programming

- MetroEast cablecast 1,658 new programs and 1491 hours of original programming.
- Open Signal broadcast 9,737 new airings of work created by the community on its cable channels and online streaming network.

### Workshops and Training

- MetroEast offered a total of 55 training workshops to 195 participants.
- Open Signal spent 923 hours facilitating/teaching people how to create content through its Cohort Program.





# Open Signal

## Spotlight on Open Signal

### Labs Black Creative CO-OP Replaces Film Fellowship

2021/22 has seen a significant evolution in how Open Signal Labs an incubator for emerging African American filmmakers, engages with the Black creative community. After three years of effectively running a fellowship program, Open Signal has launched the Labs Co-operative. This is designed to bridge the gap between what was a more typical fellowship model and a values-driven studio model. Rather than working to develop six fellows through individual experience and skills-building projects, Labs will contract with four established creative producers to develop and complete projects already in the development/pre-production phase. This provides significantly increased support for producers to complete their projects. Labs will contract with the producers to allow them access to Labs resources including a project budget-adjusted stipend for the duration of the project's production period, access to workspace, equipment and staff support. The Co-operative Pilot is currently active with filmmaker/producer Kenny Hamlett and will conclude this fall at which point the selection of four new Co-op Members will be selected.

### Other Labs work in 2021/22 included:

- Labs provided support for Bruce Poinsett's Blacktastic Adventure which brings to life characters Poinsette engaged with through the Urban League's State of Black Oregon project in 2017, as well as local characters who can speak to the Black experience in the Pacific Northwest.
- Open Signal Labs continues its partnership with Simple X to produce an ongoing video series to amplify Black professionals in Portland.
- Local nonprofit Imagine Black partnered with Open Signal Labs to welcome 2022 City Commissioner Candidates to an intimate discussion about the future of public safety in the city of Portland.
- Labs Executive Producer Ifanyi Bell partnered with local filmmaker Ime Etuk and his nonprofit Lionspeaks to produce an indie feature film, "Outdoor School". The film served as Etuk's feature directorial debut. Open Signal Labs worked with Outside the Frame to train 10 people to prepare them to work in various departments on the film.
- Open Signal Labs contracted with Talooka Studios to develop the upcoming Open Signal Labs standalone site. The new webpage will be a staging ground to articulate the vision of Labs work and sharing the work.





## Spotlight on MetroEast

### Mobile Media Innovation Lab

MetroEast Community Media’s “Mobile Media Education Initiative” Project was awarded a grant in 2020. The project responded to transportation barriers to participation and sought to reach underserved youth through co-programmed workshops with schools and community organizations. The workshops gave participants hands-on media experiences and educational programming by bringing a complete gear library in an outfitted mobile van to various community sites. In 2021/22 MetroEast completed outfitting the vehicle with a lift gate, awning, side mounted projector and battery array. They also purchased laptops, iPads, software and other equipment to better facilitate the workshops. The Lab is also freshly wrapped and branded, with an inclusive design representing the diverse East County community. They are now using the vehicle for workshops, Media Popups and cultural events. This included, for example, visits to Nadaka, Red Sunset and Gresham main city parks, appearances at Rosewood Initiative’s events, and The I Love Rockwood Festival.

The MetroEast Production team worked on a series of videos for the Clean Rivers Coalition. This included The Connection series, which brings the Native voice to the fore as our connection, disconnection, and reconnection to water is highlighted from various perspectives.

MetroEast also worked closely with Rosewood Initiative with its digital navigator’s program. Digital Navigators are individuals who address the whole digital inclusion process — home connectivity, devices, and digital skills — with community members through repeated interactions. Often at trusted community-based organizations, Digital Navigators are familiar with resources that relate to digital equity, and they help residents learn to use critical online services that guide food support, rent, education, employment, childcare, government benefits, and more.



# Strategic Planning

This strategic planning process will be a dialogue with participating jurisdictions to discuss the work of the MHCRC and future needs of member jurisdictions regarding the cable and telecommunications system. The goal of the planning process is to develop a long-term strategy and create recommendations for a refreshed Intergovernmental Agreement (IGA) to achieve those priorities.

Established in 1992 and amended in 1998, the MHCRC IGA outlines the Commission's purpose, powers, membership, meetings, rules of procedure, and officer structure. The IGA grants the MHCRC the authority to advocate for and protect the public interest in the regulation and development of cable communications systems within the Jurisdictions; to monitor and help resolve cable subscribers' concerns in these jurisdictions; and to participate in the planning and implementation of community use of cable communications technologies which make use of the public right-of-way. While the MHCRC has continued to expand its expertise as technologies converge, the IGA has not been updated in 23 years.

- Cable communications systems have evolved beyond cable television to include broadband, but the policy structure governing local authority has not kept pace.
- Over the years, the Commission has managed up to four cable franchises and now oversees two for the East County Jurisdictions and one for Portland.
- Companies that do not offer video service are no longer regulated by the cable franchise agreements or the 1984 Cable Act. Federal law does not provide the same legal framework to support local governments' work with telecom and internet companies.
- Some portions of the staff services agreement, which accompanies the IGA, have become obsolete.
- Changes in technology, changes in the structure of cable and telecommunications industry, and changing civic process (hybrid public meetings) are changing the business model of the community media centers: Open Signal and MetroEast Community Media. The member jurisdictions will need to consider the best way to support the long-term financial stability of these valuable community institutions.

The Strategic Planning process will occur over the course of 2023 and early 2024. The Commission is hiring a consultant to facilitate the process, which will include meetings and interviews later in 2023 with each of the member jurisdictions, and with the MHCRC's grantee community including the community media centers. Recommendations will be presented to the Commission and member jurisdictions in mid 2024. The MHCRC intends to update the IGA and staff services agreement to reflect current and future goals of the jurisdictions.

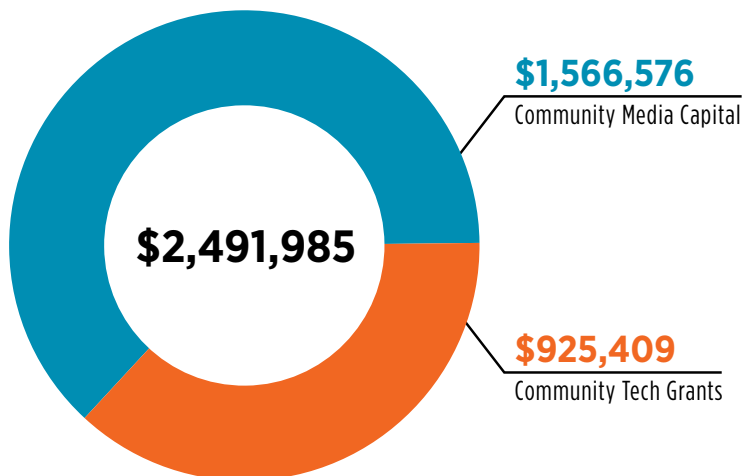


# Fiscal Year 2021-22

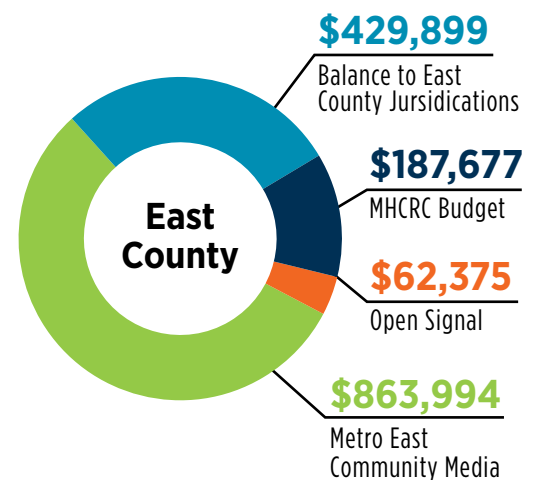
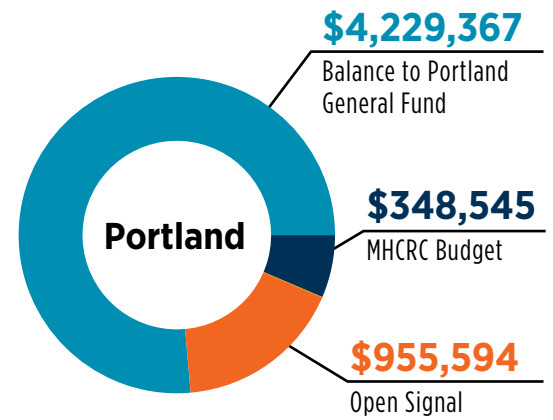
## MHCRC Operating Budget

Revenues	Budget	Actual
City of Portland Appropriations	\$348,545	\$348,545
East County Appropriations	\$187,678	\$187,677
FY 19-20 Carryover	\$0	\$0
Capital Compliance Allocation	\$566,411	\$433,868
Interest Revenue Allocation	\$146,797	\$58,380
<b>Total Revenues</b>	<b>\$1,249,431</b>	<b>\$1,028,470</b>
Expenditures	Budget	Actual
Personnel Services	\$694,024	\$591,481
Professional Services	\$292,810	\$91,806
Other External Materials & Services	\$32,709	\$14,056
MHCRC Fund Audit	\$15,000	\$15,000
Internal Materials & Services	\$76,303	\$75,730
General Fund Overhead	\$25,000	\$25,000
Contingency	\$113,585	\$0
<b>Total Expenditures</b>	<b>\$1,249,431</b>	<b>\$813,072</b>
Year-end Balance	\$0	\$215,398

## Funding Support for Community Media & Grants (based on PEG Funds)



## Franchise Fee Disbursement



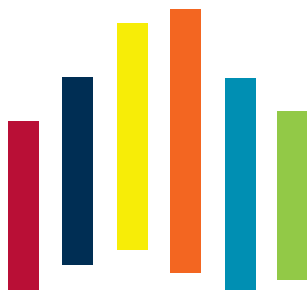
**\$4,659,266**  
Total franchise fee disbursement to member jurisdictions

**7.5%** of franchise fees spent on MHCRC Operations





Photo Credit: 1 World Chorus



# MHCRC

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

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This report produced by MHCRC staff and the City of Portland.



The City of Portland is committed to providing meaningful access. To request translation, interpretation, modifications, accommodations, or other auxiliary aids or services, contact 311, Relay: 711.

**Traducción e Interpretación | Biên Dịch và Thông Dịch | अनुवादन तथा व्याख्या | 口笔译服务 |  
Устный и письменный перевод | Turjumaad iyo Fasiraad | Письмовий і усний переклад | Traducere și  
interpretariat | Chiaku me Awewen Kapas | 翻訳または通訳 | ການແປພາສາ ຫຼື ການອະທິບາຍ |  
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## Mt. Hood Cable Regulatory Commission

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

May 11, 2023

*Delivered electronically via email*

Jessica Epley  
Vice President, Regulatory & External Affairs  
Ziplay Fiber  
135 Lake Street South, Suite 155  
Kirkland, WA 98033  
[jessica.epley@ziplay.com](mailto:jessica.epley@ziplay.com)

Re: Ziplay Cable Franchise Negotiation Extension

Dear Jessica:

This letter acknowledges the agreement between the MHCRC and Ziplay to extend the cable franchise negotiation period by two years. The negotiation extension ensures that community needs are addressed in the best interests of MHCRC Jurisdictions and the public.

The agreed upon negotiation extension anticipates the renewal process will conclude on May 1, 2025. This agreement does not preclude additional negotiation extensions if needed.

**Section 13** of the Ziplay Cable Franchise Agreements with Multnomah County and the cities of Fairview, Gresham, Portland, Troutdale, and Wood Village states:

- 13.1 The City and Grantee agree that any proceedings undertaken by the City that relate to the renewal of this Franchise shall be governed by and comply with the applicable provisions of Section 626 of the Communications Act, 47 U.S.C. § 546.

Until such time as the Jurisdiction exercises its rights under Section 13.1, the Grantee's rights and responsibilities within the Jurisdiction shall be controlled by the terms of this Franchise.

**Pursuant to section 13.1**, Ziplay's full rights and responsibilities within the Jurisdictions will continue to be controlled by the terms of the current Franchise Agreements until such time as the Jurisdictions exercise their rights identified in section 13.1.

Sincerely,

Carol Studenmund, Chair  
Mt. Hood Cable Regulatory Commission

Accepted by:

Jessica Epley, Vice President of Regulatory & External Affairs - Ziplay

