



Mt. Hood Cable Regulatory Commission

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

COVER SHEET – AGENDA ITEMS #R2

For Commission Meeting: March 18, 2024

“Community Technology Grant Agreements: 2024 Cycle”

Recommendation:

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

A. Outside the Frame	\$83,814
B. Northwest Documentary	\$47,968
C. Roots and Beats Project (Immutable Studio)	\$68,944
D. NAAME (Voices of Wisdom)	\$81,100
E. Wild Diversity	\$42,935

Background:

At its January meeting, the Commission selected 30 Pre-Applications to invite to apply for funding. Following the Commission’s decision, MHCRC staff began to engage all 30 applicants in a process to complete full grant applications and contracts. In follow-up to specific Commissioner comments at the January meeting, staff has collaborated with applicants to make suggested revisions to the pre-applications including clearly defining measurable outcomes and evaluation measures, expanding on programmatic details surrounding beneficiaries, and the development of a detailed project budget that would more clearly identify the matching resources necessary to successfully implement the project.

Two organizations (Torus, Portland Public Schools) have since withdrawn their applications from consideration in the 2024 Community Technology Grants Cycle.

MHCRC staff has reached agreement with five applicants on final grant agreements recommended for approval for a total amount of \$325,493 in grant funds.

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. Outside the Frame

Recommendation:

“Approve the Community Technology Grant Agreement with Outside the Frame for a total of \$83,814.”

Background:

Final Grant Request: \$83,814 (Pre-Application Grant Request: \$77,262)

Final Total Project Budget: \$232,352 (Pre-Application Total Project Budget: \$223,000)

Public Benefit Area: Reducing Disparities

Outside the Frame (OTF) seeks to continue upgrades to their equipment room inventory to include new camera kits that benefit advanced users in the Film Career program who are working on professional projects and participating in the organization’s Advanced Film Intensive Program. During two quarterly intensive training sessions with small cohorts (15), one alumni’s script is chosen to be produced at no cost to them and peers are hired to participate in its adaptation to film. Over the course of a few months, participants are trained on film making equipment and practice all film production roles including camera, audio, acting, and directing. In addition, OTF wishes to simultaneously upgrade their existing studio space with essential equipment, lighting, and audio gear, thereby eliminating the need to rely on gear loans, which will allow them to increase their production of contracted projects and in-house weekly programming. They will also create three new editing stations, increase their ability to manage their media and maintain necessary mobility requirements for the community-based content they are producing. Over the course of the project period, they will submit a minimum of 10 new films for cable distribution as well as enter films into regional film festivals.

Outside the Frame has received four grants from the MHCRC (2017, 2019, 2020, and 2023); all grant outcomes were met satisfactorily. The 2023 grant is expected to close in March 2024.

Attachment: Draft Community Technology Grant Agreement with Outside the Frame.

B. NW Documentary

Recommendation:

“Approve the Community Technology Grant Agreement NW Documentary for a total of \$47,968.”

Background:

Final Grant Request: \$47,968 (Pre-Application Grant Request: \$45,000)

Total Project Budget: \$126,968 (Pre-Application Total Project Budget: \$100,00)

Public Benefit Area: Improving Service Delivery

The “Upgrading Cameras to Support Immigrant Storytelling Project’s Live Storytelling Events” project seeks to improve NW Documentary’s eight-year collaboration with the Immigrant Story Project (ISP). NW Documentary works to produce films capturing the free community-based live storytelling events which highlight both storytelling and local immigrant musicians. The live events create opportunities for emerging filmmakers in the NW Documentary network to engage in experiential learning. NW Documentary seeks to upgrade their equipment to meet the needs to this important collaboration through the purchase of new camera systems. NW Documentary has a long-running show, the DIY Doc Show, broadcast on Open Signal. A minimum of 14 film recordings from these live events will be featured both in the current show and potentially broadcast as a special program. The newly purchased equipment would continue to serve the collaboration beyond the project period.

NW Documentary is a long-standing community partner of the MHCRC. Previous grants were awarded to the organization in 2014, 2016, 2018, and 2021. All grant outcomes were met satisfactorily.

Attachment: Draft Community Technology Grant Agreement with NW Documentary.

C. Roots and Beats Project* (Immutable Studio)

**As the fiscal sponsor, the grant contract will be with Roots and Beats Project in support of the Immutable Studio project.*

Recommendation:

“Approve the Community Technology Grant Agreement with Roots and Beats Project for a total of \$68,944.”

Background:

Final Grant Request: \$68,944 (Pre-Application Grant Request: \$57,149)

Final Total Project Budget: \$211,117 (Pre-Application Total Project Budget: \$161,598)

Public Benefit Area: Reducing Disparities

The “Immutable Studio” project seeks to showcase the talents of Portland’s BIPOC creative communities through a series of documentary videos highlighting musical talents and exploring the themes of ancestry, generational trauma, and spiritualism. Five team members will be

trained in the use of video and audio technology purchased with the grant funds. The team will meet regularly over a period of 18 months, capturing the lives and work of selected BIPOC artists and musicians. The resulting four-part docu-series will offer an intimate look into the artists' creative journeys and feature footage from an associated in-person showcase series of artists talks and performances; each part will be shared with the broader community via Open Signal. In addition, Immutable Studio will offer free public training sessions for interested BIPOC artists and collaborators to learn video and audio production technical skills. Ultimately, Immutable Studio seeks to provide a platform in which BIPOC artists are sharing their unique narratives and artistic visions and enriching the city's cultural diversity.

After staff consultation, the grant request was increased by \$11,795 to include key pieces of equipment (and increase the number of needed cameras) that were left out of the pre-application, and allow for storage and mobility of the newly purchased equipment.

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

D. NW Alliance for Alternative Media and Education (NAAME)* Voices of Wisdom

**As the fiscal sponsor, the grant contract will be with NAAME in support of the Voices of Wisdom project.*

Recommendation:

“Approve the Community Technology Grant Agreement with NAAME for a total of \$81,100.”

Background:

Final Grant Request: \$81,100 (Pre-Application Grant Request: \$80,000)

Final Total Project Budget: \$189,155 (Pre-Application Total Project Budget: \$104,000)

Public Benefit Area: Reducing Disparities

The “Voices of Wisdom” project seeks to serve up to 40 to 60 BIPOC and at-risk youth, aged 13-21, through a series of in-person summer workshops at Tryon Life Community Farm and Oxbow State Park, designed to increase self-confidence through creative expression. The workshops are modeled after Indigenous “talking circles” and will include small group sizes which allow for customizable high-impact emotional support of youth. Participants will receive technical skills training in audio and video equipment and practice self-expression through creation of their own music video or video storytelling pieces – based on student interest. Visiting educators will include local hip-hop musicians, Indigenous cultural artists, and environmental educators who will provide hands-on training and professional mentorship. At the end of the workshops, youth will showcase the videos directed by themselves. In addition, the staff and key volunteers of Voices of Wisdom will produce a series of professional, engaging and educational videos designed to be included in the workshops themselves and used as a future online resource with

associated facilitation guides for teachers. A minimum of 10 videos will be shared out with the community media centers.

NAAME (Voices of Wisdom project) received a grant from the MHCRC in 2021; all grant outcomes were met satisfactorily.

Attachment: Draft Community Technology Grant Agreement with NAAME.

D. Wild Diversity

Recommendation:

“Approve the Community Technology Grant Agreement with Wild Diversity for a total of \$42,935.”

Background:

Final Grant Request: \$42,935 (Pre-Application Grant Request: \$45,100)

Final Total Project Budget: \$85,923 (Pre-Application Total Project Budget: \$90,200)

Public Benefit Area: Reducing Disparities

The “Adventure Media” project seeks to upgrade video technology to allow for the creation of empowering videos and an expanded reach to both BIPOC and LGBTQ+ community members. Wild Diversity seeks to continue their Adventure Media project through funding from the MHCRC. The project is designed to showcase BIPOC joy and expertise in the outdoors. Each summer, Wild Diversity will hire three BIPOC young adults (under the age of 25) to create a minimum of six videos to be shared on the cable channels. Staff will receive initial training on the newly purchased video equipment prior to working directly with the program participants. Over the course of the summer months, the participants will work with trained staff to curate, direct, and edit the videos using the newly purchased equipment; specific topics will be determined by participants, but past program videos have focused on topics such as plant identification, tide pools, campsite cooking, swift water safety, and glamping. Ultimately, Wild Diversity wishes to bring to BIPOC and LGBTQ+ viewers a greater sense of place, and an understanding that the outdoors is a safe space for people who look like them and encourage them to expand their experiences in natural spaces.

Wild Diversity received a grant from the MHCRC in 2022. All grant outcomes were met satisfactorily.

Attachment: Draft Community Technology Grant Agreement with Wild Diversity.

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
March 06, 2024

GRANT AGREEMENT NO.

This Grant Agreement is between the Mt. Hood Cable Regulatory Commission (“COMMISSION”) and Outside the Frame (or “GRANTEE”) in an amount not to exceed \$83,814 to support the “Outside the Frame FY24-25” project.

RECITALS:

1. GRANTEE submitted a grant application for the FY 2023-24 Community Technology Grants Program competitive grants process and following COMMISSION review, was recommended for funding.
2. The COMMISSION now desires to award a grant to GRANTEE in an amount not to exceed \$83,814.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I – SCOPE OF WORK/OUTCOME MEASURES

GRANTEE agrees to implement the “Outside the Frame FY24-25” project as described in ATTACHMENT A: Scope of Work/Grant Application, which by this reference are incorporated herein and made a part hereof. GRANTEE shall not use the Grant funds for any purposes other than those set forth in Attachment A.

ARTICLE II – AGREEMENT PERIOD

This Agreement becomes effective on April 1, 2024, unless GRANTEE fails to sign and return the Agreement to the COMMISSION within thirty (30) days of COMMISSION action to approve the Agreement, in which event this Agreement shall be null and void. The term of this Agreement is through, and including, July 30, 2025, unless extended or earlier terminated under the terms of this Agreement.

ARTICLE III – SPECIFIC CONDITIONS OF THE GRANT

- A. **Publicity:** During the term of this Grant Agreement, GRANTEE shall use its best efforts to mention the COMMISSION’s grant funding in publicity regarding the program(s) that will be supported by the grant funds.

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

- B. **Records:** GRANTEE shall account for the Grant funds separately in its books of accounts. GRANTEE shall charge only Grant-related expenditures against Grant funds.

Grantee agrees to keep accurate and complete financial records that will enable the COMMISSION to easily determine the use of Grant funds and the allocation method of Matching Funds committed by GRANTEE and Project Partners in the Grant for the project for six (6) years after COMMISSION makes final grant payment, GRANTEE has made final report, or the termination date of this Agreement, whichever is later. GRANTEE shall provide COMMISSION prompt access to these records upon request and permit copying as COMMISSION may require.

- C. COMMISSION Grant Manager: COMMISSION hereby appoints Rana DeBey to act as its Project Manager with regard to this Agreement. COMMISSION may, from time to time, designate another person to act as the Commission Project Manager and will inform GRANTEE in writing of any change in Project Manager.

Attn: Rana DeBey, Project Manager:
Mt. Hood Cable Regulatory Commission
c/o City of Portland
Bureau of Planning & Sustainability
1810 SW 5th Ave, Suite 710
Portland, OR 97201
Email: rana.debey@portlandoregon.gov

- D. GRANTEE Project Manager: GRANTEE hereby appoints Nili Yosha to act as its Project Manager regarding this Agreement. GRANTEE may, from time to time, designate another person to act as the GRANTEE Project Manager and will inform COMMISSION in writing of any change in Project Manager.

Nili Yosha, Executive Director
Outside the Frame
800 NW 6th Ave, #335
Portland, OR 97209
(503) 200-7388
nili@otfpdx.org

- E. Payment: The COMMISSION Project Manager is authorized to approve work, billings, and invoices submitted pursuant to this grant and to carry out all other COMMISSION actions referred to herein in accordance with this Agreement.
- F. Reports: GRANTEE shall submit Interim Status Reports and a Final Status Report (collectively referred to as 'Report(s)') to the Project Manager using the COMMISSION's online grants management system. The Reports shall include both programmatic and financial information as established by the COMMISSION. For a Report to be acceptable to the Project Manager, the GRANTEE shall document and clearly describe the progress of the grant scope in accordance with the reporting schedule defined below.

Interim Status Reporting periods are April 1, 2024 through October 31, 2024; November 1, 2024 through March 31, 2025. Interim Status Reports are due within thirty (30) days of the end of each reporting period.

GRANTEE shall submit a Final Status Report no later than June 30, 2025.

Interim and Final Status Reports shall include an accurate and complete financial report of Grant fund and Matching fund expenditures. The Report shall include copies of receipts or other evidence of payment for actual grant funded capital costs incurred by GRANTEE related to the Grant. Reported expenses will be charged against the advanced funds and will be made after review and approval of the status reports.

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

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

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

ARTICLE IV -- PAYMENTS

- A. The amount of this grant award is \$83,814. Upon submission of an invoice from GRANTEE, and upon certification by the Project Manager that the invoice is in accordance with this Agreement, the COMMISSION shall disburse an advance payment to the Grantee in the amount of \$83,814, as specified in the invoice, within thirty (30) days after receipt of the invoice.
- B. GRANTEE shall submit the invoice online through the COMMISSION's online grants management system using the status report module, and shall be on GRANTEE's letterhead, signed and dated by an authorized representative of GRANTEE and addressed to "MHCRC c/o City of Portland." The invoice shall include an invoice number, the title of the Grant project and the total grant amount authorized by the Grant. If the Project Manager finds that the invoice is not in accordance with this Agreement, the Project Manager shall notify the GRANTEE of the reason(s) for the disallowance and non-payment.
- C. GRANTEE agrees to operate the program as described in the GRANTEE's grant application and to expend funds in accordance with the approved budget, unless the GRANTEE receives prior written approval from the COMMISSION'S Grant Manager to modify the program or the budget.

- D. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the COMMISSION may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the COMMISSION the amount improperly expended or received by GRANTEE.
- E. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- F. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the COMMISSION's payment of funds under this grant may be terminated, suspended or reduced.
- G. The majority of expenditures (a minimum of 90%) made from Grant funds for Grant project capital costs must be made at least sixty (60) days prior to the expiration of this Agreement.
- H. GRANTEE shall repay to the COMMISSION, thirty (30) days prior to the expiration date of this Agreement, any Grant funds that have not been expended for Grant purposes.
- I. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- J. Prevailing wages. State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for certain contracts that total \$50,000 and above. If GRANTEE's project is subject to the prevailing wage requirements, GRANTEE will comply with the prevailing wage requirements of ORS 279C.800 through 279C.870 and any other applicable prevailing wage requirements contained in ORS 279C, Oregon administrative rules, or Commission code.
- K. Prevailing wage indemnity. GRANTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COMMISSION, ITS EMPLOYEES, OFFICERS, AND AGENTS, FROM AND AGAINST ANY CLAIM, SUIT, OR ACTION, INCLUDING ADMINISTRATIVE ACTIONS, THAT ARISE OUT OF GRANTEE'S FAILURE TO COMPLY WITH ORS 279C.800 TO 279C.870 AND ANY APPLICABLE ADMINISTRATIVE RULES OR POLICIES.

ARTICLE V -- GENERAL GRANT PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from COMMISSION. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period,

GRANTEE shall commence cure within the thirty (30) days, notify COMMISSION of GRANTEE's steps for cure and estimated time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from COMMISSION for a reasonable extension of the cure period.

- B. No Payment or Further Services Authorized During Cure Period. During the cure period, COMMISSION is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require COMMISSION to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for COMMISSION. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30-day period unless a written extension of cure period is granted by COMMISSION. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of COMMISSION, become the property of COMMISSION; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, COMMISSION, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of Commission. COMMISSION and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, COMMISSION may, upon thirty (30) days written 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.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, COMMISSION's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to COMMISSION any unexpended grant funds received by GRANTEE.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase COMMISSION's financial risk. Increases to the grant amount must be approved by the COMMISSION unless the COMMISSION

delegated authority to amend the grant amount authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the COMMISSION's Attorney.

- H. Non-discrimination; Civil Rights. 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. Actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices, which state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this section in all other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

- I. Audit. COMMISSION, either directly or through a designated representative, may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time during this Agreement and during the six (6) year period established above in Article III.B. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to COMMISSION.

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

- J. Indemnification. GRANTEE shall hold harmless, defend, and indemnify COMMISSION, and its officers, agents and employees against all claims, demands, actions, and suits (including all costs) brought against any of them

arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement.

- K. 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 COMMISSION shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of COMMISSION.
- L. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of COMMISSION and are not eligible for any benefits through COMMISSION, 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.
- M. 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 COMMISSION and GRANTEE arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- N. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax-exempt status during this Agreement.
- O. Severability. COMMISSION and GRANTEE agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- P. No Other Obligations: GRANTEE acknowledges that, except for the Grant, the COMMISSION has no obligation to provide, and the COMMISSION has not led GRANTEE to believe in any way (whether expressly or by implication) that the COMMISSION will provide any additional or future assistance, financial or otherwise, either to GRANTEE or for the Grant project.
- Q. Merger. This Agreement contains the entire agreement between COMMISSION 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.
- R. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement and may only be enforced by the Parties.

- S. 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.
- T. NOTICE: Notices to Grantee under this Grant Agreement shall be sent to GRANTEE at the following address:

Nili Yosha, Executive Director
Outside the Frame
800 NW 6th Ave, #335
Portland, OR 97209
(503) 200-7388
nili@otfpdx.org

NOTICE: Notices to Grantor under this Grant Agreement shall be sent to COMMISSION at the following address:

Attn: Rana DeBey, Project Manager:
Mt. Hood Cable Regulatory Commission
c/o City of Portland
Bureau of Planning & Sustainability
1810 SW 5th Ave, Suite 710
Portland, OR 97201
Email: rana.debey@portlandoregon.gov

SIGNATURES:

COMMISSION

GRANTEE

Name: Julia DeGraw
Title: Chair,
Mt. Hood Cable
Regulatory Commission
(MHCRC)

Name: Nili Yosha
Title: Executive Director
Outside the Frame

Date: _____

Date: _____

APPROVED AS TO FORM:

Commission Attorney,
Mt. Hood Cable Regulatory
Commission (MHCRC)

25399 - Outside the Frame FY2024-2025

Application Details

Funding Opportunity: 25009-2024 Community Technology Grants
Funding Opportunity Due Date: Jun 30, 2024 8:09 AM
Program Area: Community Technology Grants
Status: Submitted
Stage: Final Application

Initial Submit Date: Feb 9, 2024 11:32 AM
Initially Submitted By: Nili Yosha
Last Submit Date: Feb 20, 2024 3:00 PM
Last Submitted By: Nili Yosha

Contact Information

Primary Contact Information

Active User*: Yes
Type: External User
Name: Ms. Nili Middle Name Yosha
Salutation First Name Last Name
Title: Executive Director
Email*: nili@otfpdx.org
Phone*: (503) 662-8344 Ext. Phone
###-###-####
Fax: ###-###-####

Organization Information

Status*: Approved
Organization Name*: Outside the Frame
Organization Type*: Non-Profit Entity
Tax Id:
Organization Website:
Address*: 4322 SE 28th Pl
Portland Oregon 97202
City State/Province Postal Code/Zip
Phone*: (503) 200-7388 Ext. Phone
###-###-####
Fax: ###-###-####

FY21-22 Final Application Project Narrative

Project Narrative

Total Grant Funds:	\$83,814.00
Total Match Funds:	\$148,538.00
Total Funds:	\$232,352.00
Proposed Technology:	Video production equipment
Public Benefit Area:	Reducing Disparities
Select which jurisdiction(s) your project will serve:	Portland, Unincorporated Multnomah County
Please select the size of your organization's total operating budget:	\$500,000 to \$1,000,000

In defining the project purpose, applicants must:

- Define a specific need or problem. This includes clearly defining the community or beneficiaries you intend to impact.
- Propose a credible solution and achievable means of addressing identified needs or problems. How will use of the technology address your identified public benefit area and serve your identified community or targeted beneficiaries?
- Describe how you plan to integrate DEI measures into your project, or alternatively, how your project is supported by DEI-focused work within your organization as a whole.

Project Purpose:

To quote Variety, the film industry's premiere magazine, "Many states offering film and TV incentives pay lip service to workforce development, but few take it as seriously as the Beaver State does. In 2018, it launched the Oregon Media Pathways program, which trains people from historically disadvantaged communities for entry-level production jobs. It schools them in a wide variety of skills, both technical and social, including how to read call sheets, walkie talkie lingo, production workflow, safety and general set etiquette. Then it goes a step further and not only connects them with potential employers but also reimburses the production company for their wages for a set period of time if they're hired. Oregon Film runs the Pathways program in partnership with several outside organizations, including IATSE and nonprofits such as the trade organization Oregon Media Production Assn. and Outside the Frame, which provides homeless and marginalized people aged 16-30 the tools to develop production skills and shoot their own films." -Todd Longwell, Fishing for Production, Variety Magazine, 1.26.2024

Across Oregon, 14,655 people of all ages are homeless, 35% of whom are based in Multnomah County where OTF has operated since 2009. Outside the Frame (OTF) is the only non-profit arts organization in the Portland Tri-County area that provides training in film and media for homeless youth, of whom 59% identify as BIPOC, 75% LGBTQ+, and 49% report disabilities. Trained to work in an industry notorious for its lack of diversity, program participants secure employment while breaking class barriers to housing, education, health, and well-being.

Last year, MHCRC supported the first phase of upgrades to the equipment room inventory, allowing OTF to build a tiered checkout system with dedicated kits for beginner-level projects. New kits will be added in 2024-2025 that benefit advanced users in the Film Career program who are working on professional projects and participating in the new Advanced Film Intensive program, piloted last year and incorporated as regular programming in 2024-2025. During these special intensive training sessions, one alum script is chosen to produce at no cost to them while their peers are paid to participate in its adaptation to film. Film Career participants will also be hired on commissioned film projects for Multnomah County and other government agencies and nonprofits.

Our model is to work deeply and effectively in small cohorts (capacity 15). Our programming allows for multifaceted development that keeps participants engaged with us over the years as they transition into housing, employment and educational opportunities. With continued funding and support, OTF will be able to continue to expand and replicate our successful programs.

Through the quarterly Film Intensives program, participants work as a team with professional filmmakers and peer mentors to create films about issues that matter to them. Courses are two to three weeks long and are facilitated by a visiting professional and OTF educator. Participants are trained on film making equipment and practice all film production roles including camera, audio, acting and directing. OTF provides and is responsible for all aspects of instruction, production and exhibition of the films. Participants finish the intensive with a stipend, an internship, a reference to add to their resume, a powerful and authentic film(s), and an invitation to continue working and developing skills.

Perks for alumni include paid positions on the OTF staff and leadership opportunities as active members of the team. OTF recently launched a small grant program for alums to support the creation of one new film per year. After surviving their experiences with homelessness, they are valued by our staff and their fellow cohort members for sharing their creativity, and for their determination to make their creative visions real.

We need to fortify our studio space with the essential equipment to function autonomously, eliminating the need to rely on gear loaned from external projects. This will allow us to produce contract projects and in-house weekly programming simultaneously and be able to deliver content from underrepresented communities regularly to the community media center channels. Each piece of technology is tailored to meet the needs of our diverse cohort of participants. Every component is chosen to facilitate seamless production workflows and ensure high-quality outputs while prioritizing versatility and ease of use, enabling individuals of varying skill levels to capture compelling visuals.

In alignment with our organization's mission to empower homeless youth through film making, we recognize the pivotal role of workforce development in fostering sustainable career pathways within the industry. Our Film Career Program provides advanced training, one-to-one mentorship from professionals in the field, access to professional gear, and paid work opportunities on film sets. OTF alumni have gone on to work in the Portland film industry, and return as paid mentors and crew members for our programs.

OTF's Model Educational & Vocational Program

- Combines instrumental support (technical training, food, paid work opportunities) with strong emotional support.
- Eases the transition to independent living with socialization in traditional settings and opportunities for increased responsibility, skills building and collaboration.
- Offers continued support and aftercare.

Our top goals and outcomes for the grant period include:

1) Increase the number of opportunities available for program participants to check out equipment by:

- Building new Production Assistant kits (4); 1st Assistant Camera kits (2); 2nd Assistant Camera kits (2); Digital Imaging Technician kits (2).
- Completing upgrades on studio lighting and audio gear.
- Creating 3 new editing stations.
- Enhancing media management and equipment checkout systems.

2) Expand outreach

- Submitting 10 new films to public access channels

- Entering 5 films to regional film festivals. We are feeling optimistic! This week we were informed that two of our films will compete in the Best of the NW Awards, and four films will be screened at Tag! Queer Shorts Festival in April 2024 at the Hollywood Theater.

3) Maintain mobility

A new vehicle is imperative to accommodate our expanding inventory of production gear, enabling us to meet the escalating demands of our rapidly growing production quality. By ensuring adequate transportation capacity for our equipment, we can continue to elevate the caliber of our film making endeavors and provide invaluable opportunities for homeless youth to develop their skills in a supportive and empowering environment.

During the grant period, we expect to produce 10 offsite film productions

Distribution:

OTF produces media for government, nonprofit, and educational entities, hiring program participants on all projects. Most films produced by OTF are submitted for airtime on Open Signal and Metro East Community Media public access channels. Since 2015, 55 OTF films have been shown through Open Signal over 3000 times. The typical show receives 5 airings, however because of the success of this long-standing relationship, OTF gets more air time on the curated channel (POP). Metro East channels provide a comparable amount of play.

Films will also be made accessible to the public during free community events, in ticket-based venues, and on the internet for free on Vimeo.

(This field has a character limit of 10,000)

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

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

Measurable Project Outcomes:

During the grant period OTF will:

- Train 30 Film Workforce participants. (ages 16-30)

- Submit 10 new films to public access channels

- Complete upgrades on studio and equipment check out kits.

(This field has a character limit of 1500)

How will you evaluate progress toward, and achievement of, the project's anticipated outcomes?

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

Evaluation Plan:

For the Film Career Program, we will measure the number of:

- Participants engaged in PA Trainings

- Equipment Training

- 1:1 Mentorship sessions

- Equipment Checkouts

- Successful placements on film jobs

- Number of recurring placements.

For a total of 30 unduplicated people. People may engage in multiple of the above.

Participants will fill out a post-survey after the PA Training (see supplemental materials section) to measure their level of technical skill and confidence.

OTF is currently in the process of compiling all interviews and surveys collected during past years into an archive to enable deep analysis of participant feedback. This process will allow a broad overview of personal impacts and inform future organizational planning and programming.

OTF uses [Airtable](#), a low-code platform to customize workflow, collaborate, and achieve ambitious outcomes related to evaluating the success

of its operations. Participation data and productivity outcomes are documented and used to inform staff and board on program efficacy and achievements.

Accolades such as unsolicited press mentions and community-based awards offer a testament to the high quality of OTF's film productions and their impacts. The organization was named "Best New Non-Profit" by the Portland Monthly in 2018 and received the Oregon Media Production Association's Commitment to Good Award in 2022. A 2023 cover of Reed Magazine touted OTF's role in empowering local youth who spend most of their nights on the streets, and in a January 2024 article in OBP, Novatore, an OTF Peer Mentor said, "I've seen people's lives change. I'm in this position of fulfilling something I didn't have in my past. It's rewarding."

(This field has a character limit of 2500)

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

Please list project partners as confirmed or unconfirmed.

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

Project Partners:

Multnomah County's Joint Office of Homeless Services - commissioned film projects - confirmed

[Natalie Arreola](#)

Program Specialist Senior

Joint Office of Homeless Services

Gladys McCoy Building

619 NW 6th Avenue,

Portland, OR 97209

P: 503.504.5179

E: natalie.arreola@multco.us

Oregon Film - Funding, placement of youth on film sets - confirmed

Contact:

Tim Williams

(he/him)

Executive Director

Oregon Film

(971) 254-4021

tim@oregonfilm.org

(This field has a character limit of 3000)

o

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

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

Technical Design:

Studio 342: The Canon R5c camera serves as a significant advancement from previous kits while maintaining user-friendly features. The LED light panels and tube lights will provide users with full creative control, thanks to their comprehensive RGB color spectrum and intuitive menu system. Rolling stands, Soft boxes, Floppies and Flag kits are means to control, diffuse, block and shape light. This set up will allow for the expansion of creative horizons our youth possess, fostering experimentation and artistic expression.

BergElectric will install track lighting which will facilitate greater control and uniform lighting in our main studio space.

Regular maintenance checks, software updates and hardware upgrades will ensure the longevity and sustainability of our technical infrastructure,

Workforce Development: We are creating an advanced equipment library to serve aspiring filmmakers with the tools they need to succeed in real-world production environments. This vision encompasses the creation of a dynamic and inclusive ecosystem where youth can seamlessly transition from our mentoring programs to professional film sets. This equipment library will help overcome the barriers posed by the prohibitive costs of production equipment, which often impede the entry of talented individuals into the industry. This resource will enable youth to capitalize on work opportunities that require workers to bring their own equipment as part of the job. Beyond technical skills, it instills a sense of responsibility and professionalism, while being set up for success, preparing youth for the competitive landscape of the film industry.

The equipment library will be stocked with 1st and 2nd Assistant Camera kits and Production Assistant kits solely for the youth to rent for these real-world productions. The Assistant Camera kits will encompass all necessary equipment for that specific role; follow focus pulling system, a monitor, batteries, a clapper board and other small miscellaneous items. The Production Assistant kit will include a rain suit, pens and notebooks.

Vehicle: A 2020 Toyota Sienna is versatile - It can seat up to 7 people and or transport large amounts of gear. Toyota is the most reliable of minivans and the newer model has all wheel drive - a necessity in the long and increasingly harsh Portland winters.

Media Management: Our technical infrastructure requires specific hardware investments to support our operations and facilitate in-house and remote technical support. High-capacity hard drives are essential for storing and managing the vast amount of media assets generated during film making projects. An iPad Pro serves as a versatile tool for on-the-go remote collaboration and project management.

Software: Comprehensive, specialized software stands as an indispensable support to our organizations whole functioning. The following facilitates the editing, collaboration, and video distribution processes: Adobe Creative Cloud offers a versatile array of editing, compositing, and visual effects tools, empowering creative visions to come to life. Davinci Resolve compliments the Adobe Suite with its robust color grading capabilities and integration with industry standard workflows. Cloud storage services such as Dropbox and Vimeo bring seamless collaboration and content sharing, enabling our youth to collaborate remotely and showcase their work to a global audience. SilverStack enhances production workflow by providing data management, ensuring media assets are handled with care throughout the editing process.

For streamlining project management from pre production to broadcast: Bitwarden for secure password management, AirTable for flexible project management and organization data collection, Splashtop for remote technical support, StudioBinder for streamlined production scheduling and management and Notion for comprehensive team collaboration and documentation. Our chosen plans include regular software updates, training sessions and proactive measures to safeguard against cybersecurity threats.

Wyzurd LLC will build out our database server to maintain system integrity and optimize workflows and train our Equipment Room Manager on industry standard best practices. Jon Woflhert will provide 40 hrs of training on equipment room best practices.

(This field has a character limit of 5000)

Proposed Project Start and End Date:

Projects may include timelines of up to 2 years.

Proposed Start Date (month/year): 4/1/2024

Proposed End Date (month/year): 6/31/2025

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

Implementation Plan:

April - Oct 2024

- Submit films for broadcast on channels (monthly)

-

Start and Complete Advanced Production intensive, producing 1 film and engaging 12 participants

- Produce 3 Contract Projects, hiring 6 participants
- Refer and place participants on film jobs (ongoing)
- Purchase EQ for youth kits, PA, 1st AC and 2nd AC Camera Kits, DIT kits
- Engage contractors to enhance media management and EQ checkout system
- Enter EQ into checkout system
- Provide two Advanced EQ Trainings on new gear
- Make new gear available for use
- Purchase studio gear
- Engage contractors to continue upgrades on studio lighting and audio
- Purchase gear for three editing stations
- Set up editing stations in the main classroom space and recording studio.

Oct 2024 - June 2025

- Submit films for broadcast on channels (monthly)
- Submit films to film festivals.
- Production Assistant Training for 15 people
- Advanced gear training on new equipment
- Refer and place participants on film jobs (ongoing)
- Complete studio upgrades
- Purchase production vehicle
- Evaluate new media management and EQ checkout protocols. Document, improve as needed, train stakeholders.

(This field has a character limit of 3000)

Supplemental Material Attachments

Description	File Name	Type	Size	Upload Date
Evaluative Data/Outcomes 2023	2023 Airtable Program Report to Staff.pdf	pdf	861 KB	02/20/2024 01:40 PM
Excerpt from Variety mentioning Outside the Frame	Variety_2024_OTFpg56_EXCERPTwCover.pdf	pdf	27 MB	02/20/2024 01:40 PM
Links to 2023/2024 Works Samples and Press	Video and Press Links 2023.pdf	pdf	103 KB	02/20/2024 01:40 PM
Organizational Chart 2024	OTF_OrgChart_2024.pdf	pdf	48 KB	02/20/2024 01:40 PM
Track lighting quote from BergElectric	quote 2.8.24 TRACK INSTALL 1.pdf	pdf	224 KB	02/20/2024 01:40 PM

FY20-21 Application Budget Correct

Budget Narrative

Budget Narrative:

MATCH

Personnel: Artistic Director (.2 FTE @ 94,000 annually), Culture & Programs Manager (.5 FTE @ \$65,100 annually), Peer Mentor Lead (.2 FTE @ \$50,232 annually), Film Workforce Manager (0.625 @ 61,152 annually), Equipment Room Manager (.8 FTE @ \$61,152 annually) x 12 months.

Total – \$148,538.00

GRANT FUNDS

Education and Training: Total – \$6000.

Hire contractor (Wyzurd LLC) to establish systems and train on media management, color grading and finishing; rate is \$100/ hr for 48 hours of training. Hire an Equipment Room Consultant @ \$30/hr to provide 40 hours of training on equipment room best practices.

Equipment: Total – \$36,014

Studio – One Canon EOS R5c @ \$3,599. Two LED Panels Z@ \$2,400 each. Four tub lights @ \$200 each. Three rolling stands @ \$250 each. Six soft boxes for lights @ \$320 each. Three Floppies @ \$200 each. Three Floppy cutters @ \$200. Three Scrims @ \$150 each. Three open edge flag kits @ \$450 each. Two End Jaw Vice Grips @ \$50 each. Two Mafer clamps @ \$50 each. Four V Flats @ \$50 each. Six C Stands @ \$251 each. Six Grip Arms @ \$33 each. Four Barn doors for tube light @ \$100. Four tub light stands \$50 each. Four Swivle Ball Joint Stands @ \$70 each. Ten Safety Cables @ \$14.70 each. One Studio Accessories @ \$2,000.

Server – Four 2.5" SSD for server @ \$80 each. One IronWolf SeaGate 10tb Drive for server (4 Pack) @ \$1,216.96. One IronWolf SeaGate 10tb Drive for server (2 Pack) @ \$609.98.

Gear for Film Career Checkout: Two Nucleus Focus @ \$700 each. Two Batteries @ \$50 each. Two monitors @ \$1,500 each. Two Clappers @ \$50 each. Two Tapes @ \$200 each. Four Rainsuits @ \$250 each. Miscellaneous equipment \$1,600.

Software: One year of Adobe software (12 liscences) @ \$2,508. Annual Airtable fees for equipment inventory tracking \$720. Bitwarden annual fees \$357. Annual Google Play fee \$20. IONOS fee \$20. Paddle.net fee @ \$96. P-Cloud fee @ \$100. Photostructure fee \$42. Splashtop fee \$139. Silverstack fee \$500. Squarespace fee \$276. Studiobinder fee \$400. WeTransfer @ \$120. Vimeo @ \$144. Zoom \$75. Notion \$300. Dropbox \$250. Miscellaneous software \$200.

Infrastructure: Total – \$41,300.

Track lighting and installation by BergElectric - \$13,000

Painting production studio to better reflect light – \$4,000

Film Production Van – 2020 Toyota Sienna all wheel drive – for adequate transportation capacity for film gear for our increasing amount of film productions. All production sites around the Portland MetroArea require transportation from studio site in order to create/produce video content - \$24,300.

Overhead: \$500 for general busines support

Line Item Budget

Cost Category	Grant Funds	Match Amount	Project Total
Personnel	\$0.00	\$148,538.00	\$148,538.00
Education and Training	\$6,000.00	\$0.00	\$6,000.00
Travel	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Equipment	\$36,014.00	\$0.00	\$36,014.00
Infrastructure/Facilities Construction	\$41,300.00	\$0.00	\$41,300.00
Miscellaneous	\$0.00	\$0.00	\$0.00
Overhead	\$500.00	\$0.00	\$500.00
Total	\$83,814.00	\$148,538.00	\$232,352.00

Signature Page

Final Application Signature

Signature of Duly Authorized Representative*:

Nili Yosha

Date*:

02/09/2024

Title*:

Artistic/Executive Director

Phone*:

503-477-8357

E-mail*:

nili@otfpx.org



2023 YTD Program Report for Staff

# of Youth Participants Year to Date 108	Total # Youth - All Years 703	Total # Youth All Years- Participating 3 days or more 199	# of Official Alumni - Completed and participated 3 of more days 61
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WEEKLY WORKSHOPS AND OPEN LABS

Weekly Workshops - # of Unique Youth 23	Weekly Workshop - # of Days 8	Open Lab - # of Unique Youth 66	Open Lab - # of Days 31
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[Click here to see Sign In Sheet details](#)

[Something Missing? Enter Sign In Sheets Here](#)

INTENSIVES

MLC Intensive - # of Unique Youth 7	MLC Intensive - # of Days 13	March Intensive - # of Unique Youth 13	March Intensive - # of Days 12
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May PSA Intensive - # of Unique Youth 8	May PSA Intensive - # of Days 7	PPS Intensive Music Videos - # of Unique Youth 7	PPS Intensive Music Videos - # of Days 10
---	---	--	---

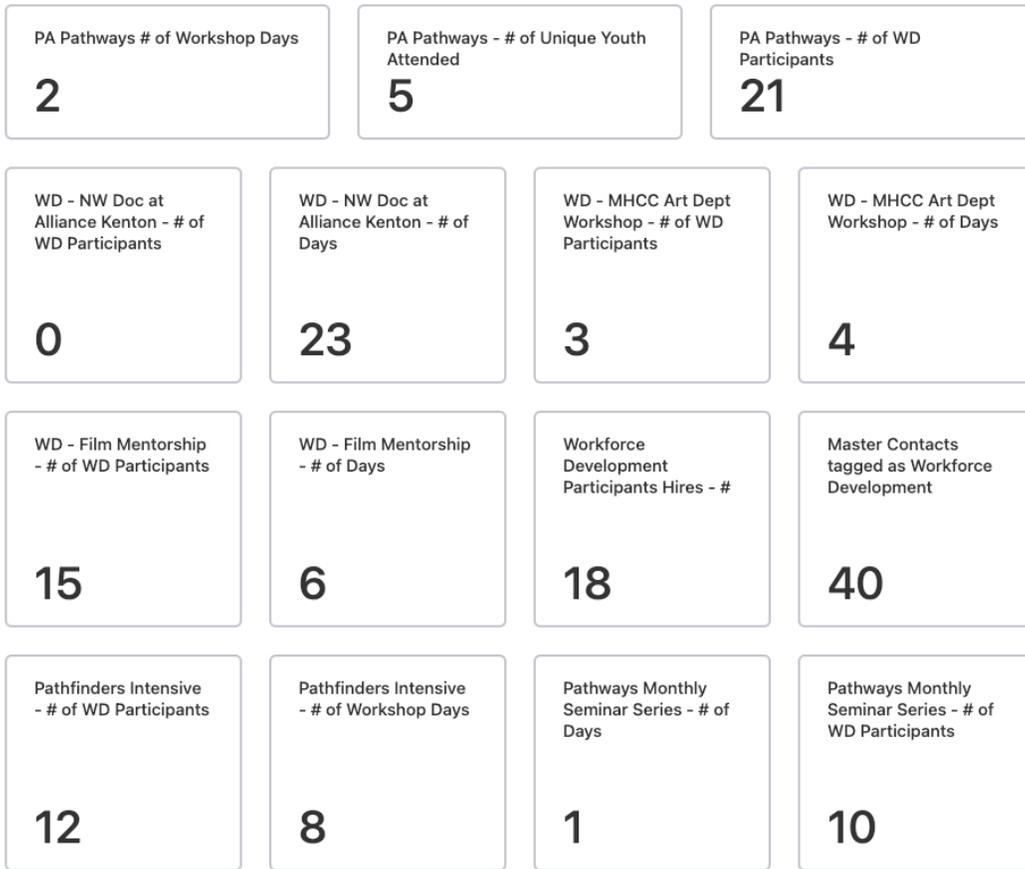
July Pathfinders Intensive - # of Unique Youth 12	July Pathfinders Intensive - # of WD Participants 12	July Pathfinders Intensive - # of Workshop Days 8
---	--	---

Fall Intensive - # of Unique Youth 10	Fall Intensive - # of WD Participants 11	Fall Intensive - # of Days 11
---	--	---

[Click here to see Sign in Sheet details](#)

[Something Missing? Enter Sign In Sheets Here](#)

WORKFORCE DEVELOPMENT

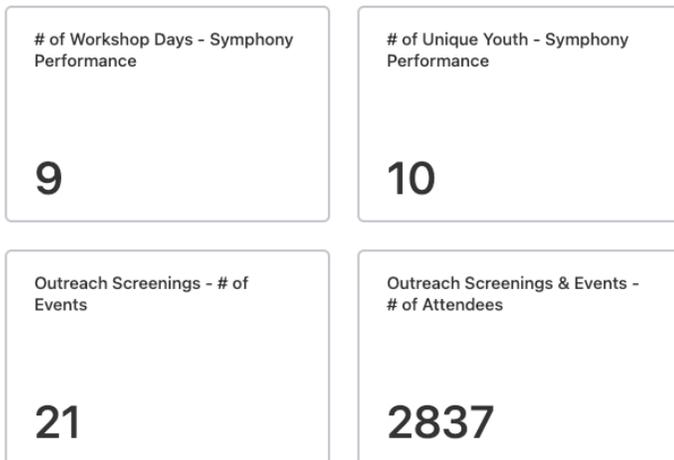


[Click here to see Sign in Sheet details](#)

[Enter WD Hire Here](#)

[Something Missing? Enter Sign In Sheets Here](#)

OUTREACH



Unique # of Peer Mentors (not on staff) participating in Screening/Outreach Events - 16

[Click here to see Screening details](#)

[Screening Missing? Enter Event Here](#)

FILM PROJECTS

[See details on Films Started](#)

[Enter new film here](#)

Films Started in 2023

13

Films Completed in 2023

21

[See details on Films Completed >](#)

[Update film status here >](#)

EQUIPMENT CHECKOUTS & TRAININGS

Equipment Checkouts
- Total Youth & Crew
Combined

18

Equipment Checkouts
by Youth Only

10

EQ Trainings - # of
Trainings

13

Equip Trainings - # of
Youth Participating

78

[See details in EQ Base >](#)

[See details of EQ Trainings >](#)

[Enter new checkouts here >](#)

[Enter equipment trainings here >](#)

REFERRALS & HIRES

Youth Referrals & Hires - Total #

1

Workforce Development Participant Hired -
Total #

18

[See Youth Referral & Hire Details >](#)

[See WD Hired Details >](#)

[Enter Youth Referral or Hire here >](#)

[Enter WD Hire here >](#)

CONTRACTS & YOUTHS PAID FOR CONTRACT WORK

Number of Contracts - 1

Number of youth paid for work - 1

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VARIETY



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KILLERS OF THE
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RESTRICTED
VIOLENCE, SOME
GROSS IMAGES,
AND LANGUAGE.


Original Films



Fishing for Production

Oregon's broad spectrum of programs and facilities are baiting more film and TV projects

• By Todd Longwell

A production coming to Oregon with an in-state spend of \$1 million dollars or more doesn't have to hire locally to qualify for the state's incentive program, but it's still likely to be staffed largely by Oregonians.

"Over the last eight or nine years, in excess of 85% of the crews on larger movies have been locals," says Tim Williams, exec director of Oregon Film, aka the Oregon Governor's Office of Film & Television.

"We have young members coming in all the time and a lot of them came in within the last few years," says Portland-based Sierra Bay Robinson, a veteran costume designer who now works full-

time as the southern business agent for IATSE Local 488. But she says it's hard to accurately measure the increase in membership for Oregon alone, since Local 488's jurisdiction includes three other states (Washington, Montana and northern Idaho).

Many states offering film and TV incentives pay lip service to workforce development, but few take it as seriously as the Beaver State does. In 2018, it launched the Oregon Media Pathways program, which trains people from historically disadvantaged communities for entry-level production jobs. It schools them in a wide variety of skills, both tech-

nical and social, including how to read call sheets, walkie talkie lingo, production workflow, safety and general set etiquette. Then it goes a step further and not only connects them with potential employers, but also reimburses the production company for their wages for a set period of time if they're hired.

Oregon Film runs the Pathways program in partnership with several outside organizations, including IATSE and nonprofits such as the trade organization Oregon Media Production Assn. and Outside the Frame, which provides homeless and marginalized people aged 16-30 the tools

↑ Nathan Fielder shot his HBO series, "The Rehearsal," at Vision Stages in Troutdale.

to develop production skills and shoot their own films.

"When the program started out, it was really just focused on feature films," says Outside the Frame film career coordinator Maria Moreno. "But now we have expanded into placing folks on the commercial side, because advertising is a really big part of the industry here."

In November 2022, the state legislature passed a bill to create the new creative opportunity program. It gives Oregon Film \$375,000 annually to help fund preexisting initiatives, including Pathways, Outside the Frame, the Outdoor Adventure Film grant, the Tell Your Story grant and partnership programs such as CINE/SEEN, the BIPOC filmmaker grant and OMPA's creatives of color networking events, as well as new programs and partnerships with groups such as Desert Island Studios, Lion Speaks and the film programs at Southern Oregon U. and the Portland Art Museum Center for an Untold Tomorrow.

Oregon also has a growing physical infrastructure, including a wealth of big equipment rental houses such as Pacific Grip and Lighting, Gearhead Production Rentals and Koerner Camera, the latter of which stocks the latest high-end digital cinema cameras and lenses. But it's not exactly rich with soundstage facilities, and the ones it has tend to be on the small side, like Picture This Production Services and Stage and Coach Sarge Cine, which each have two stages, the biggest being Coach's 4,500 square foot stage. Currently, its largest facility is Vision Stages, in Troutdale, six miles east of Portland, which has four stages totaling 36,000 square feet of soundstage space, including a 13,000 square foot stage with 22-foot ceilings. Opened by location manager Dan Eason in 2021, it scored a coup when it hosted Nathan Fielder's HBO series "The Rehearsal."

"For a long time, we've had many different converted warehouses for soundstages," says Williams. "What we don't have is a purpose-built soundstage, and we're actively working to figure out how to do that." 🎬



**TRAINING HOMELESS AND MARGINALIZED YOUTH
TO BE THE DIRECTORS OF THEIR OWN FILMS AND LIVES**

Work Samples & Acknowledgements 2023-2024

Films:

- Portfolio:
<https://vimeo.com/showcase/10113956>
- *In the Grey Wild*: OTF's 2023 Gala films:
<https://vimeo.com/showcase/10810653>

Press:

- "[Fishing for Production](#)" [Oregons' broad spectrum of programs....](#), Variety Magazine, Jan 26, 2024, pg 56
- "[Unhoused young adults in Oregon count on each other for support amid limited services](#)", OPB, Feb 9, 2024
- "[Changing the Lens](#)", Reed College Magazine (cover story), Jan 2023
- OTF participants comprised the entire panel on "[Kids Speak Out: Homelessness](#)," busting myths on primetime tv on KOIN 6.
- OTF's film intensives was the subject of a two part story that aired on KPTV in August. "[Portland Org Teaches Filmmaking to Homeless Youth](#)"
- "[Blame it on Art.](#)" Oregon Arts Watch, Sept 2023.
- OTF alumni testifying to [Multnomah County Commissioners](#), min 2:40 - 8:40.
- "[FOX 12 Now interviews youth and OTF's Executive Director prior to 2023 Gala screening.](#)"

Outside the Frame | 800 NW 6th Ave., #335, Portland, OR 97209 | outsidetheframe.org | @OTFPDX



Organization Chart 2024

BOARD OF DIRECTORS

Juliana Wallace, LCSW
President

Lydia Crumbley, CPA
Treasurer

Suresh Srinivas
Member

John Duke, MBA
Secretary

Cameran Murphy
*NEW Member

Nili Yosha
Artistic & Executive Director

Erin Yanke
Operations
Manager

Vanessa Dominguez
Finance and Admin Director

promoted from Bookkeeper

Nili Yosha
Development Director

Devon Riley
Culture & Programs Director

promoted from Manager

**Human Resources Consultant

Felecia Carlisle
Grant Writer

**Marketing
Consultant

** in conversation
with Laken
Creative

Maria Moreno*
Film Career
Program
Manager

*promoted from
Coordinator

Makayla Caldwell*
Equipment Room
Manager &
Contract Project
Lead

new

Joey Wander*
Mentorship &
Social Services
Liaison

*promoted from
Peer Mentor Lead*

*New Member

New Position - Filled

Program Alum*

**New Position - Vacant

Vincent Romero*
*Marketing
Intern*

Film Crew & Instructors (Various)

Post Production Vendors

Jon Meyer, Editing
Th3rd Sound, Audio Engineering
Wyzurd LLC, Media Management,
Color
Correction
Storyminders, Captions

Marci Novatore*
Peer Mentor

V*
Peer Mentor



SERVICE PROPOSAL

Bergelectric Corp.
13650 NE Whitaker Way
Portland, Oregon 97230
Tel: 503.255.1818
E-mail: cbonfield@bergelectric.com

Invoice Status
File # 10660
Job date: Feb. 08, 2024
Customer PO #:
Resource:
Page number: 1

Billing address:

Site address:

Outside The Frame
Attn: Nili Yosha
800 NW 6th Avenue Union Station UNIT 335
Portland, Oregon 97209
Tel: 503.200.7388

Outside The Frame
Attn: Nili Yosha
800 NW 6th Avenue Union Station UNI
Portland, Oregon 97209

Work Description

We take pleasure in submitting the following proposal in accordance with the instructions, drawings and specifications provided and listed herein, subject to contract terms and conditions below:

Description of Work:

Provide Track lighting installation at OTF space per OTF Lighting Plan Diagram dated 3.10.2023.

Bergelectric to provide Certificate of Insurance indicating OTF (tenant) and City of Portland (Landlord) as additional insured per city requirements.

Documents:

Attached jobwalk markup

Clarifications:

- Upon cancelation of this agreement for any reason, it is understood and agreed that the Electrical Contractor shall be reimbursed for all costs incurred plus markup and profit, through the date of cancellation.
- Proposal is based on a concurrent construction schedule with no delays.
- This proposal assumes that we will have access to the site during normal business hours.
- Standard lead-times apply; no expediting of manufacturing or delivery included in the above pricing.
- Pricing is based on Bergelectric having control of design as it relates to maintaining the price above.
- This bid assumes that sufficient distribution equipment is existing for this project and the equipment can accept all the added electrical demand. The existing electrical equipment shall be confirmed to be in good working order prior to commencing with the electrical scope of work. Any alterations required to allow the installation or upgrading to the existing electrical service/equipment is not included in the above pricing.
- This bid assumes that the building facility manager shall place the critical building systems into bypass/test mode as needed to perform our scope/testing/commissioning.
- This proposal presupposes that Bergelectric shall utilize the existing infrastructure/support system.
- This bid is based upon use of industry standard code approved materials and methods.
- Removal of existing fixtures may result in the need for patching and / or painting of substrate - this scope is excluded.
- Proposal includes a 1-year warranty.

Exclusions:

- Any additional electrical work not shown on plan sheets noted above.
- Working on energized electrical equipment, fixtures, and devices.



Bergelectric Corp.
 13650 NE Whitaker Way
 Portland, Oregon 97230

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- Liquidated damages.
- Premium time labor.
- Commissioning.
- Noise permits.
- Patching and painting.
- Work required to bring existing conditions into current code compliance.
- Costs for personnel protection from asbestos.
- Costs for removal and disposal of hazardous material.

Summary	Total (\$)
Subtotal	13,438.00
Total	\$13,438.00

Terms

Our price is valid for 30 days and subject to changes any time thereafter.

This Service Proposal (Proposal) is effective as of the acceptance date on the Proposal, between Bergelectric Corp. (herein after called as Electrical Contractor, we, our) and the above named Customer who hereby agree that all Work specified on the Proposal shall be performed by the Electrical Contractor in accordance with all provisions of this Proposal.

This Proposal embodies the entire agreement between Electrical Contractor and Customer and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not set forth herein.

1. This Proposal is in accordance with our understanding of the requirements of the project and from verbal information which we received from the Customer, or its agent, and if written plans and specifications are furnished by Customer, the Electrical Contractor's interpretation of them. The Electrical Contractor assumes no responsibility as to the accuracy of such plans and specifications. It is further understood and agreed that the Proposal does not include any labor or materials not specifically mentioned herein. Unless otherwise provided in the plans and specifications, the Electrical Contractor shall have the right to select all materials. When specified materials are unavailable, the Electrical Contractor shall have the right to substitute for such specified materials other materials of equal or better quality. On remodeling or relocation jobs, the Electrical Contractor shall have the right to use any existing materials if suitable and to keep any materials that have been replaced by new materials.
2. Unless otherwise specified, Electrical Contractor shall submit its invoice for 100% of the Proposal amount upon completion of the Work and the Customer shall pay such invoice, due upon its receipt. Where Work continues beyond a period of 30 days, or is delayed for reasons beyond the control of the Electrical Contractor, monthly progress payments shall be paid in an amount corresponding to the completion percentage of the Work. The Electrical Contractor shall not be required to proceed with the Work if the payments applying on same have not been made as specified in the Proposal. In the event suit is filed by the Electrical Contractor to collect any monies due hereunder or to enforce any other provisions of the Proposal, the Customer agrees to pay all costs, and the attorney's fees incurred, together with interest on all unpaid balance at the rate of 10% per annum.
3. If the Customer's additions, alterations, rescheduling, acceleration to all or any part of the Work directly or indirectly causes an increase in the cost of or in the time required to perform any part of the Work, an equitable adjustment shall be made to price or time of performance, or both, and Customer shall be charged for on a Time and Material basis in accordance with the current prices shown in the Trade Service Price Book, or similar locally recognized standard in effect at time of billing. If any additions to the Proposal are ordered, the amount to be paid for the same shall be determined by the Customer and the Electrical Contractor at the time that they are ordered, and if they do not agree upon an amount to be paid, then the Customer shall pay a reasonable price therefor. The Electrical Contractor shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such additions or changes. However, if such written orders are not received this shall not affect the right of the Electrical Contractor to receive payment as outlined above for said additional labor and materials so furnished. Payments for changes shall be made as per the payment terms of this Proposal.
4. This Proposal is valid only within the period specified. Electrical Contractor reserves the right to change any and all terms and conditions, including pricing, upon the expiry of validity period.
5. It is a condition of this Proposal that all materials or devices, which are supplied by the Electrical Contractor for installation, will be of a type that is approved for the purpose. It is further stipulated that the Customer will assume the same responsibility for any material or equipment not furnished by the Electrical Contractor, including the adequacy and approval of all existing services, feeders, panels, control devices, or other facilities which are to be utilized in this installation, and the Customer will assume responsibility for any changes in connection therewith which may be required by inspection authorities, or for any other reason, unless otherwise specifically set forth in this Proposal.
6. Any plans, specifications, drawings, or engineering data furnished by the Electrical Contractor to Customer in trust for determining the scope of the work to be performed and shall remain the property of the Electrical Contractor. They shall be immediately returned to the Electrical Contractor in the event he is not awarded to perform such work. If such plans, specifications, or other data are used for the purpose of obtaining other bids or in connection with the installation, the Customer shall pay the Electrical Contractor for all expense in preparing such plans or other data on an engineering fee basis.
7. Electrical Contractor hereby guarantees to the Owner of the location, for a period of one (1) year from date, that the electrical work performed under said contract was performed in a workman like manner and that the electrical material purchased and installed by BERGELECTRIC CORP thereunder was, when installed, free of inherent manufacturing or mechanical defects, all to the extent and on the conditions herein specifically set forth, that is:
 Electrical Contractor shall replace, without cost or charge to the Owner for either labor or materials, such individual parts of electrical material or apparatus installed under said contract as may become defective or unserviceable within the period of the guarantee by reason of any failure of BERGELECTRIC CORP in performing the electrical work in a workman like manner or by reason of inherent manufacturing or mechanical defect in any electrical material or apparatus purchased and installed by the undersigned; provided:
 a. The Owner notifies the Contractor, in writing, of any failure or default within ten (10) days of the date such failure or default has become apparent.
 b. There shall be no responsibility on BERGELECTRIC CORP to replace light bulbs or globes;
 c. No person, firm or corporation other than BERGELECTRIC CORP has, during or since the completion of the work performed or attempted to perform any of the electrical work included in said contract or repaired or attempted to repair any of the electrical work performed by BERGELECTRIC CORP thereunder;
 d. The defect or failure was not caused or affected by the improper use or operation of the electrical facilities installed under said contract
8. To the fullest extent permitted by law, and not withstanding any other provision of this Proposal, the total liability, in the aggregate, of the Electrical Contractor, to the Customer and anyone claiming by or through the Customer, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and



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Terms

costs of any nature whatsoever or claims expenses resulting from or in any way related to the Work or the Proposal from any cause or causes shall not exceed the limits, obligations or coverage of the Electrical Contractors Insurance. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Worker's Compensation, General Liability and Automobile Liability Insurance are carried by the Electrical Contractor and certificates will be delivered upon request. Customer will carry insurance at full value covering Building (Special Form), Personal Property and all other property to which the services may apply, which may include Electronic Data Processing Equipment, Boiler and Machinery or Equipment Breakdown insurance. Customer will provide Certificates evidencing such coverage upon Contractor's request.

9. Unless otherwise provided herein, the amount of any present or future sales or other tax, Federal, State or City, which we now, or hereafter shall be required to pay, either on our own behalf or on behalf of the Customer, or otherwise, with respect to any labor or material covered by this Proposal shall be added to the prices quoted herein and paid by the Customer in the same manner and with the same effect as if originally added hereto.

10. If the Customer shall enter into a sale or shall sell all or any part of the premises herein involved, the full amount remaining unpaid on this Proposal becomes due and payable immediately and prior to such sale or agreement of sale. Title to any of the material sold or installed hereunder by the Electrical Contractor shall remain in the Electrical Contractor until all the terms hereof have been complied with, and in the event such materials are affixed in place, it is expressly understood and agreed that they shall remain personal property subject to removal by the Electrical Contractor. The owner, buyer, and Customer hereby waives any and all claims for damage to said property caused by the removal of said materials or any part thereof.

11. Proposal amount has been determined on the basis of straight time and normal work week. No overtime will be worked unless ordered by Customer or his representative in writing. In the event overtime is worked, the overtime premium rates plus Electrical Contractor's regular mark-up for overhead and profit will be paid as an extra.

12. Upon cancellation of this agreement for any reason, it is understood and agreed that the Electrical Contractor shall be reimbursed for all costs incurred plus markup and profit, through the date of cancellation.

Rep. Name: _____
Date: _____
Signature: _____
I hereby propose the scope of work described above. This proposal may be withdrawn by us if not accepted within 30 days.

Client Name: _____
Date: _____
Signature: _____
Acceptance of Proposal as Contract: The above prices and noted conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.