

**GRANT AGREEMENT FOR PORTLAND COMMUNITY MEDIA SMART ACCESS™  
GRANT AGREEMENT NO.**

Exhibit A

This is Grant Agreement between the CITY OF PORTLAND, OREGON (“CITY” OR “GRANTOR”) and Portland Community Media (“GRANTEE”) in an amount not to exceed \$3,000.

**RECITALS:**

The Office of Neighborhood Involvement (ONI) with the City of Portland is establishing a relationship between the Portland Community Media/SmartAccess™ Centers Program (PCM) to implement a SmartAccess™ multimedia training program. ONI seeks to build the capacity of its community partner organizations to utilize social media and video production resources for documenting ONI funded program performance and telling the story of their program successes. These partner organizations include the seven neighborhood District Coalitions, 95 neighborhood associations, six Diversity and Civic Leadership program organizations (Urban League, Latino Network, Immigrant Refugee Community Organization (IRCO), Native American Youth and Family Center, and Verde), Elders in Action, and Resolutions NW.

Portland Community Media’s multimedia education program provides training, tools, and support that enable community members to conceive and create digital media, produce programs for public access distribution, and to examine media critically. The program serves nonprofit organizations, educational institutions, government agencies and businesses, and provides access to cable channels at no cost. **SmartAccess™** is an approach to community outreach intended to serve the technology and multimedia needs of underserved and under-supported individuals, groups and communities. This new PCM program has been funded, in part, by the Mt. Hood Regulatory Cable Commission.

**Goals of the Project and Partnership**

The primary benefit of SmartAccess™ is to reduce disparities amongst individuals and groups, who may not have utilized community media or have had barriers to utilizing community media. SmartAccess™ will improve delivery of community media services that meet the needs of Portland’s changing demographics, economy and growing communities, specifically those identified as the target audiences for this project.

The Office of Neighborhood Involvement, their contractors and community partners are uniquely suited to conduct outreach and engagement of the demographically diverse participants in the neighborhood associations, business district associations and community-based organizations within the City of Portland, with specific outreach to the ethnic and cultural communities.

**AGREED:**

**I. ACTIONS TO BE TAKEN BY GRANTEE**

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the

following actions and/or spend grant funds in the following way:

- The Office of Neighborhood Involvement will operate as a SmartAccess™ Center by co-hosting multi-media training at various partner sites for community members, constituents and organizational members in their geographic target areas. For FY 2009-10 those sites include Central NE Neighbors, Southwest Neighborhoods, Inc., and ONI.
- Portland Community Media will provide trainers, curriculum, materials and equipment to support the training and will deliver digital production equipment to the SmartAccess™ Centers. Space and site-specific facilities will be provided by the Office of Neighborhood Involvement and their partners. Training workshops will include project-based field production, post-production and customized classes to meet the community's needs. A minimum of 123 hours of trainings will include:
  - Smart Access Orientation [2 hrs ea. X 3 sites]
  - Digital Storytelling, Sharing Our Community's Stories [8 pr/class X 18 hrs. ea. X 3 sites]
  - Producing Multimedia for Your Community [8 pr/class X 18 hrs ea. X 3 sites]
  - DIY Video: Using Your Camcorder to Produce and Share Videos [10 pr/class X 2 hrs X 3 sites]
  - Social Networking: Using Facebook to Promote Your Group [10 pr/class X 2 hrs X 3 sites]
  - Social Media: Getting Your Videos on the Web [10 pr/class X 2 hrs X 3 sites]
- Develop curriculum for Digital Welcome Packets for NA's and BDA's for possible workshop in FY 2010-11.
- Portland Community Media and the Office of Neighborhood Involvement agree to provide on-going support for community members who have taken multimedia training, according to the provisions in the attached Memorandum of Agreement.
- Portland Community Media and the Office of Neighborhood Involvement agree to provide ongoing support for marketing and recruiting for multimedia workshops at the SmartAccess™ Center.
- Portland Community Media will also provide basic support in developing multimedia strategies for the Office of Neighborhood Involvement as a SmartAccess™ partner to increase their organizational capacity to implement and incorporate new media as part of their overall communications and outreach practices.

## II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: Grantee shall mention ONI is a partner in its promotional materials for the workshops.
- B. Records: Grantee will maintain all records for the program, including agreements

with host sites, registration and payment of workshop participants, curriculum and handouts, equipment checkout, video files produced as part of workshops.

All records regarding the program, as well as general organizational and administrative information, will be made available to the Grant Manager, or other designated persons, upon request.

- C. Grant Manager: The Grant Manager for this grant is Brian Hoop, Manager, Neighborhood Resource Center, ONI.
- D. Amendment. The Grant Manager is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. Reports: Grantee will submit to the Grant Manager a mid-year report by August 31, 2010 and a final report at the conclusion of the project by February 26, 2011. The Report will include:
  1. A final cost accounting of expenditures under this grant agreement. If GRANTEE received funds in advance which exceed actual expenditures under this agreement, all such funds shall remain property of the City and shall be returned to the City with the final cost accounting.
  2. Participation tally (or dated meeting sign-in attendance sheets) and demographic evaluation;
  3. Evaluations collected at workshops;
  4. PCM's evaluation of design and delivery of training, recruitment and supervision of trainers, overall project administration, delivery of production equipment and technical support;
  5. CNN and SWNI's evaluation of their participation as host sites; and,
  6. PCM's recommendations for next steps for project development.

### III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$3,000 upon execution of this grant agreement and receipt of invoice.
- B. GRANTEE shall provide to the City within twenty-one (21) days following the end of the City's fiscal year a full annual cost accounting, including:

1. an itemization of expenditures;
  2. full ledger detail for the contract period.
- C. 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 CITY 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 CITY the amount improperly expended or received by GRANTEE.
- D. No Grant payments under this Agreement may be used only for to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- E. 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.
- F. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.

#### **GENERAL GRANT PROVISIONS**

- G. **TERMINATION FOR CAUSE.** If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.
  2. During the 30 day period, GRANTEE shall not spend unused grant funds.
  3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- H. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice,

terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant 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.

- I. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- J. **NON-DISCRIMINATION.** In carrying out activities under this Grant 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 insure 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, 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 provided by the CITY setting for 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, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.
- K. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- L. **MAINTENANCE OF RECORDS.** GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.
- M. **AUDIT.** The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. 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.
- N. **INDEMNIFICATION.** GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims,

demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.

O. WORKERS' COMPENSATION INSURANCE.

1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's 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 further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
2. In the event GRANTEE's worker's 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, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance a renewals of said insurance occur.

P. LIABILITY INSURANCE.

1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. 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 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.
2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing


the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

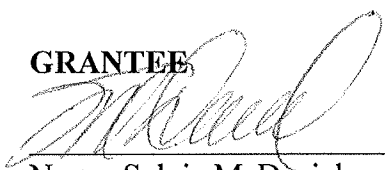
- Q. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- R. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- S. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- T. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- U. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- V. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any Grantee receiving \$300,000 or more in CITY funding, in any program year, is required to obtain an independent audit of the CITY-funded program(s). Any Grantee receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of their completion.


- W. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- X. INTEGRATION. This agreement contains the entire agreement between the 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 Grant that are not contained herein.
- Y. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

**IV. TERM OF GRANT**

The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall begin January 1, 2010 and terminate as of December 31, 2010.

**CITY OF PORTLAND**  
  
 Name: Amalia Alarcon de Morris  
 Title: Director, Office of Neighborhood Involvement  
 Date: 2/18/10

**GRANTEE**  
  
 Name: Sylvia McDaniel  
 Title: CEO, Portland Community Media  
 Date: 2/18/2010

**APPROVED AS TO FORM:**  
**APPROVED AS TO FORM**  
  
 Linda Meng, City Attorney  
 CITY ATTORNEY



## Memorandum of Agreement

### Portland Community Media – Office of Neighborhood Involvement, City of Portland

This is a memorandum of agreement that establishes the relationship between Portland Community Media/SmartAccess™ Centers Program (PCM) and the Office of Neighborhood Involvement (ONI) with the City of Portland, detailing the roles and responsibilities of each party during the delivery of the SmartAccess™ multimedia training program. This memorandum of agreement is in addition the information agreed as part of the ongoing project planning and operational documents that will be developed, utilizing these provisions as a guideline for activities and subsequent processes incorporated to implement the SmartAccess™ program goals.

### Overview

Portland Community Media's multimedia education program provides training, tools, and support that enable community members to conceive and create digital media, produce programs for public access distribution, and to examine media critically. The program serves nonprofit organizations, educational institutions, government agencies and businesses, and provides access to cable channels at no cost.

**SmartAccess™** is an approach to community outreach intended to serve the technology and multimedia needs of underserved and under-supported individuals, groups and communities.

### Goals & Objectives of the Project and Partnership:

The primary benefit of SmartAccess™ is to reduce disparities amongst individuals and groups, who may not have utilized community media or have had barriers to utilizing community media. SmartAccess™ will improve delivery of community media services that meet the needs of Portland's changing demographics, economy and growing communities, specifically those identified as the target audiences for this project.

The Office of Neighborhood Involvement and their partners, is uniquely suited to conduct outreach and engagement of the demographically diverse participants in the neighborhood associations, business district associations and community-based organizations within the City of Portland, with specific outreach to the ethnic and cultural communities.

### Activities of the Program

- The Office of Neighborhood Involvement will operate as a SmartAccess™ Center by co-hosting multimedia training at various partner sites for community members, constituents and organizational members in their geographic target areas. Training workshops will include project-based field production, post-production and customized classes to meet the community's needs.
- Portland Community Media will provide trainers, curriculum, materials and equipment to support the training and will deliver digital production equipment to the SmartAccess™ Center. Space and site-specific facilities will be provided by the Office of Neighborhood Involvement and their partners.
- Portland Community Media and the Office of Neighborhood Involvement agree to provide on-going support for community members who have taken multimedia training, according to the provisions in this agreement.

- Portland Community Media and the Office of Neighborhood Involvement agree to provide ongoing support for marketing and recruiting for multimedia workshops at the SmartAccess™ Center.
- Portland Community Media will also provide basic support in developing multimedia strategies for the Office of Neighborhood Involvement as a SmartAccess™ partner to increase their organizational capacity to implement and incorporate new media as part of their overall communications and outreach practices.

## **Terms and conditions of the agreement**

### **Obligations**

The parties must provide the services of the SmartAccess™ Program with reasonable diligence, competency and in keeping with this agreement.

- Both parties agree to complete the project within the agreed timescale to the best of their abilities.
- Both parties are committed to attending all necessary planning, review and evaluation meetings as part of the SmartAccess™ Program.
- Both parties agree to adhere to their own legal and appropriate operating guidelines, bylaws, practices and protocols in implementation of the SmartAccess™ Program.

**The term of this agreement will cover the period of January 1, 2010 through December 31, 2010 and will be eligible for renewal on an annual basis.**

### **Intellectual property**

Both parties agree to work within the guidelines of intellectual property ownership of content produced by and for community producers or SmartAccess™ participants engaged in training and production of multimedia and seek prior consent from the owning party if materials are required for use outside the parameters of the SmartAccess™ Program. Both parties agree to not impinge or breach any copyright or other intellectual property rights in fulfilling the conditions of this agreement.

### **Indemnity/Insurance/Liability**

Both parties agree to maintain adequate levels of professional and general liability insurance coverage for their organizations and the activities of the SmartAccess™ Program. The parties accept no liability for any injury or losses that they incur as part of this project.

Neither party will be liable for failure to perform the obligations of this agreement due to an uncontrollable event. An uncontrollable event is an extraordinary natural event (such as a flood or earthquake) that cannot be reasonably foreseen or prevented, fire, explosion, industrial dispute, debilitating illness or injury, or any other extraordinary event beyond that party's control.

### **Privacy and Confidentiality**

Both parties agree to uphold all matters relating to confidentiality and data protection. In line with the Freedom of Information Act 2000, both parties may need to provide information related to the project to other people.

Both parties agree to inform the other if they are concerned about the sensitivity of any information that the other may hold.

We confirm that in accordance with the SmartAccess™ Program evaluation and goals that personal information collected about participants (such as contact details, demographic and income data, photographs) will be done so in accordance with the privacy-related legislation and will not be shared outside the scope of this project.

**Nondiscrimination**

No person will be denied training, equipment, facilities or channel time on the basis of race, sexual orientation, gender, age, physical disability, religious or political belief or affiliation, or the nature of their programming interest, as described in PCM's Operating Policies, Rules and Procedures.

**Default**

Either party reserves the right to terminate this agreement with prior written notice of no less than two weeks.

## **Roles and Responsibilities of the Partners**

**Portland Community Media: Background and Mission Statement**

Portland Community Media (PCM) is a nonprofit, public benefit organization dedicated to the production of local, non-commercial public access media developed and produced in the community, by the community and for the community. PCM has served the citizens of Portland for more than 28 years, providing training and tools for individuals and organizations to utilize cablecast and other forms of media distribution as a means of communication, civic involvement, artistic and cultural expression and community development. The mission of Portland Community Media is to promote broad participation in civic and cultural life by encouraging effective use and understanding of community media.

**Design and delivery of training**

The type of training and the frequency of courses offered at the SmartAccess™ site will be negotiated with each SmartAccess™ partner. Portland Community Media will provide the trainers and assist with outreach, registration and logistics at the SmartAccess™ site.

**Recruitment and supervision of trainers**

Portland Community Media agrees to recruit and supervise trainers for the SmartAccess™ centers. Portland Community Media agrees to manage and coordinate the activities of contract trainers and PCM technician.

**Overall project administration, budget management, evaluation and reporting**

Portland Community Media will assist the SmartAccess™ partners in marketing training opportunities, participant recruitment, and logistics of training at the site.

Portland Community Media will implement protocols for workshop enrollment, participant payments, the reservation and utilization of digital video equipment by users and members at the SmartAccess™ site, and the coordination of technology and curriculum needs between the site and PCM.

**Delivery of production equipment & technical support**

When community members complete their basic training in project-based field production, they will be certified to use the equipment to produce their own videos.

Portland Community Media will assist certified users in reserving equipment for their projects from the Office of Neighborhood Involvement's agreed upon SmartAccess™ Center sites, and coordinate getting programs scheduled on PCM's cable channels.

Portland Community Media will bring the equipment to the SmartAccess™ location for pick up by participants and be available to troubleshoot and support participants in using the equipment. When a community producer has completed their project, they will return the equipment to the SmartAccess™ Center on an agreed upon pick-up schedule.

### **Health and safety**

Portland Community Media will take all reasonably practicable steps to ensure that the SmartAccess™ Center activities are conducted in a safe manner without risks to health and safety.

### **Partner: The Office of Neighborhood Involvement, Background and Mission Statement**

The Mission of the Office of Neighborhood Involvement is: *To enhance the quality of neighborhoods through community participation.* The Office of Neighborhood Involvement is an agency of the City of Portland, whose purpose is to facilitate citizen participation and improve communication among citizens, Neighborhood Associations, non-profit District Coalitions/City-staffed District Coalitions, City agencies, and other entities.

### **Investment in SmartAccess™**

Portland Community Media acknowledges that the need for equipment and the courses offered may not be known at the time of the current agreement. SmartAccess™ Media Packages include training and access to digital production equipment. The cost covers an organizational activity fee, normally \$50 for community producers, to reserve equipment and help offset operating costs for airing programs on PCM's channels. The SmartAccess™ Media Package fee also helps off-set the cost of training materials, trainer fees, administration and overhead.

### **Training and meeting space**

As a SmartAccess™ partner, the Office of Neighborhood Involvement will host multi-media training at partner site locations for community members, constituents and organizational members in their target areas. Training courses will include project-based field production, post-production and customized classes to meet the communities' needs.

The Office of Neighborhood Involvement will facilitate access the training location sites in order to accommodate the distribution of multi-media equipment to participants for production of community media. The Office of Neighborhood Involvement agrees to host orientation sessions at SmartAccess™ center partner sites, provide space for basic training in project-based field production and host specialized courses and workshops.

The Office of Neighborhood Involvement assumes all responsibility for rent of the facility, insurance, utilities, equipment (other than SmartAccess™ Media Package equipment, training materials, and training handouts), refreshments, and any other materials to support the training conducted at the SmartAccess™ Center.

### Tracking of user demographics

In collaboration with each SmartAccess™ Partner, PCM will implement a demographic tracking system, and elicit end-user information through focus groups, interviews, and written surveys. The SmartAccess™ Program will generate baseline and concurrent annual data to determine digital technology disparities amongst Portland-area groups. The niche groups as defined by the SmartAccess™ program comprise around 25-30 percent of the general population, with the Latino and African-American populations totaling 12 percent of the aggregate population. To track the long-term impact and the success of the SmartAccess™ Program, quantitative data, such as demographics, will be tracked. In addition, qualitative data that tracks the experience of participants of the SmartAccess™ Program will also be tracked and evaluated.

To support the evaluation requirements of the SmartAccess™ Program, The Office of Neighborhood Involvement agrees to assist in the recruitment of participants for focus groups at mid-year and in the production and distribution of surveys and post-training evaluations.

### Promotion of courses and recruitment of participants

The Office of Neighborhood Involvement agrees to promote the SmartAccess™ workshops and activities broadly to their constituents, members and according to their outreach strategies and practices, in a timely manner.

### Health and safety

The Office of Neighborhood Involvement agrees to maintain the training location according to safety procedures, relevant to the activities of SmartAccess™. The Office of Neighborhood Involvement agrees to take all reasonable and practicable steps to ensure that the training location is safe and without risks to health and safety.

### Schedule of Meetings and Reports

The parties agree to participate in regularly-scheduled meetings for the SmartAccess™ Program to ensure that goals are being met in a timely manner, that processes and protocols are in place that benefits the partners and the community, and issues regarding implementation are addressed. Both parties agree to contribute to the success of the SmartAccess™ Program by contributing to the semi-annual reports on the progress of the Program.

- a. Monthly site meetings
- b. Quarterly inter-site meetings
- c. Reporting: mid-year (February 2010) and end of year (August 2010)

### Appendices/Attachments

Portland Community Media - Public Access Operating Policies, Rules and Procedures (OPR&P)  
 Office of Neighborhood Involvement - Standards for Neighborhood Associations, District Coalitions,  
 Business Associations and Office of Neighborhood Involvement, City Code 3.96 (ONI Standards)  
 Mt. Hood Cable Regulatory Commission/PCM- SmartAccess™ Grant

APPROVED AS TO FORM

### Signatures:

Portland Community Media  
 Sylvia McDaniel  
 Chief Executive Officer



Office of Neighborhood Involvement  
 Amalia Alarcon de Morris  
 Director



  
 CITY ATTORNEY

183600

Date:

Date: