

GRANT AGREEMENT NO. 32003050

This Grant Agreement is between the CITY OF PORTLAND, OREGON (“CITY” or “GRANTOR”) and Free Geek (or “GRANTEE”) in an amount not to exceed \$76,600 to support the hiring of a Coalition manager to lead the transformation of the Digital Inclusion Network into a community-led and community-centered Digital Inclusion Coalition.

RECITALS:

1. In March of 2022, the Community Technology program engaged ASCETA, LLC., a woman-owned, woman-led firm in the Portland Metropolitan area, to lead the reimagination of the Digital Inclusion Network (DIN) by the community and partners toward addressing digital equity barriers and developing solutions to bridging the digital divide in Multnomah County and to re-envision how we meet our collective goals for full digital inclusion.
2. Following a five-month human-centered design engagement process, BP’s Community Technology Program received the ASCETA Final Report and Recommendations in August 2022. The Final Report and Recommendations outlined a Coalition Framework, Coalition Structure, and a set of Insights and Recommendations.
3. In response to these community-identified needs, the Community Technology program seeks to award a one-time grant of \$76,600 to support the hiring of a Coalition manager to lead the transformation of the Digital Inclusion Network into a community-led and community-centered Digital Inclusion Coalition.
4. The “Grantee” may be eligible to receive additional grant awards annually to support the continuation of the grant project. The Coalition should work to support those with lived experiences of digital exclusion and be dedicated to bridging the digital divide and achieving digital equity throughout Multnomah County for the following priority communities: Black people, people with low income, Indigenous people, people of color, people with disabilities, people with language barriers [immigrants, refugees, ESL], seniors, houseless or facing housing insecurity, youth—particularly foster and children with special needs and their families, survivors of domestic violence, people impacted by incarceration, adult learners, and intersectionalities of the above.
5. The CITY now desires to award a grant to GRANTEE in an amount not to exceed \$76,600.

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 Digital Inclusion Coalition Grant as described in ATTACHMENT A: Scope of Work, Attachment B Free Geek Proposal, which by this reference are incorporated herein and made a part hereof.

ARTICLE II – AGREEMENT PERIOD

This Agreement shall become effective on the date of last signature and will terminate on March,

31st 2024 unless extended in conformance with Article V, Section G or terminated in conformance with Article V, Sections A-E. Expenses incurred starting after the effective date are eligible expenses for the grant funds reimbursement.

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 City’s grant funding in publicity regarding the program(s) that will be supported by the grant funds.
- B. **CITY Grant Manager:** CITY hereby appoints the Bureau of Planning and Sustainability’s Community Technology Program to act as its Project Manager with regard to this Agreement. CITY may, from time to time, designate another person to act as the City Project Manager and will inform GRANTEE in writing of any change in Project Manager.

City Grant Manager
Bureau of Planning and Sustainability
Community Technology Program
Adriana Miranda
1810 SW 5th Ave., Suite 710 Portland, OR 97201
503-865-6671
Adriana.y.miranda@portlandoregon.gov

- C. **GRANTEE Project Manager:** GRANTEE hereby appoints Juan Muro, JR., 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 CITY in writing of any change in Project Manager.

Juan Muro Jr., Executive Director
Free Geek
1731 SE 10th Avenue, Portland OR 97214
organization phone:
503-232-9350
email: j.muro@freegeek.org

- D. **Billings/Invoices/Payment:** The CITY Grant Manager is authorized to approve work, billings, and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement. **The Final Invoice, using Attachment C is due no later than thirty (30) days prior to the grant termination date.**
- E. **Progress Reports:** Operating Entity shall submit periodic Progress Reports in writing or through oral interview with CITY Grant Manager and a Final Report. The Reports shall include both programmatic and financial information as established by the CITY Grant Manager.

ARTICLE IV – PAYMENTS

- A. The not-to-exceed amount of this grant award is \$76,600. After the Agreement becomes

effective, GRANTEE shall submit an invoice using CITY's invoice template included as Attachment C for three quarters (3/4) (\$57,450) of the grant award to the CITY Grant Manager for approval and payment. The CITY will pay GRANTEE the amount of the invoice within thirty (30) days of the approval date. A subsequent payment of the remaining grant award will be made after review and approval of the first progress report. Upon approval of the progress report by the CITY Grant Manager, GRANTEE shall submit an invoice using CITY's invoice template for the remaining amount of the grant award. GRANTEE agrees to operate the program as described in the grant application and to expend funds to support the approved Scope of Work, unless the GRANTEE receives prior written approval from the CITY's Grant Manager to modify the Project. Requests for payment must be made using Attachment C.

- B. GRANTEE agrees to expend funds to operate the program as described in Attachment A: Scope of Work, and Attachment: B Free Geek Proposal Proposal unless the GRANTEE receives prior written approval from the CITY's Grant Manager to modify the Project.
- C. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required services or take any actions required by the 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. 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.
- E. 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.
- F. 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. See Article III B. Records for retention period.
- G. Prevailing wages. State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for certain contracts that total \$50,000 and above. If GRANTEE's project is subject to the prevailing wage requirements, GRANTEE will comply with the prevailing wage requirements of ORS 279C.800 through 279C.870 and any other applicable prevailing wage requirements contained in ORS 279C, Oregon administrative rules, or city code.
- H. Prevailing wage indemnity. GRANTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, 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 CITY. 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 CITY 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 CITY for a reasonable extension of the cure period.
- B. **No Payment or Further Services Authorized During Cure Period.** During the cure period, CITY 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 CITY 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 CITY. 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 CITY. 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 CITY, become the property of CITY; 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, CITY, 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 City.** CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY 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, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY 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 CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance 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 City 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. Records and Audits

1. Records Retention. GRANTEE shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE agrees to maintain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement during the term of this Agreement and for a minimum of five (5) years after the expiration or termination date of this Agreement or until the resolution of all audit questions or claims, whichever is longer.
2. City Audits. The City, either directly or through a designated representative, may conduct financial and performance audits of GRANTEE's records related to this Agreement at any time in the course of the Agreement and during the records retention period listed above. 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 Government Accountability Office.
3. Access to Records. The City may examine, audit and copy GRANTEE's books, documents, papers, and records relating to this Agreement at any time during the records retention period listed above upon reasonable notice. GRANTEE shall make copies of applicable records available upon CITY's request.

J. Public Records

1. Public Records Act. CITY is subject to Oregon public records law. All

documents and information submitted by GRANTEE to CITY may be deemed public records subject to public disclosure pursuant to Oregon public records law.

2. Submission of Confidential Records. GRANTEE shall contact CITY's Grant Manager before submitting confidential information to CITY. If the GRANTEE determines that it is necessary to submit confidential documents and information to CITY, the GRANTEE shall identify, highlight, and segregate any information that is identified as confidential from information that is not exempt. GRANTEE shall identify applicable exemptions under the Oregon Public Records Act. Information that has not been properly marked as confidential by GRANTEE may be disclosed by CITY in response to a public records request.
3. No Warranty or Representation of Confidentiality. CITY makes no FY 2021-22 Grant Title Contract# Page 6 of 15 warranty or representation as to the confidentiality of GRANTEE's documents or information submitted to CITY whether or not the documents or information are identified as confidential by GRANTEE. Documents or information identified by GRANTEE as confidential may be disclosed by CITY if CITY determines, in its sole discretion, that the GRANTEE's documents or information are subject to disclosure under Oregon public records law. In the event CITY receives a public records request applicable to GRANTEE's documents or information, CITY will make an independent determination regarding exemptions that may apply to documents or information properly marked as confidential by GRANTEE.
4. Acknowledgement and Waiver. GRANTEE acknowledges by its signature below that all documents and information submitted to CITY by GRANTEE may be subject to public disclosure upon CITY's determination that GRANTEE's documents or information are subject to disclosure under public records law, upon an order of the Multnomah County District Attorney, or upon an order of a court. GRANTEE is encouraged to consult GRANTEE's legal counsel regarding the applicability of Oregon public records law to GRANTEE documents and information submitted to CITY.

K. **Indemnification**

GRANTEE shall hold harmless, defend, and indemnify CITY, 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.

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

1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers

working under this Agreement shall maintain coverage for all subject workers for the duration of this Agreement.

In the event worker's compensation insurance coverage is due to expire during the term of this Agreement for any employers working under this agreement, GRANTEE agrees to require timely renewal of that 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 as renewals of said insurance occur.

2. Commercial General Liability Insurance: GRANTEE shall maintain commercial general liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from 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 \$2,000,000 per occurrence.

3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$2,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Grantee shall provide proof of additional insured coverage in the form of an additional insured endorsement form or a policy coverage document acceptable to City. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.

5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancelation, material change, potential exhaustion of aggregate limits, or non-renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy

with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.

6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificates of insurance and a CG 2026 additional insured endorsement form (or an equivalent blanket additional insured form) to CITY on or before execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. 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 the Oregon Tort Claims Act (ORS 30.260 to 30.300).

- M. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.

- N. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits. GRANTEE will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.

- P. Oregon Laws and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to its provisions regarding conflicts of law. Any litigation between CITY and GRANTEE arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- Q. 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.

- R. Severability. CITY and GRANTEE agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- S. Merger. This Agreement contains the entire agreement between CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- T. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. 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 Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- U. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement and may only be enforced by the Parties.
- V. 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.
- W. NOTICE: Notices to Grantee under this Grant Agreement shall be sent to GRANTEE at the following address:

Juan Muro Jr., Executive Director
Free Geek
1731 SE 10th Avenue, Portland OR 97214
organization phone:
503-232-9350
email: j.muro@freegeek.org

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

City Grant Manager
Bureau of Planning and Sustainability
Community Technology Program
Adriana Miranda
1810 SW 5th Ave., Suite 710 Portland, OR 97201

503-865-6671
Adriana.y.miranda@portlandoregon.gov

SIGNATURES:

CITY OF PORTLAND

GRANTEE

Name: Donnie Oliveira
Title: BPS Bureau Director
City of Portland, Oregon

Name: Juan Muro Jr.
Title: Executive Director
Free Geek

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney, City of Portland

ATTACHMENT A - SCOPE OF WORK

Required Activities:

1. Grantee shall hire a coalition manager to lead the transformation of the Digital Inclusion Network into a community-led and community-centered Digital Inclusion Coalition.
2. Grantee shall create a “leadership team” made up of community members and/or leaders who are directly connected to priority communities and/or have lived experience, whose task will be to guide the work and lead the coalition in a 1–2-year position, and be compensated for their time, convene meetings, establish “sub workgroups” or “task-forces,” and track and report the progress.
3. The “sub-committees” are projects-focused in areas geared towards closing the digital divide and addressing policy and budget opportunities and prioritization that can come in the form of recommendations to the City of Portland, Multnomah, County, and State and Federal agencies or policymakers. Members of the “sub-committees” or “taskforces” should be made up of those with insight into on-the-ground activities or who operate programs that address digital equity, people with specific knowledge of issues and opportunities, those with lived experiences and ability to lead coalition Grantee shall design, develop, and implement a Coalition Implementation Timeline.
4. Design, develop, and implement a Coalition plan, timeline, framework/structure/guidelines, and community agreements by continuing to further collaborate with priority communities impacted by the digital divide to ensure authentic inclusion and impact.
5. Work with the “leadership team” and the broader coalition to develop a mission and vision statement to support the collective vision for closing the Digital Equity gap in Multnomah County.
6. Lead an engagement and outreach process of priority communities for inclusion and coalition participation by following ASCETAs recommendations and continuing to iterate learnings.
7. The Coalition should center those with lived experiences of digital exclusion and be dedicated to bridging the digital divide and achieving digital equity throughout Multnomah County for the following priority communities: Black people, people with low income, Indigenous people, people of color, people with disabilities, people with language barriers [immigrants, refugees, ESL], seniors, houseless or facing housing insecurity, youth—particularly foster and children with special needs and their families, survivors of domestic violence, people impacted by incarceration, adult learners.
8. Grantee shall ensure that all print and digital communications and civic engagement materials are accessible according to [Title II of the Americans with Disabilities Act](#) and [Title VI of the Civil Rights Act of 1964](#).

See Grantee’s Completed Grant Proposal, attached hereto as Attachment B for additional project implementation details.

Proposed Spending Plan

Staff Position	\$60,000.00
Leadership Team	\$5,000.00
Incidentals	\$5,000.00
ADA Print and digital Communications	\$6,600
Total Combined Costs	\$76,600.00

Grant Project Outcomes:

Documentation to include alignment regarding the following coalition framework implementation questions, including but not limited to:

- Coalition structure/framework
- Coalition implementation timeline
- Coalition Collective/members
- Coalition Committees/taskforces
- Coalition leadership Team
- Coalition name, vision, mission

Metrics Evaluation:

- What is the value of joining for members?
- How is my organization enhanced by this participation?
- What collaboration tools are used, and how are decisions ultimately made?
- What are the goals and objectives? (Clarify and develop framework's "What We Do")
- How's the community different or better off because of the Coalition

Progress Reports:

Progress Reports are intended to document how the funding you received assisted your organization and made a difference in the community. The reports should be provided in writing or through oral interviews with CITY Grant Manager and shall document the status of project implementation, outcomes progress, evaluation metric data, and any potential changes, delays, or adjustments to the grant project, along with recommendations.

Periodic Progress Reports are due:

- July 1, 2023
- October 1, 2023

The grantee shall submit a Final Progress Report that reflects the successes, challenges and recommendations of the overall project no later than, March 31st, 2024, in a format determined by the grantee and the city project staff.

Invoice

DATE:
INVOICE #
BPS PO #

Grantee Name
Grantee Address
City, State, Zip
Phone Number

Bill TO: City of Portland
Att: Adriana Miranda, Community Technology
Bureau of Planning and Sustainability
810 SW 5th Ave, Suite 710, Portland, OR 97201

Remit TO: Grantee Name
Grantee Address
City, State, Zip
Grantee Phone Number

TERMS: Project Name, Grant Number
DUE: Expenses Period

Item Description	Quantity	Price	Amount
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Subtotal			\$ 0.00
Tax			
BALANCE DUE			\$ 0.00

Notes



Including everyone in our digital future

1731 SE 10th Ave. Portland, OR 97214

503-232-9350

info@freegeek.org

www.freegeek.org

City of Portland Digital Equity Coalition Grant

GENERAL INFORMATION

Organization Email

foundations@freegeek.org

Organization Name

Free Geek

Organization Mailing Address

1731 SE 10th Avenue, Portland OR 97214

Organization Web Address

www.freegeek.org

Tax ID

931292010

Does your organization (or fiscal sponsor) carry insurance coverage?

Yes

No

Contact Name Juan Muro Jr.

Contact Title Executive Director

Contact Email Address j.muro@freegeek.org

Contact Phone Number (503) 232-9350 +111

Organization agrees to commit staff time (approx. 10-20 hours) to negotiate a grant agreement in February/March.

Yes

No

ORGANIZATION INFORMATION

What is the organization's mission?

Free Geek is committed to including everyone in our digital future. We sustainably reuse technology, enable digital access and provide education to create a community that empowers people to realize their potential.

How many year-round, full-time staff does your organization have?

41

How many part-time and/or volunteer staff does your organization have?

3 part-time staff, no full-time volunteer staff (103 currently active volunteers)

What is your organization's average three-year operating budget?

\$3,203,580.34

What % of your organizational Leadership identifies as Black, Indigenous, or Person of Color?

5 of 9 members, or 55.6%

What % of your Board members identify as Black, Indigenous, or Person of Color?

4 of 9 members, or 44.4%

What % of organization's staff are reflective of the community/s you serve?

Our most recently-completed staff demographic survey was administered in November 2022. This data is anonymized and self-reported, and reflects responses from approximately 93% of staff. Questions were created with input from multiple departments, including Human Resources, to ensure that the process was conducted with integrity and respect, allowing participants as much freedom as possible to choose their own language to reflect how they identify. We do not ask staff whether they identify as immigrants or refugees.

According to our 2022 demographic survey:

- 51% of staff identify as male, 19% female, 30% agender, nonbinary or third gender
- 50% identify as an ethnicity other than white, including: 9% Asian-American/Pacific Islander; 12% Mexican, Mexican American, Chicano/a; 9% Black/African-American; and 20% more than one race/ethnicity.
- 64% identify as members of the LGBTQ+ community
- 37% identify as transgender
- 29% identify as having a disability
- 26% speak a language other than English at home
- 76% report either currently or previously experiencing financial insecurity impacting health, transportation, food, housing and / or childcare

Manager of Customer Experience Juan Muro Jr. was promoted to Executive Director in 2022 as the organization's first BIPOC and LGBTQ+ executive director. 100% of the nine members of Free Geek's Leadership Team have experienced one or more aspects of identity that are perceived as a barrier for career advancement in the workplace. These include race, gender identity, houselessness,

incarceration and lack of college education. We particularly prioritize lived experience among the marginalized communities we serve when hiring for Digital Inclusion staff, emphasizing cultural competency and language skills.

Free Geek is investing significantly in our commitment to equitable hiring and workplace practices, in order to identify and retain the most inclusive workforce possible. We have shifted away from skill-based requirements such as education, certification or prior experience, which are often barriers for people from marginalized communities, and towards prioritizing the lived experiences of candidates with intersecting marginalizations or underserved identities. We recently launched a three-year KSA (Knowledge, Skills, and Abilities) wage equity initiative designed to specifically impact our employees from marginalized populations, such as BIPOC, LGBTQIA+, and low-income staff. This enables us to create real economic opportunity for these staff members, reduce income inequality in vulnerable populations who are at highest risk for poverty and homelessness, and help skilled, passionate workers rise up the ladder of the tech sector, where diversity is still badly needed.

What community(s) does your organization serve?

Free Geek offers a wide range of programs and services which impact many of our community's most vulnerable populations. Last year we collected nearly 1.5 million pounds of electronic waste, which included nearly 300 pickups from community organizations, small businesses and other partners, as well as donations of used technology from over 6,000 individuals. By reclaiming these devices from the waste stream, we are protecting Oregon's natural resources and diverting toxic waste from landfills. Devices refurbished from our e-waste collections are returned to the community to help us address the lack of digital access which predominantly impacts those already marginalized by systemic inequity. Last year we distributed 1,160 free computers to participants in our community programs, including:

Digital Navigation

Free Geek's team of Digital Navigators offer a wide range of community services designed to put affordable technology - along with the skills required to use it - in the hands of the marginalized populations who need it most. We are committed to using our resources to connect individuals with the devices, education and community support needed to fully participate in our increasingly technology-dependent world. Though we do not yet have a full year's worth of demographic data on this new program, we know that Spanish speakers, senior citizens, immigrants and refugees, and others with very limited digital literacy make up the primary service population for these programs, which include one-on-one bilingual services in our onsite Community Center, foundational digital literacy programming offered through our community partners in both English and Spanish, and educational events to help connect low-income communities with access to broadband. Last year our Digital Navigators conducted 1354 engagements, including 584 people served through in-person events and appointments at our Community Center, 24 of whom were Spanish speakers; this included a total of 14 organizational partnerships.

Plug Into Portland and Gift a Geek Box

Free Geek currently offers two programs designed to put free technology into the hands of individuals and families living below the poverty line. Plug Into Portland (PiP) is specifically focused on K-12 students, while our newest Digital Inclusion program, Gift a Geek Box (GaGB), supports adults of all ages. Over the last year, we provided computers to 582 K-12 students and 314 adults with a household income below 200% of the Federal Poverty Level. Both programs serve communities with intersecting

marginalizations, primarily low-income people of color. Last year 74% of participants in these programs identified as an ethnicity other than white; 55% as female, 43% as male, and 2% as nonbinary or third gender; 15% as LGBTQ; 31% as people with disabilities; and 5% as veterans. 43% report experiencing, or having experienced, housing instability.

Welcome to Computers

Welcome to Computers (WtC), a multi-week foundational digital literacy curriculum, was launched in 2017 to serve our region's most marginalized populations, such as immigrant and refugee communities, in small, in-person cohorts. We resumed offering this program in FY22 through our partnership with Multnomah County Library and served 35 participants in four cohorts with both education and free devices.

Affordable Technology Program

Last year we distributed 1,121 refurbished desktop computers to SNAP recipients statewide through our partnership with the Oregon Employment Department and WorkSource via our Affordable Technology Program, launched in FY21, where partners looking to fill the technology needs of the communities they serve can purchase technology, with no limit, at an affordable price, well below market value. We are still collecting demographics for this project. WorkSource Oregon and Free Geek are following the progress of program participants over the course of 12 months, and can provide project summary and outcomes upon request once a full year of data has been collected and analyzed. Anecdotally, we do know that WorkSource encouraged pilot centers to set additional criteria to prioritize marginalized communities, which included:

- Houseless
- Wildfire Impacted
- Justice Involved
- Dislocated Worker
- UI Claimant
- MSFW
- Veteran
- Disabled
- Single-Parent
- BIPOC
- Rural-Frontier
- Limited-English Proficient
- Digitally Illiterate

What types of programs/services do you provide to more than 75% of your service population?

Free Geek began its life as a reuse-focused organization, primarily dedicated to reclaiming salvageable technology from the waste stream before it made its way into landfills. Over the years, we have added new programs to support education, free technology access, digital literacy, and workforce development to expand this focus on environmental sustainability. Since the onset of the COVID-19 pandemic, we have begun to significantly shift our focus and the way we define ourselves as an organization; though our collections, reuse and recycling programs form the backbone of our work, by providing us with the refurbished devices we are able to put back into the community, our core goal is to function as a service provider whose offerings help narrow the digital divide in our community. Currently, the primary way through which we reach the populations we serve is by providing

foundational digital education - either one-on-one, or in a classroom setting - alongside a free device. It generally begins with an assessment of needs and skill level, whether through an intake form or conversation with one of our Digital Navigators, or through our ongoing partnerships with community organizations through programs like Welcome to Computers, where other nonprofits bring us in to work directly with the populations they serve and can articulate their specific needs to help us shape specific curriculum.

PROJECT INFORMATION

Briefly describe your proposed project*

Free Geek, under the leadership of proposed Coalition Manager María Lara, will leverage our 20+ years of experience in the field of digital equity to assemble a diverse team of partners who will share resources in order to transform the lived experience of marginalized populations who are systematically oppressed by the digital divide. Our approach will be centered on a community-focused approach guided by feedback from individuals. Our five pillars will be:

First 90 Days After Funding Is Received

- Strategic Planning/Coalition Structure
- Building Community Relationships

Next 180 Days

- Connect resources and networks that support all areas of Digital inclusion work
- Outreach to Portland Channels and Partnerships

End Of Year 1

- Data Collection

Attached is a draft implementation plan documenting our detailed strategy for the first 90 days following the receipt of funding. The remainder of the tasks in year 1 (for example, detailed timeline for milestones after 90 days, specific evaluation procedures, etc.) will be determined collectively once the coalition is assembled. This document is still a work in progress and will be completed once we have obtained coalition leadership team feedback.

Tell us how grant funds will help you build or scale a community coalition dedicated to bridging the Digital Divide in Multnomah County, specifically for priority populations. Use this section to demonstrate the Organization's capacity and/or partnership/collaboration to develop a community-centered and community-led coalition successfully.

Please describe what the whole process would look like from beginning to end and provide a draft implementation plan that includes major tasks and milestones for developing and implementing the Coalition.

[See attached document](#)

What existing staff and resources do you have ready to dedicate to this project?

Free Geek's mission to include everyone in our digital future is rooted in the belief that full participation in our increasingly technology-dependent society is a basic human right. We are committed to addressing the three central pillars of digital inclusion: access to technology (through putting free devices into the hands of individuals who cannot afford them), access to the internet (connecting our community to the resources they need to obtain affordable broadband), and education (through our foundational digital literacy programs). The pandemic shone a brighter light on the structural inequities of the digital divide which further marginalizes vulnerable populations, but these inequities have always existed. Free Geek has a long history of providing Digital Inclusion and education services to our community, led by a skilled, inclusive staff who truly represent the populations we serve. Manager of Customer Experience Juan Muro Jr. was promoted to Executive Director in 2022 as the organization's first BIPOC and LGBTQ+ executive director. 100% of the nine members of Free Geek's Leadership Team have experienced one or more aspects of identity that are perceived as a barrier for career advancement in the workplace. These include race, gender identity, houselessness, incarceration and lack of college education. We particularly prioritize lived experience among the marginalized communities we serve when hiring for Digital Inclusion staff, emphasizing cultural competency and language skills.

Over the last six years, we've worked with a network of digital equity practitioners and other partners to identify the communities most impacted by digital inequality. We've introduced programmatic work to help bridge the gap on the digital divide with intentionality. We've inspired a movement to enable digital access, provide digital literacy, and influence the birth of Digital Navigation, a program that the city of Portland adopted last year. Free Geek is a key contributor to the Digital Inclusion Network, partnered with Multnomah County Library, aligned with the National Digital Inclusion Alliance, a member of Digitunity, and we've partnered with the City of Portland Office for Community Technology on the Digital Navigation Pilot Program. With sustainability as a pillar and new Free Geek value, we've joined the ground roots movement in Right to Repair, we've advised Oregon's E-cycles Program on changes to program outcomes, advocated for technology reuse through our membership with the Alliance for Technology Refurbishing & Reuse. Metro continues to support capacity growth for Free Geek's sustainability projects. In 2018 we were formally recognized by the City of Portland for our community work in a public statement encouraging local residents and businesses to donate their electronic waste to Free Geek and support our mission. The Association of Oregon Recyclers named Free Geek their 2018 Recycler of the Year, awarding us the Alice Soderwall Reuse and Waste Prevention Award for our service to the community. We were also ranked one of the 2018 "100 Best Nonprofits to Work For in Oregon" by Oregon Business magazine, received a 2019 Oregon Ethics in Business Award, and recently received our second "100 Best Green Businesses" Award in 2020. In 2022, we placed 4th in the technology category of the Portland Business Journal's "Oregon's Most Admired Companies" Award.

Our proposed candidate for the Coalition Manager position is Free Geek's Manager of Customer Experience María Lara. María was born in Irapuato, Guanajuato, Mexico. Almost 4 years ago she came to live in Portland, like many others with the hope of living a better life. María has founded several businesses, most recently a small family business called Panal 3D, in which María and her brother taught low-income children in their hometown how to design and print their own 3D projects to help their communities, stand out as students, and develop professional creative and technical skills to

serve them in the future. Unfortunately, funds were limited, and there was more demand than they had capacity to meet; this project, however, awakened in María a passion to continue this work of teaching tech skills to vulnerable communities. She came to Free Geek as our first Digital Navigator in January 2021 and much of her work currently focuses on serving senior citizens whose first language is Spanish. She was promoted to her current position in 2022 when Juan Muro stepped into the role of Executive Director. She has been a member of the NTEN Digital Inclusión Fellowship since August 2022, through which she has been able to partner with many more nonprofits in the Portland Metro area to support digital equity work. We believe María is a perfect candidate for this role due to her background, skills and experience. She is passionate about bridging the digital divide, a goal she pursues with great tenacity, and possesses a vibrant helping spirit. As Free Geek's first Digital Navigator, she has established a strong basis of trust with the individuals and communities we serve, and the partnerships she established have helped shape our DN program in many significant ways. She is committed to the work of transforming lives through digital equity.

What staffing and resources will you need to acquire before launching the project?

If funding is received, Free Geek is ready to begin work immediately on the first stage of the project, which is to recruit our Coalition Leadership Team of five paid members. We already have a list of prospects and many strong partnerships in place which will facilitate this process. We anticipate that, at the end of the Coalition's first year, we will be in a better position to assess ongoing needs and communicate back to the City of Portland regarding what staff and resources will be most useful over the long term.

How will you perform outreach to and/or engage with priority populations?

Once the Coalition is in place, a key early goal will be establishing strong relationships with priority populations in order to assess need and provide services. Trust is key; many of the communities most in need of digital resources may be wary of attempting to access services from a government agency or program, but may have existing relationships with community-centered nonprofits who can serve as an access point to reach these people. During the pandemic, Free Geek saw demand for free technology through our Plug Into Portland program skyrocket, increasing by over 750% as every school moved their classes online and students without a computer in the home were left behind. Many families came to us rather than approaching their school or district because barriers such as language, immigration status, disability, or other factors made that a more intimidating prospect; but they knew and trusted Free Geek, and found us more accessible, so they came to us for help instead. Identifying Coalition partners who are trusted by our city's most vulnerable populations is crucial to achieving the goals of this project.

Free Geek has been a well-known community entity since 2000 and a leader in the city's digital equity movement for many years. We have a deep well of established relationships with other organizations in this field, and a documented history of adapting our own programming to be responsive to changing needs based on community feedback. We are also experienced at helping connect other organizations and individuals with each other; we receive referrals for our services from many community entities, and refer constituents to our partners if they require services we do not provide. The Coalition will offer us an opportunity to strategically leverage many such connections on a broader scale.

We are assembling a long list of prospective Coalition members, which we are happy to make available upon request. Free Geek is uniquely positioned in that we work closely with a wide range of partners and can connect with organizations both large and small. In the past, for example, we have worked with the Technology Association of Oregon, Multnomah County Library, and Oregon Department of Employment in order to provide broad-scale programming that serves hundreds of people. We also have the ability to tap directly into smaller organizations, such as Project LEDO and Miracles Club, who have much closer and more direct access to community feedback from the populations we hope to serve. An ideal Coalition would blend both these approaches. We are also considering organizations such as neighborhood associations in areas of the city with diverse populations, and large local technology companies with the ability to help support our technology collection and distribution efforts, as well as providing mentorships and training.

Some of the tools we plan to utilize with our Coalition partners to help identify, develop, and nurture strong community relationships include:

- assessing capacity of each partner and what resources they can bring to the table;
- working with the communities in organizing group events such as tech fairs, ACP sign-up events, etc., to bring multiple communities together; Maria wants to pilot to include other than ACP sign-ups to this event, because she thinks that the most basic needs need to be met first as help communities that don't speak english to subscribe to the snap program, and then make a follow up and help then again to subscribe to the ACP
- site visits to partner facilities to identify locations for workshops and classes (offering services at many locations reduces the barrier of transportation);
- quarterly focus groups with community members;
- making resources available for community research;
- state and federal policy reviews;
- recruiting a robust Digital Navigator force representing a broad cross-section of populations;
- offering workshops and trainings to DNs on how to gain the trust of a community (using ASCETA report as a helpful framework);
- adapting and revising work plans and curriculum to meet the needs of, and be responsive to the cultural backgrounds of, each priority population (Black, Indigenous, People of Color, immigrants, refugees, rural residents, etc.);
- developing a shared set of EDI Best Practices to share among Coalition members and communities;
- offering multilingual digital literacy trainings;
- connecting members and communities with resources and networks that support all areas of Digital Inclusion work.

Do you have a system in place to engage with priority populations? If so, please share. If not, please tell us about the system you would implement to engage the community.

Free Geek's staff are deeply involved in the city's ongoing digital equity efforts, and we shape our programming around these needs. Our whole Digital Inclusion department are members of the Digital Inclusion Network (DIN), and we are longtime partners of the Office for Community Technology. Executive Director Juan Muro continues to work with the city closely on best practices for how to evolve DIN, which has been a vital resource for us in developing many of our most key partnerships,

such as the Multnomah County Library. Other department managers, including María Lara, are also engaged with DIN's work and have attended meetings in the past. Since the City of Portland first developed its Digital Equity Action Plan, Free Geek has been involved all along the way and continues to be deeply engaged in this work. This Coalition would allow us to expand upon those efforts.

All our existing Digital Navigation programs primarily serve low-income people of color. We work closely with a wide range of community partners who serve marginalized communities, including Multnomah County Library, Project LEDO, Street Soccer, Next Success, Hacienda CDC, IRCO, Africa House, Rosewood Initiative, Miracles Club and many more, to ensure that our resources are directed toward the people who need them most. Free Geek is uniquely positioned to spearhead a coalition designed to bring together stakeholders with a shared vision for digital equity, and particularly to facilitate collaborations which support other organizations developing their own programs and training Digital Navigators from their own communities. For example, María recently spearheaded a robust new collaboration with IRCO to train 30 Digital Navigators from their service population (primarily BIPOC immigrants and refugees); these new DNs will be trained in cohorts of 3-5 and will shadow seasoned Free Geek staff as we offer our curriculum to Hacienda CDC, helping them develop the skills to lead their own digital literacy workshops, taught in their language of origin, as well as to work with their community to connect them with free devices, and obtain resources to help them sign up for the ACP to access affordable broadband. Free Geek staff will support these new DNs by assessing their needs, guiding them towards resources appropriate to their skill level, and providing them the tools needed to confidently facilitate workshops on their own. We also plan to replicate this model in future with other organizations, such as Africa House, with a modified curriculum specific to their needs (languages spoken, skill level, cultural competence). This kind of intersectional programming represents what we believe to be the heart of the Coalition's mission: to be responsive, adaptable, and community-driven, focused on the needs of priority populations and guided by a commitment to meeting them where they are to offer customized solutions and resources.

Thanks to a recent grant of \$87,500 from the City of Portland, we will be undertaking a process in FY23 to conduct research and focus groups in order to help us better assess the true needs of this community, what programs and offerings are most beneficial, and what measurable outcomes will prove most effective in evaluating whether these programs are successful and how they could be strengthened in the future, as well as more thoroughly tracking demographics for individuals served through our Digital Navigation services. The information gathered through this process of evaluation will also help us establish a framework for effectively tracking outcomes for the Coalition's work.

How do you plan to evaluate the impact, reach, and success of the project?

We aim to develop a robust, multifaceted and community-driven Coalition that empowers people most affected by the digital divide to communicate their needs, and obtain the resources necessary to meet them. We will bring together community stakeholders with shared concerns and interests and create a space where they can grow, learn, engage, build relationships, and have a voice in decision-making as we work together to align digital inclusion efforts throughout Multnomah County. Our primary goal is to address socioeconomic digital equity disparities by educating stakeholders (government, business, nonprofit, etc.) on the needs of communities and developing programs and policies that can better meet those needs now and adapt as those needs change.

Some of our metrics for success include:

- **Advocacy:** how can the Coalition serve as a conduit through which marginalized populations can deliver information to their government directly in order to explain what they are going through?
 - **Analysis and Policy:** how can the Coalition use the information we receive from the communities we serve to support local government in developing new tools to serve them more effectively and address unmet needs?
 - **Member Development:** what tools, resources and networks can we offer to members to support them in their ongoing work to deliver a consistent experience of digital equity to their service population? Are all members contributing as much as they benefit, bringing their own resources to the table and investing equally in our shared vision?
 - **Leadership Development:** identifying, training and supporting new digital equity leaders from marginalized populations who can provide culturally-specific resources to their communities
 - **Interconnection:** are Coalition member organizations forming new partnerships with each other to strengthen their work (expanding volunteer base, removing existing barriers, reaching new communities, developing new programming, etc.)?
 - **Sustainability:** is our framework sturdy enough to exist independently of any one organization? Can it withstand future changes in staffing or leadership team membership, continuing to grow and thrive by continually adapting to our community's changing needs?
-

Signature of Duly Authorized Representative

In order for your application to be complete, the form must be e-signed by a Duly Authorized Representative of the applicant organization. The Application should be signed by someone, such as a Chief Executive Officer, Chief Financial Officer, President or Executive Director, who can commit the organization to undertake the project.

Date* January 18, 2022

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Title* Executive Director

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