

# MEMORANDUM OF UNDERSTANDING (MOU)

Between

**City of Columbus (City)**

and

**Mid-Ohio Regional Planning Commission (MORPC)**

and

**Franklin County Educational Service Center (FCESC)**

For use of City of Columbus Cares Act Funding to support broadband connectivity and access to computing devices to support Virtual Education in the 2020-2021 school year and beyond

This is an agreement between the City of Columbus hereinafter referred to as the City, the Mid-Ohio Regional Planning Commission, hereafter MORPC and the Educational Service Center of Central Ohio, hereafter, ESCCO.

## I. PURPOSE & SCOPE

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the City, MORPC and ESCCO in which the City will provide to MORPC and ESCCO \$1,500,000.00 in federal CARES Act funding to support the **Central Ohio Broadband Access Pilot Program** to provide discounted broadband connections, discounted personal computers, digital literacy skills and training, and program management.

## II. BACKGROUND

According to the National Digital Inclusion Alliance (NDIA), *digital inclusion* refers to “the activities necessary to ensure that all individuals and communities, including the most disadvantaged, have access to and use of information and communication technologies.” This includes but is not limited to affordable internet, internet-enabled devices, digital literacy training, and technical support.

Even before the COVID-19 pandemic, Franklin County struggled with disparities in access to digital technology. In 2018, according to the NDIA, of the 366,034 households in the City of Columbus:

- 97,112 households (**26.53%**) did not have access to fiber-optic broadband (e.g., cable)
- 46,500 households (**12.7%**) had no access to broadband of any type (e.g., cellular data, “hotspot” device)

Furthermore, Columbus is well above the national average in those two statistics, which indicates our region is lagging behind similarly sized cities/regions.

Without a doubt, the COVID-19 pandemic has made digital inclusion an even more pressing issue - Americans are working from home in unprecedented numbers, and most school-aged children are expected to utilize some form of remote education. Lack of a fast, reliable, and

affordable internet connection and an appropriate device to access the internet makes everyday life extremely difficult, and only compounds existing structural inequities in our community. The number of families in Franklin County without internet access is unacceptably high. Both a short-term/COVID-19 related response and a long-term strategy are necessary to reduce and eliminate historical, institutional and structural barriers to universal broadband access and use of digital technology.

### III. PILOT PROGRAM GUIDING PARAMETERS

While long-term strategies for universal broadband adoption should continue to be pursued, the pilot program outlined in this document seeks, first and foremost, to address digital access needs for households with school-aged children, who will be starting the 2020-2021 school year in less than 60 days. Additionally, some funding sources connected to the COVID-19 response, namely CARES Act funding, have a short timeframe for implementation. Given these conditions, the following parameters were identified to guide development of the pilot program.

- The start date for implementation is August 2020 with a focus on school students. The Cares Act portion of the program will be from August 2020 through December 30, 2020. All other portions of the program which do not utilize Cares Act funding will go through August of 2021
- All Cares Act funding utilized for the program will be expended by December 30, 2020
- Given the need for rapid implementation, the program should require no new infrastructure development, and ideally no equipment installation by the provider (e.g., home cable installation)
- As total demand is currently unknown, the program should start with a modest estimate and be scalable to meet higher demand
- The program should favor existing relationships, funding strategies, and implementation models
- The program should be flexible and additive, allowing for a range of partners to participate and should not preclude other strategies from advancing simultaneously

### IV. PILOT PROGRAM SCOPE

Guided by the above parameters, MORPC began working with the Educational Service Center of Central Ohio (ESCCO) and PCs for People, a national nonprofit focused on digital inclusion, to outline a strategy to address student broadband access on a community-wide scale (beginning with 10,000 households and expanding in batches of 5,000 as necessary). The proposed structure for the program, with key roles identified, is illustrated in **Figure 1** on the following page. The pilot program comprises two main elements, which can be approached together or independently:

**Discounted PCs:** PCs for People has a strong track record of refurbishing and selling computers at minimal cost to income-qualified customers. Responding to COVID-19 remote education needs, they offer a package that includes a computer, monitor, accessories, and basic software package for \$80. The devices are intended to meet general remote learning needs like videoconferencing. Funding through the pilot program will subsidize 75% of the cost (\$60) of the computers for income-qualified households, with the recipient paying the remaining \$20. These devices are meant to supplement, and not replace, local school district one-to-one device strategies.

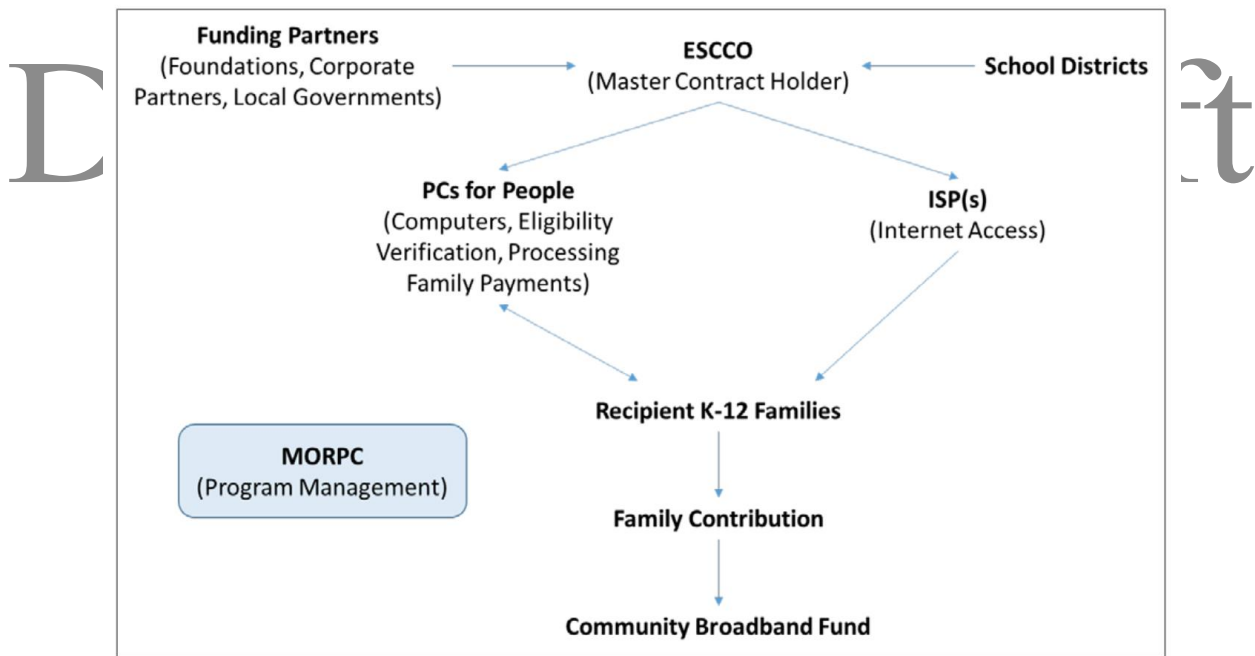
**Wi-Fi hotspots and discounted internet access:** ESCCO, serving as a central contracting agency, will contract with one or more internet service providers (ISPs) to procure hotspot devices and internet service at discounted monthly rates. As the program is designed to be

inclusive, multiple ISPs could participate in the program if they are able to offer competitive rates for wireless service. The cost for hotspot devices varies by device and ISP, but generally ranges from \$60- \$100. Monthly service costs also vary between providers, but the rates negotiated for the pilot program are expected to be \$15-\$20 per month. This results in an annualized cost for the hotspot device and service in the range of \$250-\$300 per household.

Funding through the program would pay for the cost of the hotspot device and one year of internet service up-front. Income-qualified families would then pay a monthly small fee for service, creating buy-in from the customers. The monthly fee would be reinvested into a community broadband fund, which could be used to extend or expand the program beyond the initial pilot, or to invest in other initiatives to advance digital equity in Central Ohio.

The total need for connectivity that exists in Central Ohio likely far exceeds the 10,000 household target in this pilot proposal. However, given the need to rapidly procure and deploy devices, and initiate service, this is a reasonable yet meaningful starting goal. Should demand quickly exceed the initial allotment of 10,000, additional purchases of devices and service in batches of 5,000 would be recommended. This will maintain economies of scale for the partners and providers, while allowing for incremental program expansion as needed.

Figure 1 – Program Structure



## V. PILOT PROGRAM COSTS

The following budget scenario is based on serving 10,000 income-qualified households. It assumes that half of the households can be served at a monthly rate of \$15 per month and the other half at a rate of \$20 per month. These figures are intended to provide a conceptual understanding of program costs, and will change as program details are finalized.

Budget Item	Unit Cost	Quantity	Total Cost
Subsidy for refurbished PCs	\$60	10,000	\$600,000
Wi-Fi Hotspots	\$100	10,000	\$1,000,000
Broadband service (\$15/month)	\$180	5,000	\$900,000
Broadband service (\$20/month)	\$240	5,000	\$1,200,000
<b>TOTAL</b>			<b>\$3,700,000</b>

**VI. PROCLAMATION**

Given the above, and,

**WHEREAS**, due to the COVID-19 Pandemic, many City of Columbus students enrolled in public and chartered school districts will be learning virtually during the 2020-2021 school year; and

**WHEREAS**, for the same reason, Columbus City Schools students in grades prekindergarten to 12th will engage in blended learning and in virtual instruction; and

**WHEREAS**, it is important to the City of Columbus, and crucial to the success of all of the City’s students, that they have broadband internet access and needed learning devices; and

**WHEREAS**, the NDIA and AECOM Broadband reports recent demonstrated insufficient access for students in Columbus, and in order to provide broadband access and computing devices for students to learn virtually during the Covid19 pandemic; and

**WHEREAS**, the MORPC and the ESCCO estimates that \$1,500,000 would be needed to provide broadband connections and personal computers for ten-thousand (10,000) students; and

**WHEREAS**, the Mayor share a vision with MORPC and ESCCO that all students should have the tools and resources that they need to succeed; and,

**WHEREAS**, the City has available federal CARES Act funding that can be used to assist MORPC and ESCCO with this initiative

**NOW, THEREFORE, BE IT RESOLVED** that the City, MORPC and ESCCO enter into this MOU in which the City will provide \$1,500,000 in federal CARES Act funding to MORPC and ESCCO, under certain conditions, so that MORPC and ESCCO may acquire the broadband connectivity and learning devices needed for City of Columbus students enrolled in public and chartered school districts in Central Ohio and to achieve the goal of providing sufficient access to enable remote learning device for all students.

**VII. RESPONSIBILITIES UNDER THIS MOU FOR MORPC**

The MORPC’s role in this MOU shall include the following activities among others:

1. MORPC shall serve as the program managing entity for the Central Ohio Broadband Access Pilot Program, hereafter the Pilot Program. MORPC shall develop the on-going strategy and work schedule for the program including oversight of the planning, implementation, management and communication of program activities. As such, it will work with the City of Columbus, other stakeholders, the ESCCO, ESCCO program partners, contractors and vendors, and the public, to ensure pilot program success.

2. Working with program partners and the ESSCO, MORPC will work to identify needs-based criteria for establishing City of Columbus students in need who attend public or chartered school districts in Central Ohio with a goal of making their participation in the Pilot Program a first priority so that:
  - a. identified students and their families are afforded the opportunity to participate to obtain have access reduced broadband internet access and a personal computing device, along with access to digital literacy skill training and end-user technology support;
  - b. Students attending Columbus City Schools are not eligible to participate in the Pilot Program as their needs will be met by a separate Cares Act grant between the City of Columbus and Columbus City Schools. Accordingly, the eligibility and review process implemented by MORPC and ESSCO will appropriately refer students and families of Columbus City Schools.
  - c. MORPC shall develop needs-base criteria for program eligibility and shall review said criteria and shall implement only with the advice and consent of the City; and,
3. MORPC will share with the City on an on-going basis their progress in the Pilot Program, including changes to program plans, implementation, and progress;
4. MORPC shall ensure that City of Columbus student and family program participation is measured and reported on monthly basis, including the number of students, by grade-level, (preK through 12), and their public or chartered school district who have applied to participate and who are participating in the program; along with their respective eligibility criteria;
5. At the City's request, MORPC will work with the City to communicate to the City and citizens of Columbus, MORPC's on-going progress of the Pilot program; such communication may include development and distribution of printed communication, virtual presentations or in-person events with or without City staff;
6. MORPC will ensure that adequate financial, inventory and procurement records of the purchases of goods and services purchased with City of Columbus provided Cares Act funds, and shall submit those records to the City on an as needed and indefinite basis at the City's request;
7. MORPC shall ensure that all Cares Acts funds received from the City in a manner that complies with Federal Cares Act funding and usage requirements;
8. At the City's request, MORPC shall provide staff resources to participate and provide any requested information of the City, the U.S. government, the State of Ohio, or any third-party auditor appointed by the City, State for Federal government responsible for auditing the City's use of Cares Act Funding.
9. The City's expectation of purchase of broadband connectivity devices such as hotspots or cable modems or like equipment shall be that absent normal "wear and tear" or "accidental damage" that they have a planned useful live of five (5) calendar years.
10. The City's expectation of purchase of personal computing devices such as desktop computers, laptops or tablets or like equipment shall be that absent normal "wear and tear" or "accidental damage" that they have a planned useful live of three (3) calendar years.
11. MORPC shall designate a point of contact for managing this MOU:
  - a. MORPC MOU Point of Contact
    - i. Name:

- ii. Department:
- iii. Title:
- iv. Address:
- v. City/ST:
- vi. Zip Code:
- vii. Telephone:
- viii. Email Address:

## VII. RESPONSIBILITIES UNDER THIS MOU FOR ESCCO

The MORPC's role in this MOU shall include the following activities among others:

12. ESCCO shall serve as the contract managing entity for the Central Ohio Broadband Access Pilot Program, hereafter the Pilot Program. ESCCO shall manage the Contract with PCs for People and shall, working with MORPC, develop the on-going strategy and work schedule for the program including oversight of the planning, implementation, management and communication of program activities. ESCCO shall work with public and chartered school districts in Central Ohio to identify City of Columbus students eligible to participate in the program; and,
13. Working with program partners and the MORPC, ESCCO will work to identify needs-based criteria for establishing City of Columbus students in need who attend public or chartered school districts in Central Ohio with a goal of making their participation in the Pilot Program a first priority so that:
  - a. identified students and their families are afforded the opportunity to participate to obtain have access reduced broadband internet access and a personal computing device, along with access to digital literacy skill training and end-user technology support;
  - b. Students attending Columbus City Schools are not eligible to participate in the Pilot Program as their needs will be met by a separate Cares Act grant between the City of Columbus and Columbus City Schools. Accordingly, the eligibility and review process implemented by MORPC and ESCCO will appropriately refer students and families of Columbus City Schools; and,
14. ESCCO shall work with MORPC to ensure that City of Columbus student and family program participation is measured and reported on monthly basis, including the number of students, by grade-level, (preK through 12), and their public or chartered school district who have applied to participate and who are participating in the program; along with their respective eligibility criteria;
15. At the City's request, ESCCO will work MORPC and with the City to communicate to the City and citizens of Columbus, on-going progress of the Pilot program; such communication may include development and distribution of printed communication, virtual presentations or in-person events with or without City staff;
16. ESCCO will ensure that adequate financial, inventory and procurement records of the purchases of goods and services purchased with City of Columbus provided Cares Act funds, and shall submit those records to MORPC on ESCCO and MORPC's behalf to City on an as needed and indefinite basis at the City's request;

17. ESCCO shall ensure that all Cares Acts funds received from the City in a manner that complies with Federal Cares Act funding and usage requirements;
18. At the City's request, ESCCO shall provide staff resources to participate and provide any requested information of the City, the U.S. government, the State of Ohio, or any third-party auditor appointed by the City, State for Federal government responsible for auditing the City's use of Cares Act Funding.
19. The City's expectation of purchase of broadband connectivity devices such as hotspots or cable modems or like equipment shall be that absent normal "wear and tear" or "accidental damage" that they have a planned useful live of five (5) calendar years.
20. The City's expectation of purchase of personal computing devices such as desktop computers, laptops or tablets or like equipment shall be that absent normal "wear and tear" or "accidental damage" that they have a planned useful live of three (3) calendar years.
21. ESCCO shall designate points of contact for managing this MOU and shall also provide a contact for financial transfers with the City. The ESCCO shall also designate the manner in which reimbursement under this MOU shall be suit the ESCCO, including appropriate bank transfer information.

a. ESCCO MOU Point of Contact

- i. Name:
- ii. Department:
- iii. Title:
- iv. Address:
- v. City/ST:
- vi. Zip Code:
- vii. Telephone:
- viii. Email Address:

b. ESCCO Financial Contact

- i. Name: David Varda
- ii. Department: Finance
- iii. Title: Treasurer/CFO
- iv. Address: 2080 Citygate Drive
- v. City/ST: Columbus, OH
- vi. Zip Code: 43219
- vii. Telephone: (614) 445-3750

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- viii. Email Address: [david.varda@escoco.org](mailto:david.varda@escoco.org)
- c. Funding for this grant is pursuant to Federal Cares Act funding guidelines. As of July 20, 2020, all Cares Act funding must be fully incurred by December 30, 2020 expended by March 31, 2021.
  - i. ESCCO shall provide a detailed funding disbursement report to the City showing the receipt and distribution of all funds received for the Pilot Program and a spending plan by November 30, 2020.
    - 1. After the receipt of this disbursement report, at the City's discretion, with three (3) days' notice to ESCCO and MORPC , the City reserves the right to cancel the un-used fund balance in whole or part.

### VIII. RESPONSIBILITIES UNDER THIS MOU FOR THE CITY

The City's role in this MOU shall include the following activities among others:

- 1. The City shall provide Cares Act funding in the amount of one-million five-hundred thousand dollars (\$1,500,00) to support the purchase of student learning devices in the form of broadband internet connections and personal computing devices for up to 10,000 students. Said devices shall include the requested hardware, software and warranty support from the original equipment manufacturer if applicable.
  - a. The City will legislate an ordinance authorizing the City to reimburse ESCCO for Cares Act purchases by the ESCCO for single or multiple reimbursement requests. This MOU shall not be authorized until it is passed by Columbus City Council and signed by the Mayor;
  - b. Said transfer shall be initiated by the ESCCO's treasurer, by submitting a request for reimbursement which includes copies of the ESCCO's purchase order, documentation of delivery and receipt of the items and invoice details in the amounts requested for reimbursement, to the City's Financial Contact for this MOU:
    - i. City Financial Contact:
      - 1. Name: Joseph Lombardi
      - 2. Department: Director of Finance and Management
      - 3. Title: Director
      - 4. Address: 90 W. Broad Street, 4<sup>th</sup> Floor
      - 5. City/ST: Columbus, Ohio
      - 6. Zip Code:43215
      - 7. Telephone: 614-645-6290
      - 8. Email Address: [jalombardi@columbus.gov](mailto:jalombardi@columbus.gov)
- c. Upon receipt of a valid purchase order and other documentation stated in Section IV 1 (b), the City's Finance Director shall submit for processing a transfer of funds equal to



the request for reimbursement order amount; and shall initiate a transfer to the ESCCO's treasury by check, automated check disbursement (ACD) or wire transfer to the ESCCO's treasury.

- d.* At no time shall the total of all reimbursements under this MOU exceed the total amount of \$1,500,000.
- e.* It is the City's desire to complete all requests for reimbursements in several (one or two) rather than many (two or more requests)
- f.* Funding for this grant is pursuant to Federal Cares Act funding guidelines. As of July 20, 2020, all Cares Act funding must be fully incurred by December 30, 2020 expended by March 31, 2021.
  - i.* ESCCO shall provide a detailed funding disbursement report to the City showing the receipt and distribution of all funds received for the Pilot Program and a spending plan by November 30, 2020.
    - 1.* After the receipt of this disbursement report, at the City's discretion, with three (3) days' notice to ESCCO and MORPC , the City reserves the right to cancel the un-used fund balance in whole or part.
2. The City will continue to work with MORPC and ESCCO to explore options for long-term connectivity for students and families in Central Ohio;
3. As requested by MORPC and ESCCO, the City will work with MORPC and ESCCO to evangelize, support, and communicate to MORPC and ESCCO stakeholders and interested parties the City's support of the Pilot Program.
4. The City's MOU Point of Contact:
  - i.* Name: Sam Orth
  - ii.* Department: Technology
  - iii.* Title: Director
  - iv.* Address: 1111 East Broad Street
  - v.* City/ST: Columbus, OH
  - vi.* Zip Code: 43220
  - vii.* Telephone:614-645-2550
  - viii.* Email Address: [hsorth@columbus.gov](mailto:hsorth@columbus.gov)

**X. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

No modification, amendment, alteration, addition or waiver of any section or condition of this MOU shall be effective or binding unless it is in writing and signed by an authorized representative of the City, MORPC and ESCCO and approved by the appropriate City authorities.

If either the City, MORPC or ESCCO violates any material term or condition of this MOU or fails to fulfill in a timely and proper manner its obligations under this MOU, then the aggrieved party shall give the other party (the “responsible party”) written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this MOU may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

This MOU shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

The remedies provided for in this MOU shall not be exclusive but are in addition to all other remedies available under the law.

Each party shall be liable for any damage, cost, or liability, resulting from a claim against it, by third parties for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of that party, its officers, employees, agents, or Subcontractors.

This MOU may not be assigned or otherwise transferred to others by MORPC or the ESSCO without the prior written consent of the City.

Authorization of this MOU is specific to the terms and conditions for the purposes described herein. As such, its authorization makes no references whether explicit or implied with regard to continuation of the Pilot Program by the City of Columbus in any way.

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## **XI. EFFECTIVE DATE AND SIGNATURE**

This MOU shall be in effect upon the signature of the signatories below and shall remain in effect until the conclusion of the 2020-2021 school year.

*Signatures and dates*

\_\_\_\_\_  
The Honorable Andrew J. Ginther  
Mayor, City of Columbus

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

\_\_\_\_\_  
William Murdock  
Executive Director, Mid-Ohio Regional Planning Commission

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

\_\_\_\_\_  
Tom Goodney

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

# Discussion Draft