

MEMORANDUM OF UNDERSTANDING (MOU)

Between

City of Columbus (City)

and

Columbus Partnership (Partnership)

For use of City of Columbus Cares Act Funding provided by City of Columbus Ordinance 2527-2020 to facilitate distance learning

This is an agreement between the City of Columbus hereinafter referred to as the City and the Columbus Partnership, hereinafter referred to as the Partnership.

I. PURPOSE & SCOPE

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the City and the Partnership in which the City will provide to the Partnership \$500,000 in federal CARES Act funding for the purchase of technology and services to support remote learning for K-12 students as part of the city and Partnership's efforts to ensure remote connectivity for Columbus' K-12 students.

II. BACKGROUND

K-12 public education statewide and within the City of Columbus in the midst of a teaching and learning paradigm shift that began before the Covid-19 pandemic. This shift expanded the traditional notion of the public classroom to an extended, or blended learning approach where a student's education is augmented with rich K-12 content outside of the classroom.

The Covid-19 pandemic rapidly changed and reinforced the need to move to a virtual and blended learning approach to public education. In the 2019-2020 and 2020-2021 school years, primary and secondary classrooms statewide were closed by executive order of the Governor due to Covid-19. Public schools across Ohio and the nation, continue to operate in a remote education or hybrid-learning models which require robust residential broadband connectivity to enable student access and learning.

With the on-going and ever-changing nature of Covid-19 locally, what is clear is that the 2020-2021 school year will continue to require various aspects of remote or blended learning for all K-12 students in Columbus.

As part of Community's broadband outreach, and in order to enable to provide residential connectivity for K-12 households, the City and Partnership are exploring alternative residential broadband connectivity technologies which may provide K-12 households with low-cost, affordable broadband options. To achieve this goal, Cares Act funding will be used to support two (2) neighborhood broadband pilots which includes the following

1. Internet equipment and services for up to 200 households	\$360,375
2. Fiber & Network Connectivity products and services	\$99,625
3. Project Management & Digital Literacy Outreach	\$40,000
4. Total	\$500,000

Given the above, and

WHEREAS, due to the COVID-19 Pandemic, all K-12 students will be learning virtually and in a hybrid learning model during the 2020-2021 school year; and

WHEREAS, it is important to provide residential broadband options that enable remote education and inform long-term options for remote education; and,

WHEREAS, a recent assessment of broadband connectivity in the City of Columbus demonstrated that low-income, K-12 households did not have the economic means to provide high-capacity broadband to support remote education, remote medicine and remote telework; and,

WHEREAS, the Partnership estimates that \$500,000 would be needed to provide residential broadband for 200 K-12 households for 2020-2021 school year; and,

WHEREAS, the Mayor and Chief Executive Officer share a vision 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 the Partnership with this initiative

NOW, THEREFORE, BE IT RESOLVED that the City and Partnership enter into this MOU in which the City will provide \$500,000 in federal CARES Act funding to the Partnership, under certain conditions, so that the Partnership may acquire the broadband products and services need to support students and to achieve the goal of providing a remote learning for Columbus students.

III. RESPONSIBILITIES UNDER THIS MOU for the Partnership

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

1. Working with the City, the Partnership shall serve as the project managing entity to implement neighborhood broadband connectivity in two (2) Columbus neighborhoods, the location which will be approved by the City, with the goal of enabling the remote educational connectivity for the 2020-2021 school year for up to 200 K-12 households;
2. The Partnership will work to ensure that all K-12 households participating in the pilots will have access to Internet connectivity to support their learning, and educational technology support for students and parents;
3. The Partnership will share with the City on an on-going basis their progress in their broadband connectivity program, including changes to program plans, implementation, and progress;
4. At the City's request, the Partnership will work with the City to communicate to the City and citizens of Columbus, the Partnership's on-going progress of its broadband connectivity program; such communication may include development and distribution of printed communication, virtual presentations or in-person events with or without City staff;
5. The Partnership will maintain adequate financial, inventory and procurement records of the purchases of goods and services purchased with City-provided CARES Act funds, and shall submit those records to the City on an as needed and indefinite basis at the City's request;
6. The Partnership shall spend all CARES Act funds received from the City in a manner that complies with federal CARES Act funding and usage requirements;
7. At the City's request, the Partnership 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 or Federal government responsible for auditing the City's use of CARES Act Funding.

8. The City's expectation, where applicable, that the purchase of broadband components shall become the property of the City;
9. The Partnership shall designate a point of contact for managing this MOU and shall also provide a contact for financial transfers with the City. The Partnership shall also designate the manner in which reimbursement under this MOU shall be made to the Partnership, including appropriate bank transfer information.

- a. Partnership MOU Point of Contact

- i. Name: Mark Patton
- ii. Department: Smart Columbus
- iii. Title: Vice President
- iv. Address: 150 S. Front Street, Suite 200
- v. City/ST: Columbus, Ohio
- vi. Zip Code: 43215
- vii. Telephone: 614-225-0550
- viii. Email Address: mp@columbuspartnership.com

- b. Partnership Financial Contact

- i. Name: Tara Griffin
- ii. Department: Finance
- iii. Title: Senior Staff Accountant
- iv. Address: 150 S. Front Street, Suite 200
- v. City/ST: Columbus, Ohio
- vi. Zip Code: 43215
- vii. Telephone: 1 614 937-1612
- viii. Email Address: TG@columbusregion.com

IV. 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 five-hundred thousand dollars (\$500,000) to support the purchase of broadband technologies and services, program management, and community broadband digital literacy outreach.
 - a. The City will legislate an ordinance authorizing the City to reimburse the Partnership for CARES Act purchases by the Partnership 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. The City will also provide access to the City's fiber network and provide backhaul connectivity to support the neighborhood broadband pilots;
- c. The City will also coordinate placement of broadband assets on facilities in the pilot areas where requested to do so;
- d. Said transfer shall be initiated by the Partnership's financial officer, by submitting a request for reimbursement which includes copies of the Partnership'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, 4th Floor
 5. City/ST: Columbus, Ohio
 6. Zip Code:43215
 7. Telephone: 614-645-6290
 8. Email Address: jalombardi@columbus.gov
 - e. 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 Partnership's treasury by check, automated check disbursement (ACD) or wire transfer to the Partnership's treasury.
 - f. At no time shall the total of all reimbursements under this MOU exceed the total amount of \$500,000.
 - g. It is the City's desire to complete all requests for reimbursements in several (one or two) rather than many (two or more requests)
2. The City will continue to work with the Partnership to explore options for long-term connectivity for Columbus residents and students;
3. As requested by the Partnership, the City will work with the Partnership to publicize, support, and communicate to Partnership's stakeholders and interested parties the City's support of the Partnerships' and City's broadband plan;
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

V. 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 and the Partnership and approved by the appropriate City authorities.

If either the City or the Partnership 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 Partnership 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 solely 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 the Partnership without the prior written consent of the City.

VI. EFFECTIVE DATE AND SIGNATURE

This MOU shall be in effect upon the signature of the signatories below and shall remain in effect until December 31, 2022.

Signatures and dates

_____ Date: _____
The Honorable Andrew J. Ginther
Mayor, City of Columbus

_____ Date: _____
H. Samuel Orth, III
Director/CIO, Department of Technology

_____ Date: _____
Alex Fischer
President & CEO, Columbus Partnership