

RESOLUTION NO.: 7—2023-24

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Wisconsin Public Service Commission Broadband Office has awarded New
2 North, Inc. a Broadband, Equity, Access and Deployment (BEAD) Local Planning
3 Grant. New North, Inc. has formed the New North Broadband Alliance to work in
4 partnership with counties within New North Inc.'s region, including Outagamie
5 County, to coordinate and align planning activities across the region. Per the terms
6 of the attached Memorandum of Understanding (MOU) between Outagamie
7 County and New North Inc., Outagamie County would receive up to \$10,000 to
8 help compensate for county staff time needed to conduct county responsibilities as
9 outlined in Section 3 of the MOU. Affordable, reliable, high-speed broadband
10 service was identified as one of the key investment targets as part of the county's
11 American Rescue Plan Act (ARPA) implementation and this planning effort will
12 assist in that endeavor. Since the staff time is already budgeted and no additional
13 hours are needed, the budget entry will be to accept the additional funding and
14 reduce the fund balance applied line item.

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16 NOW THEREFORE, the undersigned members of the Finance Committee recommend
17 adoption of the following resolution.

18 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and
19 approve of entering into the attached Memorandum of Understanding (MOU), which by reference
20 is made a part hereof, with New North, Inc. to provide support for the Public Service Commission
21 (PSC) Broadband, Equity, Access and Deployment (BEAD) Local Planning Grant project, and

22 BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does
23 authorize and approve of the Development and Land Services Office to accept and expend \$10,000
24 in BEAD Local Planning Grant funding to help compensate for county staff time needed to conduct
25 responsibilities related to implementation of affordable, reliable, high-speed broadband service,
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BE IT STILL FURTHER RESOLVED, that the Outagamie County Board of Supervisors does authorize and approve of increasing the Development and Land Services, Miscellaneous line item by \$10,000 and decreasing the General Fund Surplus, Fund Balance Applied line item by \$10,000, as detailed in the attached fiscal note, which by reference is made a part hereof, and

BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of this resolution to the Outagamie County Finance Director and the Outagamie County Development and Land Services Director.

Dated this ____ day of April, 2023

Respectfully Submitted,

FINANCE COMMITTEE

Nadine Miller

Chris Croatt

John Cuff

Karen Lawrence

Steve Thiede

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

OUTAGAMIE COUNTY FISCAL NOTE

INTRODUCTION: This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1675), Controller (1674) or Staff Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

1. **Subject:** Accept and Expend Broadband, Equity, Access and Deployment (BEAD) Local Planning Grant

2. **Description:** The Wisconsin Public Service Commission Broadband Office has awarded New North, Inc. a Broadband, Equity, Access and Deployment (BEAD) Local Planning Grant. New North Inc. has formed the New North Broadband Alliance to work in partnership with counties within New North Inc.'s region, including Outagamie, to coordinate and align planning activities across the region. Per the terms of the attached Memorandum of Understanding between Outagamie County and New North Inc., Outagamie County would receive up to \$10,000 to help compensate for county staff time needed to conduct county responsibilities as outlined in Section 3 of the MOU. Affordable, reliable, high-speed broadband service was identified as one of the key investment targets as part of the county's American Rescue Plan Act (ARPA) implementation and this planning effort will assist in that effort. Since the staff time is already budgeted and no additional hours are needed, the budget entry will be to accept the additional funding and reduce the fund balance applied.

Current Year Budget Impact (Check one or more of the following boxes)

Revenues Expenses (Cost) None

- 3. Is the specific cost or revenue included in the current year's budget? yes () no () partially ()
- 4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no () n/a ()
- 5. Is the proposal to accept additional revenues only? yes () no ()
- 6. Does this request modify/adjust the current year budget? yes () no ()
If no, skip to question 8 below.
- 7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING	INCREASE
		COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	(DECREASE) AMOUNT
Dev and Land Services	Miscellaneous	1007300.4510.12	10,000
General Fund Surplus	Fund Balance Applied	1002223.8955	(10,000)

Annual and Long-Term Impact

- 8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes () no () n/a ()
- 9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost N/A
Annual Revenue N/A

Fiscal Note Prepared by: Kevin Englebert/Craig Moser/Brian Massey

For Financial Services purposes only	
Reviewed By: <i>Por</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditures Account Number</u> <u>Amount</u>
Date: <i>4/12/23</i>	
Comments:	

Memorandum of Understanding
Public Service Commission of Wisconsin (PSC)
Broadband, Equity, Access and Deployment (BEAD) Local Planning Grant
Among Outagamie County and New North, Inc.
New North Broadband Alliance

This Memorandum of Understanding (MOU) is made and entered into by and between Outagamie County and New North, Inc. (New North) in order to provide support for the PSC BEAD Local Planning Grant (project).

1. PURPOSE

- a. Outagamie County and New North agree to work together in a collaborative spirit and negotiate in good faith on tasks and deliverables required for the execution of the project for the purposes of providing reports for inclusion in Wisconsin Public Service Commission Broadband Office Broadband Equity, Access, and Deployment (BEAD) Five-Year Action Plan as part of the Federal Bi-Partisan Infrastructure BEAD Program.
- b. To be successful both New North and Outagamie County agree to invest time and resources to prepare and plan to improve broadband access locally and throughout the region.

2. TIMEFRAME

- a. This MOU shall be effective for the time-period **beginning on the signing of this document and ending on July 1, 2024, which may be continued with the consent of both entities.**
- b. This MOU may be extended, with the consent in writing of both parties, to cover other grants or joint activities such as USDA Broadband grants.

3. COUNTY ROLES AND RESPONSIBILITIES

To ensure joint success, Outagamie County shall make its staff, community representatives, volunteers and other resources available to provide the services as outlined:

- a. Identify a "Broadband Champion" to act as the main point of contact. This person will:
 - i. Act as the conduit between New North and Outagamie County
 - ii. Attend/Participate in regional and state (if needed) Broadband Champion collaborative meetings (frequency TBD)
 - iii. On behalf of Outagamie County interact with: WI-PSC, WEDC, UW-Extension, utilities and other entities as required
- b. Reach out to stakeholders in the community, which will likely include the creation or continuation of a County Broadband Committee or Task Force;
 - i. Hosting of events to discuss broadband and barriers to adoption;
 - ii. Identifying existing broadband activity in support of the vision and goals
- c. Assist and/or collaborate to provide content, reports, information as needed to complete project and activities as outline by county through agreed performance period
 - i. Continue GIS mapping provided by GEO Partners and paid for by WEDC along with other speed testing that each county currently provides

- ii. Provide overlay mapping of the various mapping tool results
- iii. Submission of an invoice for the full amount of the award to New North as request for reimbursement
- d. Participate in regional-level community visioning and goal setting
- e. Begin planning and preparation work for possible local and/or regional BEAD grant applications
- f. Facilitate broadband related speed tests and/or surveys at the discretion of each county

4. NEW NORTH ROLES AND RESPONSIBILITIES

New North shall make its staff resources available to provide the services as outlined:

- a. Perform as Fiscal Agent to PSC – financial management and auditing
- b. Function as the Regional point of contact and act as the conduit for information sharing to and from the region
- c. Lead regional “Broadband Champion” collaborative meetings (frequency TBD)
- d. Coordinate, communicate, share and/or facilitate broadband planning grant related activities statewide
- e. Assist with meeting planning and convening of partners, as needed
- f. Assist with access to mapping tools through GEO Partners or other entities
- g. Assist with use of existing broadband information such as the New North regional Broadband study, Microsoft’s Equity information and other existing data sources, demographic data
- h. Assist with data collection, primarily acting as a broadband library and information access coordination
- i. Provide the WI-PSC report outline or work with partners to create an outline for the initial regional 5yr plan broadband plan
- j. Include Broadband Workforce Planning reports and Digital Equity Reports as part of overall regional submission
- k. Coordinate the dissemination of WEDC’s Broadband Toolkit and UW Extension’s educational material/technical assistance
- l. Submit the required deliverables to PSC by June 19, 2023

5. REPORTING REQUIREMENTS

New North shall

- a. Administer funds and submission of related request for payment requirements
- b. Consolidate, prepare and submit required regional documentation and reports as per PSC grant agreement:
 - i. Required deliverables by June 19, 2023
 - ii. Interim Project Status Report
 - iii. Final Project Status Report

Outagamie County shall

- a. Provide all initial information generated by Outagamie County for the PSC BEAD Local Planning Grant shall be provided to the New North by Monday, May 29, 2023.
- b. See Also #6 Compensation and Billing

6. Compensation and Billing – Total Allocation \$302,567.25

- a. \$30,000 - New North, Inc. - Project management responsibilities to include contract administration, financing, audit, reporting, state agencies' point of contact
- b. \$225,000 - *\$15,000 to each participating county (15) to help compensate for county responsibilities as noted in Section 3

Amount of individual county award would depend if county decides to use their staff for layered mapping/data aggregation or would want to participate in a shared GIS mapping position for the purposes of this grant along with a shared data-use agreement with the PSC for additional mapping and survey tools through WISR, which New North would facilitate. (\$5,000 of the \$15,000 allocation per county towards these activities)

- i. County would provide New North with an invoice for the amount of \$15,000 or other agreed upon amount. Payment of invoice will be made upon receipt of findings for report completion (May 29, 2023 or sooner).
- c. \$47,567.25 - New North's Broadband Alliance Activities - available for additional mapping, data collection, and reporting activities as agreed upon by participating counties
- d. At Counties discretion, New North can act as a coordinator to pool funds for additional Broadband related activity such as multi-county mapping, survey and/or outreach efforts.

7. Amendments, Renewal & Termination

- a. This MOU and its provisions may be modified or amended only by written mutual agreement of the parties at any time during the effective time period.
- b. The termination of this agreement can be initiated by any of the parties with the provision of a 30-day written notice stating the reasons for termination. Parties shall negotiate in good faith prior to termination.
- c. Termination, or non-participation does not eliminate the Monday, May 29, 2023 reporting requirement. Outagamie County shall be compensated by New North for work complete up to, and through the termination date.

8. Acceptance of Terms

This MOU and its conditions, terms and expectations are hereby agreed upon and will be upheld to the highest of standards.

Name, Title, County, Date

Barb LaMue, President & CEO, New North, Inc., Date

APPROVED AS TO FORM:

Kyle J. Sargent
Corporation Counsel
Outagamie County
Date Approved: 4/12/23