

**RICHARD T. BISSEN, JR.**  
Mayor

**JOSIAH K. NISHITA**  
Managing Director



**OFFICE OF THE MAYOR  
COUNTY OF MAUI  
200 SOUTH HIGH STREET  
WAILUKU, MAUI, HAWAII 96793**

[www.maui-county.gov](http://www.maui-county.gov)

February 2, 2024

Honorable Richard T. Bissen, Jr.  
Mayor, County of Maui  
200 South High Street  
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL

22-24  
\_\_\_\_\_  
Mayor Date

For Transmittal to:

Honorable Yuki Lei K. Sugimura, Chair  
Budget, Finance and Economic Development Committee  
Maui County Council  
200 South High Street  
Wailuku, Hawaii 96793

**SUBJECT: BILL 6 (2024), AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE UNIVERSITY OF HAWAII, ON THE HAWAII BROADBAND EQUITY, ACCESS, AND DEPLOYMENT (BEAD) PROGRAM INITIAL PLANNING FUNDS (BFED-49,-58,-59)**

Dear BFED Committee Chair Sugimura:

This letter confirms receipt of Budget, Finance and Economic Development (BFED) Committee letter dated January 31, 2024 regarding Bill 6, as attached, relating to an intergovernmental agreement with the University of Hawaii ("UH") for the Hawaii BEAD Program.

In response to the additional information requested by BFED Committee Chair Sugimura pursuant to the aforementioned BFED letter, the formal response of the Mayor's Office follows:

**1. A status update on the creation of the Outreach Plan.**

**Response:**

Please refer to the County of Maui Community Engagement Action Plan which has been attached for your information.

Per the request of the University of Hawaii in consideration of the foregoing and mutual promises contained in the Memorandum of Agreement (“MOA”) attached as Exhibit “1”, the County of Maui created and submitted an Outreach Plan to the University of Hawaii on July 15, 2023. On July 29, 2023, the County of Maui’s Outreach Plan was submitted to the National Telecommunications and Information Administration (NTIA) by the University of Hawaii.

In addition, as stated in section I.1.A of the MOA, the Outreach Plan shall be updated by the County at least every 6 months to include any additional unanticipated activities. The County broadband team is currently working on the updated Outreach Plan and is due to the University of Hawaii on February 9, 2024 for submittal to the NTIA. This updated Outreach Plan can be provided to the council upon completion if requested.

- 2. MOA reference to July 15, 2023 and July 29, 2023, which are dates that have already passed.**

**Response:**

In acknowledgement of the references to two dates that have already passed, the language in the bill and MOA has been revised. Please see Bill 6 and Memorandum of Agreement (“MOA”) attached as Exhibit “1”.

- 3. Has the County received the \$100,000 from UH to conduct community outreach? If so, has any of the funds been expended?**

**Response:**

The County of Maui has not received the \$100,000 from UH to conduct community outreach. The release of this fund is dependent on the signage of the Memorandum of Agreement between the County of Maui and the University of Hawaii and the authorization of Bill 6.

- 4. Has any community outreach been conducted to date?**

**Response:**

To date, the County of Maui broadband team has organized and facilitated 5 community outreach events. On October 19, 2023, the broadband team supported and participated in Broadband Equity, Access, and Deployment (BEAD) and Digital Equity (DE) presentations at the Moloka’i Library. The team supported and participated in the same presentation on October 27, 2023 at Maui Economic Opportunity (MEO) on Maui. From November 14 to November 16, the broadband team conducted outreach at the Council for Native Hawaiian Advancement (CNHA) Convention on Maui.

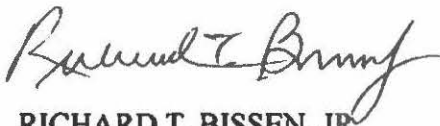
In addition, on November 16, 2023, the County broadband team, members of the University of Hawaii broadband office, and members from the State Department of Business, Economic Development & Tourism (DBEDT) appeared in front of the BFED Committee to present on BEAD and DE initiatives within the State and County.

We appreciate your inquiries. Please be assured that the County of Maui, Mayor's Office is in full compliance with the University of Hawaii's regulations and requirements for community outreach.

The Office of the Mayor's broadband team is firmly supported by on-going community engagement activities by the University of Hawaii's broadband office and DBEDT Digital Equity Office to ensure community representation and identification of digital equity needs are fulfilled.

Mahalo for this opportunity to provide clarity and/or additional information for your review. If you should have any questions, please feel free to contact Jolie Jenkins at (808) 270- 1795.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard T. Bissen, Jr.", written in a cursive style.

RICHARD T. BISSEN, JR.  
Mayor, County of Maui



**RICHARD T. BISSEN, JR.**  
Mayor

**JOSIAH K. NISHITA**  
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ORDINANCE NO. \_\_\_\_\_

BILL NO. \_\_\_\_\_(2024)

**A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF  
THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL  
AGREEMENT WITH THE UNIVERSITY OF HAWAII, REGARDING THE HAWAII  
BROADBAND EQUITY, ACCESS, AND DEPLOYMENT (BEAD) PROGRAM  
INITIAL PLANNING FUNDS**

**BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:**

**SECTION 1. Purpose.** The University of Hawaii (“University”) has been tasked with leading the State of Hawaii (“State”) to build out a robust, reliable and affordable fiber broadband infrastructure to every community and guarantee accessibility for every resident. The University will provide funds to the County in the amount of \$100,000, with the potential for additional funding, if necessary, to conduct community outreach and engagement throughout the County to better identify and understand the community’s technology priorities and needs. The University and the County will create an Outreach Plan to be incorporated into a Five-Year Action Plan to establish the goals and priorities for the State relating to the implementation of the Broadband Equity And Development (BEAD) Program as more fully described in the Memorandum of Agreement (“Agreement”), attached hereto as Exhibit “1” and incorporated herein.

Section 2.20.020, Maui County Code, provides that, unless authorized by ordinance, the Mayor shall not enter into any intergovernmental agreement or any amendment thereto which places a financial obligation upon the county or any department or agency thereof.

SECTION 2. Council Authorization. Pursuant to Section 2.20.020 Maui County Code, the Council of the County of Maui hereby authorizes the Mayor to execute the Agreement, all other necessary documents relating to the Agreement, and amendments thereto.

The Council agrees to authorize the Mayor or his authorized representative to execute the Broadband Equity attached as Exhibit "1" and all other necessary documents relating to the Agreement, and any amendments thereto.

SECTION 3. Effective date. This ordinance takes effect upon its approval.

APPROVED AS TO FORM  
AND LEGALITY:



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KRISTINA C. TOSHIKIYO  
Deputy Corporation Counsel  
County of Maui

LF 2023-1157  
2024-01-03 Ord IGA UH BEAD

# EXHIBIT "1"

## MEMORANDUM OF AGREEMENT

### UNIVERSITY OF HAWAII AND COUNTY OF MAUI

#### REGARDING SUPPORT AND IMPLEMENTATION OF THE

#### HAWAII BROADBAND, EQUITY, ACCESS, AND DEPLOYMENT (BEAD) INITIAL PLANNING FUNDS

I. This Memorandum Of Agreement (“MOA”) is entered into this \_\_\_ day of \_\_\_\_\_, 2023 between the UNIVERSITY OF HAWAII (UNIVERSITY), and the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose principal place of business and mailing address is 200 South High Street, Wailuku, Maui, Hawaii 96793 (“COUNTY”) and together with the UNIVERSITY, the “PARTIES”.

#### RECITALS

WHEREAS, the UNIVERSITY has been tasked with leading the State of Hawaii (“STATE”) to build out a robust, reliable and affordable broadband infrastructure to every community and guarantee accessibility for every resident;

WHEREAS, the UNIVERSITY’S work on infrastructure elements will be closely accompanied by thoughtfully implemented digital equity programs to promote the necessary digital skills development for residents, enhancement of our local workforce, and stimulation and diversification of our state’s economy;

WHEREAS, the COUNTY’s mission is to prioritize and support digital equity to ensure individuals and communities have affordable access to computer devices, high-speed internet, and the knowledge and skills to use them effectively;

WHEREAS, community outreach and engagement at the county level helps better identify and understand the community’s technology priorities and needs, fosters support for ensuring every community can access high-speed internet, includes diverse expertise and experiences from those most impacted by the digital divide, encourages transparency which builds trust, and establishes a feedback mechanism to capture additional input necessary for subsequent detailed planning and implementation efforts; and

WHEREAS, it is of mutual interest and advantage to the PARTIES to collect and analyze community data and input in order to develop and implement a successful plan to achieve internet access and digital literacy skills for all of Hawaii’s residents.

NOW THEREFORE, in consideration of the foregoing and mutual promises and covenants contained in this MOA, the PARTIES agree as follows:

1. COUNTY will be responsible for:
  - A. Working with the UNIVERSITY to create a detailed Outreach Plan, to be incorporated into the Five-Year Action Plan. The Five-Year Action Plan, written by the UNIVERSITY, establishes the goals and priorities for the State relating to broadband and implementation of the Broadband Equity And Development (BEAD) Program, is required by the National Telecommunications and Information Administration (NTIA), and was due on July 29, 2023. The Outreach Plan will define activities, tactical strategies of engagement, a timeline, and measurements. The Outreach Plan was finalized and submitted by July 15, 2023. The Outreach Plan shall be updated by the County at least every 6 months to include any additional unanticipated activities.
  - B. Implementing the Outreach Plan with adjustments to the plan that reflect ongoing feedback from government and community partners. Including but not limited to (1) Community meetings and events (2) Project communications, and (3) Media outreach and engagement. The activities shall inform the county-wide population of the State's broadband efforts, and shall ensure that the project has broad and diverse community inputs to inform the most inclusive planning, design and implementation efforts supported by the public funds.
  - C. Meet monthly with the UH broadband team to provide progress reports and updates. Monthly written reports shall include but not be limited to spending, activities, data and other qualitative metrics on community engagement activities. Including but not limited to information included in ATTACHMENT A.
  - D. Provide support as needed, requested, and agreed upon in writing.
  - E. Expend the one hundred thousand (\$100,000) provided by UNIVERSITY in accordance with the guidelines set forth by the NTIA for the BEAD program (ATTACHMENT B - pg. 24-25), terms and conditions applicable to contract and purchase orders under federal grants (ATTACHMENT C), Federal, University of Hawaii, state and County statutes, rules and regulations. With the understanding that additional funding may be received by the COUNTY if agreed upon by both parties.



2. The UNIVERSITY will be responsible for:
  - A. Providing the COUNTY the sum of one hundred thousand dollars (\$100,000) to be expended for the purposes outlined in this AGREEMENT. Additional funding may be provided to the COUNTY if agreed upon by both parties.
  - B. Overseeing and coordinating statewide broadband implementation efforts funded by multiple Federal programs to ensure all of Hawaii's citizens have access to robust, reliable, and affordable internet services.
  - C. Acting as the liaison between the stakeholders including (1) Federal, (2) State, (3) Counties, and (4) other organizations and nonprofits.
  - D. Providing materials and messages that can be used for community engagement activities including attending community engagement activities, supporting statewide messaging efforts, and access to Salesforce Marketing Cloud.
  - E. Monitoring and providing regular reporting and status updates as required to the State of Hawaii Department of Budget and Finance.
  - F. Provide support as needed, requested, and agreed upon in writing.
  - G. Except as otherwise provided by law, any action taken by the COUNTY to implement its responsibilities under the MOA shall be within COUNTY's sole discretion.
  - H. In the event that any provision of this MOA or the application thereof to any person or circumstance is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the validity of this MOA as a whole or the validity of any remaining provision or application thereof which can be given effect without the invalid, illegal, or unenforceable provision or application, and to this end, the provisions of this MOA are severable.
3. This MOA shall be in force until December 31, 2024; provided that either party may terminate this MOA by providing thirty (30) days written notice to the other party. This MOA may be extended by mutual written agreement for three (3) additional (1) year periods.

[EXECUTION PAGE TO FOLLOW]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed the Memorandum of Agreement per the below signatures:

By:

*Garret T. Yoshimi*                      1/11/2024  
(Signature)                                      (Date)

Garret Yoshimi  
Vice President for Information  
Technology/CIO  
University of Hawai'i System

\_\_\_\_\_  
(Signature)                                      (Date)

Richard T. Bissen, Jr  
Mayor  
County of Maui

Approved as to form and legality:

\_\_\_\_\_  
Kristina C. Toshikiyo  
Deputy Corporation Counsel  
County of Maui

ATTACHMENT A  
ATTACHMENT B  
ATTACHMENT C

## ATTACHMENT A

### Reporting Requirements: via google form

1. Spending - University of Hawaii Agreement for Services
2. Engagement Title/Description
3. Engagement Date
4. Engagement Location
  - a. Street Address
  - b. City
  - c. Zip-5
5. Target Audience
6. # Engaged\*
7. Audience Reached: (include all that apply)\*
  - a. Individuals who live in unserved locations - broadband-serviceable location that the FCC National Broadband DATA Maps show as (a) having no access to broadband service, or (b) lacking access to Reliable Broadband Service offered with - (i) a speed of less than 25 Mbps for downloads; and (ii) a speed of less than 3 Mbps for uploads; and (iii) latency greater than or equal to 100 milliseconds (NOFO Section I.C.dd).
  - b. Individuals who live in underserved locations - broadband-serviceable location that is (a) not an unserved location, and (b) that the FCC National Broadband DATA Maps show as lacking access to Reliable Broadband Service offered with - (i) a speed of not less than 100 Mbps for downloads; and (ii) a speed of less than 20 Mbps for uploads; and (iii) latency greater than or equal to 100 milliseconds (NOFO Section I.C.bb).
  - c. Individuals who live in covered households - The term “covered household” means a household, the income of which for the most recently completed year is not more than 150 percent of an amount equal to the poverty level, as determined by using criteria of poverty established by the Bureau of the Census.
  - d. Aging Individuals - The term “aging individual” means an individual who is 60 years of age or older.
  - e. Incarcerated Individuals, other than individuals who are incarcerated in a Federal correctional facility.
  - f. Veterans - The term “veteran” means a person who served in the active military, naval, air, or space service, and who was discharged or released therefrom under conditions other than dishonorable.
  - g. Individuals with Disabilities - The term “disability” means, with respect to an individual, a physical or mental impairment that substantially limits one or more major life activities of such an individual; a record of such an impairment; or Being regarded as having such an impairment.
  - h. Individuals with a language barrier, including - are English learners; and have low levels of literacy.
  - i. Individuals who are members of a racial or ethnic minority group.
  - j. Individuals who primarily reside in a rural area - The term “rural area” means any

area other than - a city or town that has a population of greater than 50,000 inhabitants; any urbanized area contiguous and adjacent to a city or town that has a population of greater than 50,000 inhabitants; and in the case of a grant or direct loan, a city, town, or incorporated area that has a population of greater than 20,000 inhabitants.

8. Attendee list\*
9. Agenda
10. Event Debrief/summary including follow up items

\*Best effort to collect information with the understanding there may be cases where attendees may wish to not disclose information or walk-in individuals may be missed.

## ATTACHMENT B

NTIA - Notice of Funding Opportunity (NOFO)

<https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

1. Research and data collection, including initial identification of unserved locations and underserved locations consistent with the rules, regulations, and processes the Commission has established for making these determinations in the Broadband DATA Maps;
2. The development of a preliminary budget for pre-planning activities;
3. Publications, outreach, and communications support related to broadband planning, deployment, mapping, equity and adoption;
4. Providing technical assistance to potential subgrantees, including through workshops and events;
5. Training for employees of the broadband program or office of the Eligible Entity or employees of political subdivisions of the Eligible Entity, and related staffing capacity or consulting or contracted support to effectuate the goals of the BEAD Program;
6. Establishing, operating, or increasing capacity of a broadband office that oversees broadband programs and broadband deployment in an Eligible Entity;
7. Asset mapping across the Eligible Entity to catalogue broadband adoption, affordability, equity, access and deployment activities occurring within the Eligible Entity;
8. Conducting surveys of unserved, underserved, and underrepresented communities to better understand barriers to adoption;
9. Costs associated with meeting the local coordination requirements in Section IV.C.1.c of this NOFO including capacity building at the local and regional levels or contracted support;
10. Reasonable post-NOFO, pre-Initial Planning Funds expenses in an amount not to exceed \$100,000 relating to the preparation of program submissions to NTIA (such as the Letter of Intent) or adding additional capacity to State or Territorial broadband offices in preparation for the BEAD Program may be reimbursed if they are incurred after the publication date of this NOFO and prior to the date of issuance of the grant award from NTIA;<sup>27</sup> and
11. Other uses approved in advance writing by the Assistant Secretary (including in response to an Eligible Entity's request) that support the goals of the Program

**TERMS AND CONDITIONS  
APPLICABLE TO CONTRACTS AND PURCHASE ORDERS (UNDER FEDERAL GRANTS)**

The following requirements only apply if they are applicable to the purchase:

1. **ANTI-KICKBACK ACT (40 U.S.C. 3145).** For construction or repair projects in excess of \$2,000, the contractor/subcontractor/vendor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).
2. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148).** For construction projects in excess of \$2,000, the contractor/subcontractor/vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148), as supplemented by Department of labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
3. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).** For all projects in excess of \$100,000 that involve the employment of mechanics or laborers, the contractor/subcontractor/vendor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
4. **RIGHTS TO INVENTIONS.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a), and the contractor/subcontractor enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the contractor/subcontractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and implementing regulations issued by the awarding agency.
5. **ANTI-LOBBYING (31 U.S.C. 1352).** If this purchase is more than \$100,000, the contractor/subcontractor/vendor (each tier) must certify that it will not or has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee or any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The contractor/subcontractor/vendor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
6. **DEBARMENT AND SUSPENSION.** In accordance with Executive Orders (EO) 12549 and 12689, "Debarment and Suspension," a purchase of more than \$25,000 must not be made from a contractor/subcontractor/vendor that is debarred, suspended, or proposed for debarment. For purchases of more than \$25,000, the contractor/subcontractor/vendor shall certify that it is or is not debarred, suspended, or proposed for debarment by the Federal Government or the project shall check the System for Award management (SAM) at <https://www.sam.gov/SAM/>. Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR 620, entitled "Responsibilities of Participants Regarding Transactions". The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. The recipient is also responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment.
7. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
8. **CLEAN AIR ACT (42 U.S.C. 7401-7671q) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED.** For contracts and subgrants of amounts in excess of \$150,000, the recipient shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. **RIGHT TO AUDIT.** For all negotiated purchases of more than \$150,000, the contractor/subcontractor/vendor agrees that RCUH, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to and the right to examine any pertinent books, documents, papers and records of such contractor/subcontractor/vendor involving transactions related to this purchase.
10. **TRAFFICKING IN PERSONS.** For subawards (pursuant to 22 U.S.C. 7104(g)), the subrecipient shall comply with the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as implemented by 2 CFR 175.
11. **TERMINATION FOR CAUSE (VIOLATION/BREACH) OR CONVENIENCE OF RCUH.** For all purchases in excess of \$10,000, if a termination clause indicating RCUH's ability to terminate for cause and convenience is not included as part of the terms or contract associated with the purchase, [clause 18](#) of RCUH Attachment 31 (General Terms and Conditions Applicable to All Purchase Orders) shall apply to the purchase.
12. **PROCUREMENT OF RECOVERED MATERIALS.** All contractors/subcontractors/vendors must comply with 2 CFR § 200.323.
13. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** All contractors/subcontractors/vendors must comply with 2 CFR § 200.216.
14. **DOMESTIC PREFERENCES FOR PROCUREMENTS.** All contractors/subcontractors/vendors must comply with 2 CFR § 200.322.

**County of Maui**  
**Community Engagement Action Plan Template**  
(to be incorporated into the Five-Year Action Plan)

**Point of Contact**

**Laksmi Melelani Abraham**

*Executive Assistant & Legislative Liaison to the Mayor*

Office of the Mayor, County of Maui

808.270.6217 | [laksmi.m.abraham@mauicounty.gov](mailto:laksmi.m.abraham@mauicounty.gov)

**Community Engagement Objectives**

1. Share broadband information with the public about BEAD and Digital Equity programs.
2. Identify individuals who are unserved/underserved (no access or outdated and slow access to home) on Maui, Moloka‘i, and Lāna‘i.
3. Identify community organizations or Community Anchor Institutions, schools and libraries that could become digital hubs for the community and should be fully wired with broadband access.

**Description of Activities**

The County of Maui’s Community Engagement Action Plan for BEAD in the first year is divided into three phases: *Planning, Delivery, and Post-Delivery*.

***Planning:*** The County of Maui outlines the following activities required to develop an effective strategy and delivery of the Community Engagement Action plan (“CE”) for the Broadband Equity, Access, and Deployment initiative and ensure smooth coordination with the University of Hawai‘i, relevant organizations, and stakeholders. Additionally, the County aims to establish a clear event calendar and communication plan to promote the CE initiative effectively.

- *Develop Overall Strategy for CE.* Developing an overall strategy for the Community Engagement initiative is the first step. This includes conducting research on best practices, identifying potential areas of focus for the initiative, identifying key stakeholders, and the formulation of the Maui County Digital Equity Coalition [“MCDEC”]. The strategy should outline the goals, objectives, and key performance indicators (KPIs) for the CE program.
- *Identify Community Partners & Organizations for CE.* It is crucial to identify community partners and organizations (i.e. community associations or community anchor institutions) that can play a significant role in the successful delivery of any CE. This includes the formulation of MCDEC which comprises community leaders and navigators who will aid the County in the planning, design, and delivery of any CE. These community leaders or community navigators can come from various sectors that are deeply connected to the community and understand grassroots activity deployment.

- *Conduct Meeting with MCDEC.* Once formed, organizing regular meetings with MCDEC will be essential in seeking support, and collaborating on the implementation of any CE. Meeting will include presenting the overall strategy, discussing CE best practices, identification of community anchor institutions and leaders, and exploring opportunities for partnerships. The aim is to increase understanding of allowable BEAD funding uses, align BEAD CE with current community gatherings and initiate a mechanism for community to direct the use of BEAD funding.
- *Request for Agency Budget and Plan.* To ensure the successful implementation of the CE initiative, it is necessary to secure a budget and a plan with the University of Hawai'i ("University"). This activity involves preparing a Memorandum of Agreement between the County and the University. The agreement must be signed and approved by both parties prior to any community engagement activity being done.
- *Complete Fund Review, Approval, and Release.* The County will prepare a budget and plan proposal and share with the University for approval. This activity involves presenting the proposal to the relevant decision-makers, addressing any queries or concerns, and seeking their approval. Upon approval, the funds allocated for the CE activities will be released, enabling its execution.
- *Create an Event Calendar Plan.* Developing an event calendar is crucial to plan and organize CE activities, workshops, conferences, and BEAD awareness campaigns. This activity involves identifying key milestones, establishing timelines, and allocating resources accordingly. The event calendar plan will prioritize alignment with key community organizations' regularly scheduled outreach and events.
- *Develop a Communication Plan.* A crucial element in any CE activity is a well-defined communication plan that will be utilized to disseminate information about the BEAD initiative, engage stakeholders, and raise awareness among the general public. This activity involves identifying the target audience, determining the appropriate communication channels (such as websites, social media platforms, press releases), the appropriate tools for gathering data, and creating engaging content. The plan should also include a mechanism for monitoring feedback and evaluating the effectiveness of communication efforts.

The County believes that by following these activities, the planning for the CE initiative can be effectively executed, ensuring a clear strategy, active engagement with stakeholders, proper allocation of resources, and successful communication of the initiative's objectives and benefits. From a timeline perspective, these activities must be carried out three months prior to the start of CE activities.

**Delivery:** In collaboration with trusted partners and community navigators, the County will conduct CE activities in targeted areas throughout Maui County. To ensure organized CE are delivered across the county, the following activities will be observed:



- *Conduct Pre-event Briefing.* The pre-event briefing deliverable encompasses preparing and conducting a comprehensive briefing session before the main event. This activity involves gathering relevant information, developing presentations or materials, and organizing a meeting with key stakeholders, participants, and volunteers. The deliverable will consist of a detailed agenda, informative presentations, and supporting documents that effectively communicate the objectives, schedule, and expectations of the event. An overall pre-event CE briefing will ensure that all stakeholders and partners understand the effort.
- *Deploy External Communication.* As part of the overall communication plan and strategy, the University will develop external communication deliverables required to reach external stakeholders, including community organizations and distinct community groups including ESL materials. The County will assist by providing the necessary information specific to the event, and distribute the message through its owned-media channels. This activity may include creating press releases, media kits, and engaging with media to promote the event and generate interest. The deliverable will comprise a collection of media materials, such as press releases, media contacts, and social media posts, which effectively communicate the event purpose, date, location, and key highlights in multiple languages.
- *Facilitate Community Engagement Events.* CE activities will involve local community's participation. Events will be held with the purpose of information sharing and data collection. Facilitation may include leading breakout sessions to answer community member questions and providing an opportunity for community member feedback. This feedback and the corresponding physical address will be recorded to provide data on those who are unserved and underserved. The deliverable will consist of detailed event plans, including the agenda, venue information, participant registration details, and any supplementary materials required. The County plans to conduct 1-2 CE events each month for a period of 4 months in targeted locations.

The County believes that through these activities, successful implementation of CE events across the island will support the State's BEAD proposal. The pre-event briefing will ensure all stakeholders are well-informed, the external communication efforts will generate awareness and interest, community engagement events will foster active involvement and generate input, and speed testing will provide valuable insights that will identify areas in need of broadband services, and further validate the current FCC map. From a timeline perspective, these activities will run for 4 months prior to the submission of the State's BEAD Initial Proposal.

***Post-Delivery:*** After every CE implementation, subsequent evaluation and reporting will be done to determine the success of the event, identify gaps in the delivery, provide recommendations for future CE events, and share learnings with the community and the State.

- *Complete and Finalize Report.* The County will document and summarize the community engagement activities and outcomes throughout the duration of the initiative. This activity includes gathering data, compiling progress reports, and analyzing the impact of community engagement efforts. The deliverable will consist of a comprehensive report

that highlights the key community engagement activities, their outcomes, challenges encountered, and lessons learned. It will provide a detailed account of the engagement initiatives undertaken and their effectiveness in achieving the desired objectives. In particular, the report will include address level identification of broadband serviceable locations that are either unserved or potentially underserved.

- *Gather Evaluation and Feedback.* The evaluation and feedback deliverables focus on assessing the success and effectiveness of the community engagement activities. This activity includes designing evaluation mechanisms, such as surveys, questionnaires, or interviews, to gather feedback from community members and stakeholders. The deliverable will include an evaluation report that analyzes the feedback received, identifies strengths and areas for improvement, and provides recommendations for enhancing future community engagement initiatives. It will capture the perspectives and experiences of the participants and stakeholders, providing valuable insights for future planning and decision-making.
- *Final Engagement Report.* This activity entails preparing a comprehensive report that summarizes the community engagement efforts undertaken during the period. The report will be provided to the University as part of the State BEAD 5-Year Initial Proposal.

### **Timeline of Activities**

The CE activities aforementioned will run for 7 months from June through December. The activities coincide with the NTIA BEAD schedule with Award announcement in June and Initial Proposal due in December.

- Pre-planning. June through mid-August.
- Delivery. Mid-August through mid-November
- Post-Delivery. Mid-November through December.

A detailed timeline will be developed by the county's Broadband Equity & Engagement Specialist to reflect these activities, and reviewed by the MCDEC before implementation.

### **Metrics and Measurement**

The County will conduct assessment and evaluation of all community engagement activities to determine the success and efficacy of various CE events, which will utilize the following Key Performance Indicators and metrics:

- **Attendance/Participation Rate:** Measure the number of individuals who attended or actively participated in the community engagement activities. This could include events, meetings, workshops, or online interactions.
- **Reach/Impressions:** Assess the number of people exposed to the community engagement initiatives through various channels such as social media, email newsletters, website visits, or traditional media coverage.

- **Feedback/Satisfaction Surveys:** Conduct surveys or feedback forms to gather participants' opinions and satisfaction levels regarding the community engagement activities. This can provide insights into the quality and impact of the initiatives.
- **Social Media Engagement:** Evaluate the level of engagement on social media platforms, including likes, shares, comments, and mentions related to the community engagement initiatives. This can indicate the reach and impact of the activities in the online community.
- **Volunteer/Supporter Recruitment:** Measure the number of new volunteers or supporters who joined or contributed to the community engagement efforts. This demonstrates the ability to attract and retain individuals interested in the cause.
- **Media Mentions/Press Coverage:** Monitor the media coverage received for the community engagement initiatives. This could include articles, interviews, or press releases in local newspapers, radio, television, or online platforms.
- **Partnerships/Collaborations:** Assess the number and quality of partnerships or collaborations established with other organizations or stakeholders as a result of the community engagement efforts. This indicates the ability to build relationships and leverage resources.
- **Time and Resource Allocation:** Track the time, effort, and resources invested in planning, organizing, and executing community engagement activities. This helps evaluate the cost-effectiveness and efficiency of the initiatives.
- **Long-term Impact/Outcomes:** Assess the community engagement efforts by assessing the changes to the current FCC map based on the feedback and data gathered.

Not all KPIs and metrics mentioned above will be utilized. It will depend on the context and nature of the engagement activities.

*\*Note: This document will be updated every six months to reflect new information and the different stages of the BEAD program. For example, the current stage between July 2023-October 2023 is essentially, Get out the Word, Check the Maps. In November, the focus will shift to sharing the Initial Proposal and sharing the upcoming Challenge Process (2024).*



## BFED Committee

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**From:** Michelle Santos <Michelle.Santos@co.maui.hi.us>  
**Sent:** Friday, February 2, 2024 1:17 PM  
**To:** BFED Committee  
**Cc:** Cynthia Sasada; Jolie Jenkins; Josiah Nishita; Keanu LauHee; Leo Caires; Louise Batoon; Pili Nahooikaika  
**Subject:** Re: MT#10493 Bill 6  
**Attachments:** MT#10493-BFED Committee.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Resending transmittal with correction of the County Seal.

Thanks  
Michelle

**NOTE: PLEASE DO NOT FORWARD MY EMAIL TO ANYONE OUTSIDE OF THE COUNTY OF MAUI. YOU MAY CLICK ON THE ATTACHMENT ITSELF AND CREATE YOUR OWN EMAIL TO FORWARD THE DOCUMENT TO ANOTHER PERSON OUTSIDE OF THE COUNTY.**

*Michelle L. Santos*

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phone: (808) 270-7855  
fax: (808) 270-7870

>>> Michelle Santos 2/2/2024 12:32 PM >>>

Attached is a response from the Mayor regarding Bill 6.

Mahalo  
Michelle

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*Michelle L. Santos*

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