



SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

Regular Board Meeting Agenda

Thursday 10 June 2021

1:30 – 4:00 pm

Remote Meeting Only

Zoom Meeting ID: 964 1237 6617

<https://zoom.us>

- I. Introductions
- II. Public Comment – 5 minutes per person
- III. Consent Agenda
 - a. April 2021 Board Minutes
 - b. March 2021 Financials
 - c. April 2021 Financials
- IV. Presentation
 - a. APRA Funding for Broadband Presentation
- V. Discussion Items
 - a. 2022 Dues
 - b. ARPA Funding Discussion
- VI. Decision Items
 - a. Audit Extension Request
 - b. July Special Meeting
 - c. Approval to apply for Transit Coordination Grant
 - d. Approval to apply for DOLA Broadband Grant
 - e. Approval of Contract for CDL Program Development
 - f. Approval of Contract for Digital Literacy and Workforce Upskilling
 - g. Approval of Contract for All Hazards Coordinator
 - h. Ratification of Letters of Support
 - Southwest Colorado Outdoor Recreation Alliance
 - Ratification of letter of support for Senator Bennet CDS
 - i. Ratification of SWCCOG Broadband CDS Request
- VII. Reports (Staff will be available for questions on the written reports)
 - a. Attend Report
 - b. Director's Report
 - c. Broadband Report
 - d. Fiscal Administration Report
 - e. Grant Updates
 - f. Transportation/Transit Report
- VIII. Community Updates (time permitting)

295 Girard Street, Durango, CO 81303

970.779.4592

www.swccog.org

2021-06-07

Introductions

Public Comment

Please limit comments to 5 minutes per person

Consent Agenda

**Southwest Colorado Council of Governments
April Board Meeting
Thursday, 8 April, 2021, 1:30 p.m.
Video Conference**

In Attendance:

David Black – Town of Bayfield
Marsha Porter-Norton – La Plata County
Mike Lavey – City of Cortez
Mark Garcia – Town of Ignacio
Katie Sickles – Town of Bayfield
Shari Pierce – Town of Pagosa Springs
Andrea Phillips – Town of Pagosa Springs
Willy Tookey – San Juan County
John Dougherty – City of Cortez

Staff in Attendance:

Miriam Gillow-Wiles – Southwest Colorado Council of Governments
Jessica Laitsch – Southwest Colorado Council of Governments
Gloria Kaasch-Buerger - Southwest Colorado Council of Governments

Guests in Attendance:

Elizabeth Salkind – Housing Solutions for the Southwest
Heidi Aggeler – Root Policy Research
Mike Segrest – La Plata County
Helen Katich - Senator Hickenlooper’s Office
John Whitney – Senator Bennet’s Office

Introductions

The meeting was called to order at 1:34 p.m.

Public Comment

None.

Consent Agenda

- a. March 2021 SWCCOG Meeting Minutes
- b. February 2021 Financials

Miriam mentioned correction to draft minutes.

Willy Tookey motioned to approve the consent agenda, John Dougherty seconded, unanimously approved.

Presentation

Presentation by Root Policy Research on Regional Housing Study

Heidi described the housing study by the SWCCOG and Housing Solutions for the Southwest and the type of work done by Root Policy Research. Andrea asked about financing for middle income. Marsha noted that the RHA would be looking at its focus moving into the future, but there is concern about being able to adequately address the needs. Shari expressed concern about the availability of single-family housing. Willy mentioned that businesses are struggling

finding workforce due to lack of workforce housing. There was a discussion about housing needs through the region. Marsha asked about innovative strategies being implemented in similar sized communities. Heidi described various efforts throughout Colorado and mentioned that Colorado has particular challenges that they are taking into consideration.

Discussion Items

a. Planning for ARPA funding – regional priorities and coordination
Miriam suggested local jurisdictions coordinate on spending upcoming funds to maximize the overall impact. Andrea mentioned the necessity to look into the requirements of various funding sources. Marsha suggested that a phased discussion and identification of general priorities would be the first step. John Whitney described efforts the Senators will be undertaking to address stated concerns such as seeking flexibility and allowing collaborative efforts. Helen added that feedback is helpful. Staff will work to develop brief summaries of the various funding sources.

Decision Items

a. Contract with RCAC for Economic Development Funding
Miriam described the history of this project and that she is seeking authorization to sign the contract once it is finalized through legal review.

Willy Tookey motioned to authorize the Executive Director to work with legal and the RCAC to develop and sign a contract, Marsha Porter-Norton seconded, unanimously approved.

b. Contract with SCAPE for DOLA Grant for Economic Diversification
Miriam described the project.

John Dougherty motioned to approve the contract with SCAPE, Willy Tookey seconded, unanimously approved.

c. Selection for One Call/One Click development for CDOT 5310 Grant
Miriam described the purpose of the project. Jessica explained that one proposal was received in response to the RFP, Compass Transit Consulting, and the proposal meets the requirements of the RFP and the cost estimate is within the project budget.

Marsha Porter-Norton motioned to enter into a contract with the selected contractor, Willy Tookey seconded, unanimously approved.

Reports

Director's report:

Miriam summarized administrative updates including the new electronic filing system and new employee. She stated that she is working to identify a time to hold a Broadband 101 session and summarized various considerations for public access to the meeting. There was discussion about evening of June 10.

Broadband report:

Miriam described various funding challenges and suggested the COG go through an RFI process to determine potential partnerships ready to go in the event appropriate funding becomes available. She described concerns related to a broadband funding bill at the State.

She suggested shifting the focus to the next section of middle mile to address Pagosa Springs to Durango. Andrea asked about DOLA's perspective on this project. Miriam explained that they had discussed shifting the project west from Pagosa Springs to Durango to help redundancy for the region and that DOLA was more comfortable with this approach. There was discussion about next steps for securing funding.

Fiscal update:

Jessica mentioned that COG staff is helping the All Hazards Advisory Committee with the transition to a new coordinator.

Grant report:

Miriam summarized status of various grant awards and opportunities.

Community updates

David reported that the Town of Bayfield is finishing their water line project. They are hoping to have a parade and fireworks.

Andrea reported that the Town of Pagosa Springs is planning to have July 4 festivities. They opened their maintenance facility. They are working on housing policies to increase number of workforce housing units.

Marsha reported that La Plata County had their first project under the new land use code. They are looking to do public engagement to identify use of ARPA funds. They are working on affordable housing. The weather radar sites have been a complicated project, David suggested looking into a site in the HD mountains. They are creating a wildfire advisory board. Mark asked about the radar site donated by SUIT. Masha replied they are considering one site on tribal land.

Mark reported that the Town of Ignacio is working on an intersection project at Becker and Goddard. He mentioned that he toured a manufacturing facility for manufactured housing which may be a good project locally.

Willy mentioned that San Juan County is still waiting for winter. Their sales tax collections are good. They are doing restoration work on courthouse. Silverton is looking for an administrator and an attorney. They are preparing to do work on the back roads.

Mike reported that the City of Cortez library director resigned and they have appointed an interim. He added that John will be leaving, and they are preparing to interview the top candidates. The Ride the Rockies event will include Cortez and Durango. They are looking at community garden sites. They are planning to have fireworks.

David mentioned the possibility for an in-person meeting. Miriam mentioned that staff had discussed the possibility of having an outdoor meeting in June. Marsha asked if there has been work done on manufactured housing concept. Mark described the facility he had referenced.

John reported that Congress is looking at the American Jobs Plan, they are working to ensure regional priorities are included. He summarized various priorities identified by Senator Bennet and President Biden. He mentioned there has been discussion about ensuring La Plata

County's weather station connects with the National Weather Service, and suggested they reach out if help is needed.

Helen mentioned the Shuttered Venue and Restaurant Revitalization grant funds. Senator Hickenlooper will be hosting a town hall on April 14.

The meeting was adjourned at 3:28 p.m.

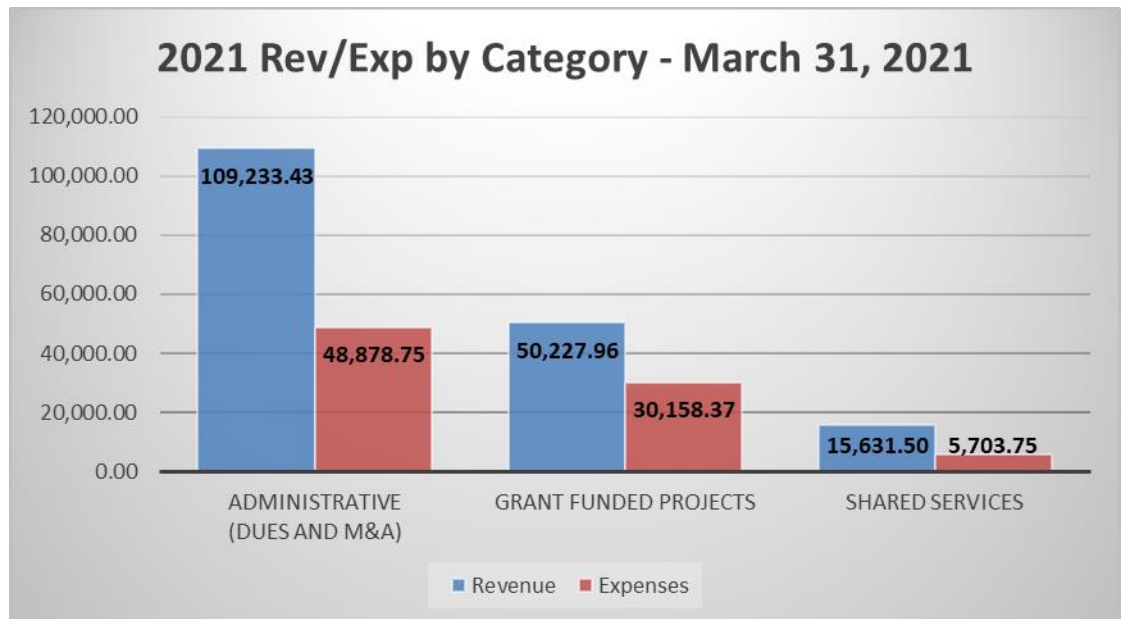
March 2021 Financials

To: SWCCOG Board of Directors
From: Jessica Laitsch
Date: 10 June 2021

Comments: The following reports are attached:

- Balance Sheet as of 31 March, 2021
- Budget vs. Actuals as of 31 March, 2021

Summary:



Fiscal Impact: High, overall financial status of the organization

Legal Review: Not applicable

Staff Recommendation: Approve the March 2021 Financials

Southwest Colorado Council of Governments

Balance Sheet As of March 31, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Alpine Bank	0.00
Alpine Bank Account (UR)	121,845.70
Fiber Equip Fund - Restricted	0.00
Total Alpine Bank	121,845.70
Petty Cash	22.97
AmeriCorps VISTA	110.54
Jessica Laitsch	0.00
Total Petty Cash	133.51
Total Bank Accounts	\$121,979.21
Accounts Receivable	
Accounts Receivable	92,309.48
Total Accounts Receivable	\$92,309.48
Other Current Assets	
Prepaid Expense	0.00
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$214,288.69
TOTAL ASSETS	\$214,288.69

Southwest Colorado Council of Governments

Balance Sheet As of March 31, 2021

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	20,303.62
Total Accounts Payable	\$20,303.62
Credit Cards	
Credit Cards	0.00
Jessica	1,035.00
Miriam	3,059.17
Sara	0.00
Total Credit Cards	4,094.17
Total Credit Cards	\$4,094.17
Other Current Liabilities	
Accrued Wages	0.00
Deferred Revenue	0.00
Payroll Liabilities	1,347.21
457 Retirement Due	3,138.22
CEBT Health Insurance Due	-856.69
Total Payroll Liabilities	3,628.74
Total Other Current Liabilities	\$3,628.74
Total Current Liabilities	\$28,026.53
Total Liabilities	\$28,026.53
Equity	
Opening Balance Equity	0.00
Retained Earnings	38,904.82
Net Income	147,357.34
Total Equity	\$186,262.16
TOTAL LIABILITIES AND EQUITY	\$214,288.69

Southwest Colorado Council of Governments
Budget vs. Actuals: 2021 Budget - FY21 P&L
March 2021

	Total			
	Actual	Budget	Remaining	% Received
Income				
Dues Revenue				
COG Dues	94,096.00	137,081.00	42,985.00	68.64%
SWTPR Contributions	4,156.00	5,342.00	1,186.00	77.80%
Total Dues Revenue	\$ 98,252.00	\$ 142,423.00	\$ 44,171.00	68.99%
Grant Project Income				
All Hazards	26,421.66	156,900.00	130,478.34	16.84%
CDOT Grants				
SWTPR Grant	0.00	11,050.00	11,050.00	0.00%
Transit FTA 5310	0.00	16,000.00	16,000.00	0.00%
Total CDOT Grants	\$ 0.00	\$ 27,050.00	\$ 27,050.00	\$ 0.00
Colorado Health Foundation	20,056.30	0.00	-20,056.30	
DoLA Grants				
DOLA 8824 - 2019 TA		50,000.00	50,000.00	0.00%
DOLA 9149 - 2020 TA		35,000.00	35,000.00	0.00%
DOLA 9318 - 2021 TA		49,000.00	-5.85	0.00%
REDI 20-204		86,000.00	86,000.00	0.00%
Total DoLA Grants	\$ 0.00	\$ 220,000.00	\$ 220,000.00	0.00%
RREO Grant		0.00	0.00	
SWIMT	3,750.00	36,375.00	32,625.00	10.31%
Total Grant Project Income	\$ 50,227.96	\$ 440,325.00	\$ 390,097.04	11.41%
Misc Income	1,170.00		-1,170.00	
Project Administration				
All Hazards M&A	1,918.84	3,100.00	1,181.16	61.90%
CARO		880.00	-6,692.00	0.00%
CDOT Other		24,500.00	-3,825.00	0.00%
Housing Project		5,000.00	5,000.00	0.00%
RHA	5,000.00	10,000.00	5,000.00	50.00%
Rural Community Assistance		15,000.00	15,000.00	0.00%
SJRC&D		10,000.00	10,000.00	0.00%
SWIMT	375.00	3,625.00	3,250.00	10.34%
SWTPR	1,497.59	11,050.00	9,552.41	13.55%
Transit Coordination Grant	1,020.00	14,088.00	13,068.00	7.24%
Total Project Administration	\$ 9,811.43	\$ 97,243.00	\$ 87,431.57	10.09%
SCAN Services				
Aggregation of Connectivity	3,951.00	15,684.00	11,733.00	25.19%
Contract Sharing	0.00	0.00	0.00	
Dark Fiber Leasing	11,590.50	49,674.00	38,083.50	23.33%
Telecom Services	90.00	360.00	270.00	25.00%
Total SCAN Services	\$ 15,631.50	\$ 65,718.00	\$ 50,086.50	23.79%
Total Income	\$ 175,092.89	\$ 745,709.00	\$ 570,616.11	23.48%

	Actual	Budget	Remaining	% Spent
Expenses				
Administrative Costs				
Operating Expenses				
Advertising and Promotion		200.00	200.00	0.00%
Bank Service Charge		200.00	200.00	0.00%
Conference Fee		1,500.00	1,500.00	0.00%
Consulting	56.25	7,500.00	7,443.75	0.75%
Employee/Board Appreciation		100.00	100.00	0.00%
Information Technology (IT)				
Hardware		1,400.00	1,400.00	0.00%
Software	435.00	3,278.00	2,843.00	13.27%
Total Information Technology (IT)	\$ 435.00	\$ 4,678.00	\$ 4,243.00	9.30%
Internet Connectivity		2,340.00		
Meetings		1,000.00	1,000.00	0.00%
Memberships	3,800.00	4,848.00	1,048.00	78.38%
Misc Expense	51.68			
Office Equipment	2,106.18			
Office Supplies		850.00	850.00	0.00%
Postage and Delivery		80.00	80.00	0.00%
Professional Development	145.00	2,000.00	1,855.00	7.25%
Professional Fees				
Audit		6,300.00	6,300.00	0.00%
Legal	54.00	7,000.00	6,946.00	0.77%
Misc.		250.00	250.00	0.00%
Total Professional Fees	\$ 54.00	\$ 13,550.00	\$ 13,496.00	0.40%
Rent	2,100.00	8,400.00	6,300.00	25.00%
Travel		6,250.00	6,250.00	0.00%
Total Operating Expenses	\$ 8,748.11	\$ 53,496.00	\$ 44,747.89	16.35%
Personnel Expense				
Insurance Expense				
General Liability	1,948.89	1,958.00	9.11	99.53%
Health	3,362.91	15,885.00	12,522.09	21.17%
Worker's Compensation	1,419.00	1,432.00	13.00	99.09%
Total Insurance Expense	\$ 6,730.80	\$ 19,275.00	\$ 12,544.20	34.92%
Salary and Wages				
457 Retirement	1,206.36	5,227.58	4,021.22	23.08%
Car Allowance	900.00	3,600.00	2,700.00	25.00%
Cell Phone Allowance	300.00	1,200.00		
Payroll Processing Fee	548.92	1,925.00	1,376.08	28.52%
Payroll Tax	2,296.48	11,173.95	8,877.47	20.55%
Total Salary and Wages	\$ 33,399.84	\$ 153,816.05	\$ 120,416.21	21.71%
Total Personnel Expense	\$ 40,130.64	\$ 173,091.05	\$ 132,960.41	23.18%
Total Administrative Costs	\$ 48,878.75	\$ 226,587.05	\$ 177,708.30	21.57%
Project Costs				
All Hazards Projects	1,106.10	156,900.00	155,793.90	0.70%
Grant Funded Consulting		282,000.00	282,000.00	0.00%
Local Foods	20,056.30	0.00	-20,056.30	

	Actual	Budget	Remaining	% Spent
Shared Services Expenses				
Fast Track	1,650.00	6,600.00	4,950.00	25.00%
Forethought.	3,105.00	12,000.00	8,895.00	25.88%
SCAN Dark Fiber Lease	948.75	11,698.50	10,749.75	8.11%
Total Shared Services Expenses	\$ 5,703.75	\$ 30,298.50	\$ 24,594.75	18.83%
SWIMT	8,582.93	36,375.00	27,792.07	23.60%
SWTPR	413.04	11,050.00	10,636.96	3.74%
Total Project Costs	\$ 35,862.12	\$ 516,623.50	\$ 480,761.38	6.94%
Total Expenses	\$ 84,740.87	\$ 743,210.55	\$ 658,469.68	11.40%
Net Income	\$ 90,352.02	\$ 2,498.45		

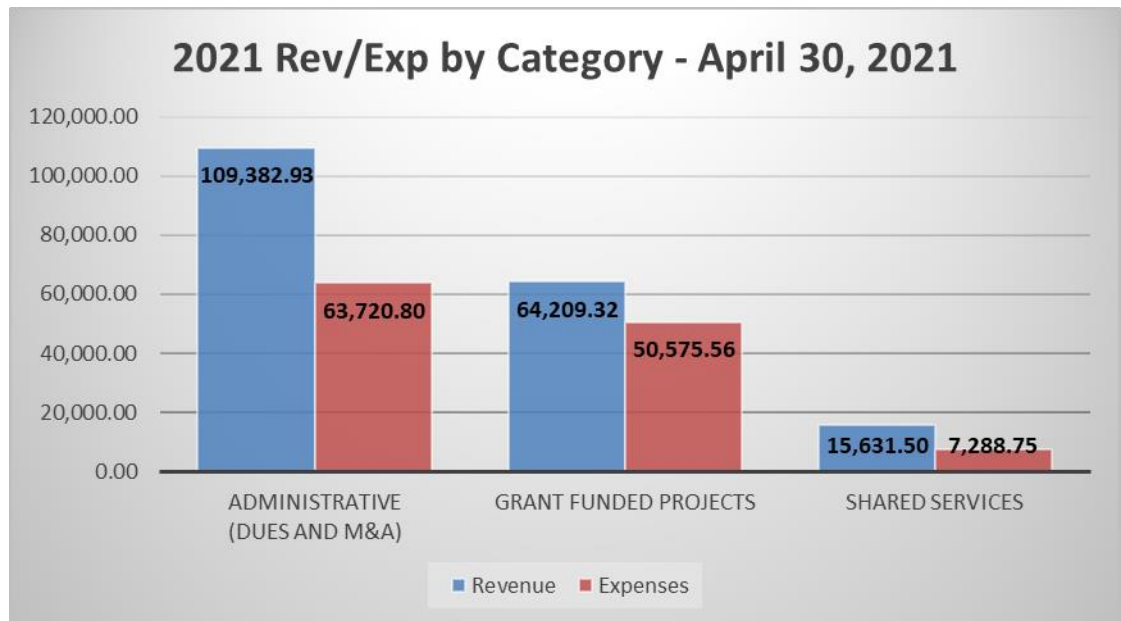
April 2021 Financials

To: SWCCOG Board of Directors
From: Jessica Laitsch
Date: 10 June 2021

Comments: The following reports are attached:

- Balance Sheet as of 30 April, 2021
- Budget vs. Actuals as of 30 April, 2021

Summary:



Fiscal Impact: High, overall financial status of the organization

Legal Review: Not applicable

Staff Recommendation: Approve the April 2021 Financials

Southwest Colorado Council of Governments

Balance Sheet As of April 30, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Alpine Bank	0.00
Alpine Bank Account (UR)	103,084.65
Fiber Equip Fund - Restricted	0.00
Total Alpine Bank	103,084.65
Petty Cash	22.97
AmeriCorps VISTA	110.54
Jessica Laitsch	0.00
Total Petty Cash	133.51
Total Bank Accounts	\$103,218.16
Accounts Receivable	
Accounts Receivable	110,770.53
Total Accounts Receivable	\$110,770.53
Other Current Assets	
Prepaid Expense	0.00
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$213,988.69
TOTAL ASSETS	\$213,988.69

Southwest Colorado Council of Governments

Balance Sheet As of April 30, 2021

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	35,932.87
Total Accounts Payable	\$35,932.87
Credit Cards	
Credit Cards	0.00
Jessica	2,548.44
Miriam	3,043.65
Sara	0.00
Total Credit Cards	5,592.09
Total Credit Cards	\$5,592.09
Other Current Liabilities	
Accrued Wages	0.00
Deferred Revenue	0.00
Payroll Liabilities	1,347.21
457 Retirement Due	2,602.05
CEBT Health Insurance Due	-1,008.95
Total Payroll Liabilities	2,940.31
Total Other Current Liabilities	\$2,940.31
Total Current Liabilities	\$44,465.27
Total Liabilities	\$44,465.27
Equity	
Opening Balance Equity	0.00
Retained Earnings	38,904.82
Net Income	130,618.60
Total Equity	\$169,523.42
TOTAL LIABILITIES AND EQUITY	\$213,988.69

Southwest Colorado Council of Governments
Budget vs. Actuals: 2021 Budget - FY21 P&L
April 2021

	Total			
	Actual	Budget	Remaining	% Received
Income				
Dues Revenue				
COG Dues	94,096.00	137,081.00	42,985.00	68.64%
SWTPR Contributions	4,156.00	5,342.00	1,186.00	77.80%
Total Dues Revenue	\$ 98,252.00	\$ 142,423.00	\$ 44,171.00	68.99%
Grant Project Income				
All Hazards	26,421.66	156,900.00	130,478.34	16.84%
CDOT Grants				
SWTPR Grant	0.00	11,050.00	11,050.00	0.00%
Transit FTA 5310	0.00	16,000.00	16,000.00	0.00%
Total CDOT Grants	\$ 0.00	\$ 27,050.00	\$ 27,050.00	\$ 0.00
Colorado Health Foundation	32,542.71	0.00	-32,542.71	
DoLA Grants				
DOLA 8824 - 2019 TA		50,000.00	50,000.00	0.00%
DOLA 9149 - 2020 TA		35,000.00	35,000.00	0.00%
DOLA 9318 - 2021 TA		49,000.00	-5.85	0.00%
REDI 20-204		86,000.00	86,000.00	0.00%
Total DoLA Grants	\$ 0.00	\$ 220,000.00	\$ 220,000.00	0.00%
RREO Grant		0.00	0.00	
SWIMT	5,244.95	36,375.00	31,130.05	14.42%
Total Grant Project Income	\$ 64,209.32	\$ 440,325.00	\$ 376,115.68	14.58%
Misc Income	1,170.00		-1,170.00	
Project Administration				
All Hazards M&A	1,918.84	3,100.00	1,181.16	61.90%
CARO		880.00	-6,692.00	0.00%
CDOT Other		24,500.00	-3,825.00	0.00%
Housing Project		5,000.00	5,000.00	0.00%
RHA	5,000.00	10,000.00	5,000.00	50.00%
Rural Community Assistance		15,000.00	15,000.00	0.00%
SJRC&D		10,000.00	10,000.00	0.00%
SWIMT	524.50	3,625.00	3,100.50	14.47%
SWTPR	1,497.59	11,050.00	9,552.41	13.55%
Transit Coordination Grant	1,020.00	14,088.00	13,068.00	7.24%
Total Project Administration	\$ 9,960.93	\$ 97,243.00	\$ 87,282.07	10.24%
SCAN Services				
Aggregation of Connectivity	3,951.00	15,684.00	11,733.00	25.19%
Contract Sharing	0.00	0.00	0.00	
Dark Fiber Leasing	11,590.50	49,674.00	38,083.50	23.33%
Telecom Services	90.00	360.00	270.00	25.00%
Total SCAN Services	\$ 15,631.50	\$ 65,718.00	\$ 50,086.50	23.79%
Total Income	\$ 189,223.75	\$ 745,709.00	\$ 556,485.25	25.38%

	Actual	Budget	Remaining	% Spent
Expenses				
Administrative Costs				
Operating Expenses				
Advertising and Promotion	75.04	200.00	124.96	37.52%
Bank Service Charge		200.00	200.00	0.00%
Conference Fee		1,500.00	1,500.00	0.00%
Consulting	56.25	7,500.00	7,443.75	0.75%
Employee/Board Appreciation		100.00	100.00	0.00%
Information Technology (IT)				
Hardware		1,400.00	1,400.00	0.00%
Software	440.00	3,278.00	2,838.00	13.42%
Total Information Technology (IT)	\$ 440.00	\$ 4,678.00	\$ 4,238.00	9.41%
Internet Connectivity		2,340.00		
Meetings		1,000.00	1,000.00	0.00%
Memberships	3,800.00	4,848.00	1,048.00	78.38%
Misc Expense	51.68			
Office Equipment	2,106.18			
Office Supplies		850.00	850.00	0.00%
Postage and Delivery		80.00	80.00	0.00%
Professional Development	145.00	2,000.00	1,855.00	7.25%
Professional Fees				
Audit		6,300.00	6,300.00	0.00%
Legal	540.00	7,000.00	6,460.00	7.71%
Misc.		250.00	250.00	0.00%
Total Professional Fees	\$ 540.00	\$ 13,550.00	\$ 13,010.00	3.99%
Rent	2,800.00	8,400.00	5,600.00	33.33%
Travel		6,250.00	6,250.00	0.00%
Total Operating Expenses	\$ 10,014.15	\$ 53,496.00	\$ 43,481.85	18.72%
Personnel Expense				
Insurance Expense				
General Liability	1,948.89	1,958.00	9.11	99.53%
Health	4,534.39	15,885.00	11,350.61	28.55%
Worker's Compensation	1,419.00	1,432.00	13.00	99.09%
Total Insurance Expense	\$ 7,902.28	\$ 19,275.00	\$ 11,372.72	41.00%
Salary and Wages				
457 Retirement	1,601.97	5,227.58	3,625.61	30.64%
Car Allowance	1,200.00	3,600.00	2,400.00	33.33%
Cell Phone Allowance	400.00	1,200.00		
Payroll Processing Fee	652.94	1,925.00	1,272.06	33.92%
Payroll Tax	3,128.82	11,173.95	8,045.13	28.00%
Total Salary and Wages	\$ 45,804.37	\$ 153,816.05	\$ 108,011.68	29.78%
Total Personnel Expense	\$ 53,706.65	\$ 173,091.05	\$ 119,384.40	31.03%
Total Administrative Costs	\$ 63,720.80	\$ 226,587.05	\$ 162,866.25	28.12%
Project Costs				
All Hazards Projects	2,414.76	156,900.00	154,485.24	1.54%
Grant Funded Consulting	17,200.00	282,000.00	264,800.00	6.10%
Local Foods	20,056.30	0.00	-20,056.30	

	Actual	Budget	Remaining	% Spent
Shared Services Expenses				
Fast Track	2,200.00	6,600.00	4,400.00	33.33%
Forethought.	4,140.00	12,000.00	7,860.00	34.50%
SCAN Dark Fiber Lease	948.75	11,698.50	10,749.75	8.11%
Total Shared Services Expenses	\$ 7,288.75	\$ 30,298.50	\$ 23,009.75	24.06%
SWIMT	10,331.42	36,375.00	26,043.58	28.40%
SWTPR	573.08	11,050.00	10,476.92	5.19%
Total Project Costs	\$ 57,864.31	\$ 516,623.50	\$ 458,759.19	11.20%
Total Expenses	\$ 121,585.11	\$ 743,210.55	\$ 621,625.44	16.36%
Net Income	\$ 67,638.64	\$ 2,498.45		

ARPA Broadband Funding Presentation

Discussion Items

ARPA Funding

Summary of Interim Rules- Focusing on Broadband

To: SWCCOG Board of Directors

From: Miriam Gillow-Wiles

Date: 5 June 2021

Diane Kruse of NeoConnect will be presenting about broadband and ARPA funding at the June Board meeting. Below is an easily digestible overview of the interim rules and more information specific to broadband.

Overview of IFR

- Treasury interim final rules aim to provide maximum flexibility to County, Municipal and Tribal governments to fund projects that support economic recovery or revenue losses caused by the Pandemic. The U.S. Treasury released a “non-exclusive list of eligible uses for funding as long as they address the negative economic impacts of the Pandemic.
- The IFR provides local and county governments with significant latitude to leverage the allotted Fiscal Recovery Funds for a wide range of use cases if they address Pandemic related hardship.
- Recipients must identify a need or negative impact from the Pandemic and justify how the program or project addresses it.
- In identifying disproportionately impacted communities, recipients must document their determination that the Pandemic resulted in disproportionate public health or economic outcomes to disadvantaged populations, households, or geographic areas served by the project.
- Recipients must provide evidence that the project will address the disproportionate public health or economic outcomes impacted by the Pandemic to the specific populations, households, or geographic areas to be served

Eligible Uses

- Assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality. Assistance includes internet access or digital literacy.
- To provide premium pay to essential workers during the COVID-19 in recognition of their sacrifices last year.
- To fund government services that experienced a reduction in revenue or staff in the most recent full fiscal year prior to the emergency. The IFR provides broad latitude to support

ARPA Funding

Summary of Interim Rules- Focusing on Broadband

projects involving critical infrastructure, public safety equipment and expenses, cybersecurity upgrades, telehealth, IT modernization and planning.

- To make necessary investments in water, sewer, or broadband infrastructure.

Eligibility for Broadband

- Focused on unserved and underserved households and businesses receiving 25/3 Mbps speeds or less.
- Must deliver broadband service that reliably meets or exceeds symmetrical upload and download speeds of 100 Mbps.
- In areas where 100 Mbps symmetrical is not practicable due to geography/topography and/or excessive costs, the project may offer at least 100 Mbps download and 20 Mbps upload speeds and be scalable to a minimum of 100 Mbps symmetrical over time.
- Prioritize investments in fiber infrastructure where feasible.
- Recipients are encouraged to integrate affordability options and last mile projects
- Recipients are encouraged to prioritize funds for broadband networks owned, operated by, or affiliated with local governments, non-profits, and co-operatives.
 - AKA providers with less pressure to turn profits and with a commitment to serving entire communities
- There are no prohibitions on middle mile even if the interim rules encourage last mile projects.
- The funding provides local governments with significant autonomy for broadband infrastructure project, especially in SW Colorado where likely most builds will need to be scalable to 100/100 Mbps from 100/20 Mbps.
- No specific technology is listed in the interim rules, however there are some technologies that will likely not provide 100/100 Mbps.
- Planning and engineering costs are eligible if it facilitates economic recovery

Just a reminder, below is what each local jurisdiction, as well as the State will be receiving. It may be very useful to partner with neighboring communities to refine plans for economic recovery, such as broadband, sooner rather than later so when final rules are available (expected August), so projects can begin in earnest.

ARPA Funding

Summary of Interim Rules- Focusing on Broadband

Archuleta - \$2,720,838
Bayfield - \$577,092
Cortez - \$1,936,231
Dolores (County) - \$398,554
Dolores (Town) - \$204,955
Dove Creek - \$136,064
Durango - \$4,071,836
Ignacio - \$194,868
La Plata - \$10,903,717
Mancos - \$306,895
Montezuma - \$5,078,032
Pagosa Springs - \$447,466
Rico - \$49,000
Silverton - \$142,287
San Juan - \$141,191
State of Colorado - \$3,953,675,806

2022 Dues and ARPA Funding Discussion

To: SWCCOG Board of Directors

From: Miriam Gillow-Wiles

Date: 10 June 2021

In preparation for the upcoming 2022 budget season the SWCCOG tries to present draft dues well in advance of the member's budget development. This year staff reduced dues slightly, due to the discussion below, but with the re-addition of Durango and changes in population, this changed some members dues.

In addition to proposed dues, the Board will find several scenarios regarding ARPA funding. The SWCCOG would like the Board to discuss allocation to the SWCCOG to implement the long-time goals of middle mile fiber development in addition to the much-needed staff to manage and execute these projects.

Staff decided to request ARPA funding to cover the cost of additional staff rather than raise dues for the following reasons.

- Dues are already high continuing to raise dues become untenable very quickly
- ARPA funding will allow the development of partnerships without seeking federal funding with the constant challenge of match (state and local funding available for match is of federal origin and cannot be used to match federal grants).
- Through developing the middle mile fiber and related projects will provide the SWCCOG revenue. Making the SWCCOG sustainable with a revenue stream, and ultimately reducing dues over the long term.

SWCCOG staff calculated the ARPA funding scenarios in several ways. The first four scenarios maintain the 20% base and 80% population ratio used to calculate dues. The % of ARPA funding for each community is calculated at the right of the spreadsheet.

- 1) 20% of total ARPA funding and 80% based on population WITHOUT Montezuma County. Total amount is \$4,227,105
- 2) 20% total ARPA funding for the region and 80% based on population WITH Montezuma County. Total amount is \$5,242,711
- 3) Straight 20% of ARPA funding per Member WITHOUT Montezuma. Total amount is \$4,22,105
- 4) Straight 20% of ARPA funding per Member WITH Montezuma. Total amount is \$5,424,711
- 5) 50% base rate, 50% based on population WITHOUT Montezuma. Total amount is: \$4,227,105
- 6) 50% base rate, 50% based on population WITH Montezuma. Total amount is \$5,424,711

These might be challenging with a lot of numbers and data to digest, and staff will happily walk through the various scenarios during the discussion section of the Board Meeting.

Proposed 2022 Dues (based on 2021 Membership)
 20% of total needed equally divided among members, 80% based on population

2022 COG Dues		\$ 160,000.00		COG Staff Cost		\$ 176,200.00	
20% of Dues \$32,000	2019 Population	% Population	Base (20% Dues)	Amount based on % Pop	Amount Per Community		
Archuleta	11930	15.0%	\$ 3,555.56	\$ 19,154	\$ 22,710		
Bayfield	2708	3.4%	\$ 3,555.56	\$ 4,348	\$ 7,903		
Cortez	8723	10.9%	\$ 3,555.56	\$ 14,005	\$ 17,561		
Durango	19117	24.0%	\$ 3,555.56	\$ 30,693	\$ 34,249		
Ignacio	718	0.9%	\$ 3,555.56	\$ 1,153	\$ 4,708		
La Plata	33729	42.3%	\$ 3,555.56	\$ 54,154	\$ 57,709		
Pagosa	2072	2.6%	\$ 3,555.56	\$ 3,327	\$ 6,882		
San Juan	66	0.1%	\$ 3,555.56	\$ 106	\$ 3,662		
Silverton	660	0.8%	\$ 3,555.56	\$ 1,060	\$ 4,615		
Total population	79723	100.0%	\$ 32,000.00	\$ 128,000.00	\$ 160,000.00		

TOTAL \$ 160,000.00

2022 Proposed

	Dues	SWTPR Dues	2022 Total
Archuleta	\$ 22,710	\$ 662	\$ 23,371
Bayfield	\$ 7,903	\$ 343	\$ 8,246
Cortez	\$ 17,561	\$ 443	\$ 18,004
Dolores County	\$ -	\$ 433	\$ 433
Dolores (Town)	\$ -	\$ 318	\$ 318
Durango	\$ 34,249	\$ 584	\$ 34,833
Ignacio	\$ 4,708	\$ 313	\$ 5,021
La Plata	\$ 57,709	\$ 1,113	\$ 58,822
Mancos	\$ -	\$ 328	\$ 328
Pagosa	\$ 6,882	\$ 348	\$ 7,230
Rico	\$ -	\$ -	\$ -
San Juan	\$ 3,662	\$ 406	\$ 4,068
Silverton	\$ 4,615	\$ 315	\$ 4,930
Total	\$ 160,000	\$ 5,603	\$ 165,603

2021 Actual

	Dues	SWTPR Dues	2021 Total
Archuleta	\$ 24,786	\$ 659	\$ 25,445
Bayfield	\$ 8,192	\$ 343	\$ 8,535
Cortez	\$ 19,327	\$ 443	\$ 19,770
Dolores County	\$ -	\$ 431	\$ 431
Dolores (Town)	\$ -	\$ 318	\$ 318
Durango	\$ 27,125	\$ 583	\$ 27,708
Ignacio	\$ 4,494	\$ 313	\$ 4,806
La Plata	\$ 65,673	\$ 1,115	\$ 66,788
Mancos	\$ -	\$ 328	\$ 328
Pagosa	\$ 6,888	\$ 347	\$ 7,235
Rico	\$ -	\$ -	\$ -
San Juan	\$ 3,285	\$ 406	\$ 3,692
Silverton	\$ 4,436	\$ 315	\$ 4,751
Total	\$ 164,206	\$ 5,602	\$ 169,808

Increase/Decrease

Archuleta	\$ (2,074)
Bayfield	\$ (289)
Cortez	\$ (1,767)
Dolores County	\$ 2
Dolores (Town)	\$ (0)
Durango	\$ 7,125
Ignacio	\$ 215
La Plata	\$ (7,966)
Mancos	\$ (0)
Pagosa	\$ (5)
Rico	\$ -
San Juan	\$ 376
Silverton	\$ 179

ARPA FUNDING SCENARIO #1

20% total ARPA = 4% of each member's distribution (20%), 80% based on population

20% ARPA \$ 4,227,105

20% of 20% of ARPA \$845,421	ARPA	2019 Population	% Population	Base (4% received)	Amount based on % Pop	Amount Per Community	% ARPA allocation
Archuleta	\$ 2,720,838	11930	15.0%	\$ 108,834	\$ 506,046	\$ 614,879	23%
Bayfield	\$ 577,092	2708	3.4%	\$ 23,084	\$ 114,868	\$ 137,951	24%
Cortez	\$ 1,936,231	8723	10.9%	\$ 77,449	\$ 370,012	\$ 447,461	23%
Durango	\$ 4,071,836	19117	24.0%	\$ 162,873	\$ 810,903	\$ 973,777	24%
Ignacio	\$ 194,868	718	0.9%	\$ 7,795	\$ 30,456	\$ 38,251	20%
La Plata	\$ 10,903,717	33729	42.3%	\$ 436,149	\$ 1,430,714	\$ 1,866,863	17%
Pagosa	\$ 447,466	2072	2.6%	\$ 17,899	\$ 87,890	\$ 105,789	24%
San Juan	\$ 141,191	66	0.1%	\$ 5,648	\$ 2,800	\$ 8,447	6%
Silverton	\$ 142,287	660	0.8%	\$ 5,691	\$ 27,996	\$ 33,687	24%
Total population	\$ 21,135,526	79723	100.0%	\$ 845,421	\$ 3,381,684.16	\$ 4,227,105.20	20%

ARPA FUNDING SCENARIO #2

20% total ARPA = 4% of each member's distribution (20%), 80% based on population

20% ARPA \$ 5,242,712

20% of 20% of ARPA \$1,048,542	ARPA	2019 Population	% Population	Base (4% received)	Amount based on % Pop	Amount Per Community	% ARPA allocation
Archuleta	\$ 2,720,838	11930	12.6%	\$ 108,833.52	\$ 527,950	\$ 636,783	23%
Bayfield	\$ 577,092	2708	2.9%	\$ 23,083.68	\$ 119,840	\$ 142,923	25%
Cortez	\$ 1,936,231	8723	9.2%	\$ 77,449.24	\$ 386,027	\$ 463,477	24%
Durango	\$ 4,071,836	19117	20.2%	\$ 162,873.44	\$ 846,003	\$ 1,008,876	25%
Ignacio	\$ 194,868	718	0.8%	\$ 7,794.72	\$ 31,774	\$ 39,569	20%
La Plata	\$ 10,903,717	33729	35.6%	\$ 436,148.68	\$ 1,492,642	\$ 1,928,791	18%
Montezuma	\$ 5,078,032	15052	15.9%	\$ 203,121.28	\$ 666,111	\$ 869,232	17%
Pagosa	\$ 447,466	2072	2.2%	\$ 17,898.64	\$ 91,694	\$ 109,593	24%
San Juan	\$ 141,191	66	0.1%	\$ 5,647.64	\$ 2,921	\$ 8,568	6%
Silverton	\$ 142,287	660	0.7%	\$ 5,691.48	\$ 29,208	\$ 34,899	25%

ARPA FUNDING SCENARIO #3

20% total ARPA

20% ARPA \$ 4,227,105

20% of 20% of ARPA \$845,421	ARPA	2019 Population	% Population	20% of received	Amount Per Community	% ARPA allocation
Archuleta	\$ 2,720,838	11930	15.0%	\$ 544,168	\$ 544,168	20%
Bayfield	\$ 577,092	2708	3.4%	\$ 115,418	\$ 115,418	20%
Cortez	\$ 1,936,231	8723	10.9%	\$ 387,246	\$ 387,246	20%
Durango	\$ 4,071,836	19117	24.0%	\$ 814,367	\$ 814,367	20%
Ignacio	\$ 194,868	718	0.9%	\$ 38,974	\$ 38,974	20%
La Plata	\$ 10,903,717	33729	42.3%	\$ 2,180,743	\$ 2,180,743	20%
Pagosa	\$ 447,466	2072	2.6%	\$ 89,493	\$ 89,493	20%
San Juan	\$ 141,191	66	0.1%	\$ 28,238	\$ 28,238	20%
Silverton	\$ 142,287	660	0.8%	\$ 28,457	\$ 28,457	20%
Total population	\$ 21,135,526	79723	100.0%	\$ 4,227,105	\$ 4,227,105.20	20%

ARPA FUNDING SCENARIO #4
20% total ARPA

20% ARPA \$ **5,242,712**

20% of 20% of ARPA \$1,048,542	ARPA	2019 Population	% Population	Base (4% received)	Amount Per Community	% ARPA allocation
Archuleta	\$ 2,720,838	11930	12.6%	\$ 544,167.60	\$ 544,168	20%
Bayfield	\$ 577,092	2708	2.9%	\$ 115,418.40	\$ 115,418	20%
Cortez	\$ 1,936,231	8723	9.2%	\$ 387,246.20	\$ 387,246	20%
Durango	\$ 4,071,836	19117	20.2%	\$ 814,367.20	\$ 814,367	20%
Ignacio	\$ 194,868	718	0.8%	\$ 38,973.60	\$ 38,974	20%
La Plata	\$ 10,903,717	33729	35.6%	\$ 2,180,743.40	\$ 2,180,743	20%
Montezuma	\$ 5,078,032	15052	15.9%	\$ 1,015,606.40	\$ 1,015,606	20%
Pagosa	\$ 447,466	2072	2.2%	\$ 89,493.20	\$ 89,493	20%
San Juan	\$ 141,191	66	0.1%	\$ 28,238.20	\$ 28,238	20%
Silverton	\$ 142,287	660	0.7%	\$ 28,457.40	\$ 28,457	20%
Total population	\$ 26,213,558	94775	100.0%	\$ 5,242,711.60	\$ 5,242,711.60	

ARPA FUNDING SCENARIO #5

20% total ARPA = 10% of each member's distribution (50%), 50% based on population

20% ARPA \$ **4,227,105**

50% of 20% of ARPA \$2,113,553	ARPA	2019 Population	% Population	Base (10% received)	Amount based on % Pop	Amount Per Community	% ARPA allocation
Archuleta	\$ 2,720,838	11930	15.0%	\$ 272,084	\$ 316,279	\$ 588,362	22%
Bayfield	\$ 577,092	2708	3.4%	\$ 57,709	\$ 71,792	\$ 129,502	22%
Cortez	\$ 1,936,231	8723	10.9%	\$ 193,623	\$ 231,257	\$ 424,880	22%
Durango	\$ 4,071,836	19117	24.0%	\$ 407,184	\$ 506,815	\$ 913,998	22%
Ignacio	\$ 194,868	718	0.9%	\$ 19,487	\$ 19,035	\$ 38,522	20%
La Plata	\$ 10,903,717	33729	42.3%	\$ 1,090,372	\$ 894,196	\$ 1,984,568	18%
Pagosa	\$ 447,466	2072	2.6%	\$ 44,747	\$ 54,931	\$ 99,678	22%
San Juan	\$ 141,191	66	0.1%	\$ 14,119	\$ 1,750	\$ 15,869	11%
Silverton	\$ 142,287	660	0.8%	\$ 14,229	\$ 17,497	\$ 31,726	22%
Total population	\$ 21,135,526	79723	100.0%	\$ 2,113,553	\$ 2,113,552.60	\$ 4,227,105.20	20%

ARPA FUNDING SCENARIO #6

20% total ARPA = 10% of each member's distribution (50%), 50% based on population

20% ARPA \$ 5,242,712

20% of 20% of ARPA \$1,048,542	ARPA	2019 Population	% Population	Base (10% received)	Amount based on % Pop	Amount Per Community	% ARPA allocation
Archuleta	\$ 2,720,838	11930	12.6%	\$ 272,083.80	\$ 329,969	\$ 602,052	22%
Bayfield	\$ 577,092	2708	2.9%	\$ 57,709.20	\$ 74,900	\$ 132,609	23%
Cortez	\$ 1,936,231	8723	9.2%	\$ 193,623.10	\$ 241,267	\$ 434,890	22%
Durango	\$ 4,071,836	19117	20.2%	\$ 407,183.60	\$ 528,752	\$ 935,935	23%
Ignacio	\$ 194,868	718	0.8%	\$ 19,486.80	\$ 19,859	\$ 39,346	20%
La Plata	\$ 10,903,717	33729	35.6%	\$ 1,090,371.70	\$ 932,901	\$ 2,023,273	19%
Montezuma	\$ 5,078,032	15052	15.9%	\$ 507,803.20	\$ 416,319	\$ 924,122	18%
Pagosa	\$ 447,466	2072	2.2%	\$ 44,746.60	\$ 57,309	\$ 102,055	23%
San Juan	\$ 141,191	66	0.1%	\$ 14,119.10	\$ 1,825	\$ 15,945	11%
Silverton	\$ 142,287	660	0.7%	\$ 14,228.70	\$ 18,255	\$ 32,483	23%
Total population	\$ 26,213,558	94775	100.0%	\$ 2,621,355.80	\$ 2,621,356	\$ 5,242,711.60	

Decision Items

2020 Audit Extension Request

To: SWCCOG Board of Directors
From: Jessica Laitsch
Date: 10 June 2021

Comments: The SWCCOG is contracted with the audit firm Haynie and Co. to conduct the SWCCOG's 2020 financial audit for the year 2020. Due to slight delays, staff would like to request authorization to request an audit extension through the Office of the State Auditor. This audit extension, if approved, would delay the deadline of the audit submission from July 31, 2021 to September 30, 2021 and allow us to schedule a presentation and acceptance of the 2020 Audit at the August 2021 regular board meeting.

Fiscal Impact: High, overall financial status of the organization

Legal Review: Not applicable

Staff Recommendation: Approve the extension request with signature authority to the SWCCOG Board Chair.



Request for Extension of Time to File Audit for Year End ***December 31, 2020 ONLY***

If someone other than an elected board member submitted an extension request, this form should be signed by a member of the elected governing body and submitted with the audit by September 30, 2021.

Requests may be submitted via mail, fax, e-mail, or internet portal: <https://apps.leg.co.gov/osa/lg>.

Government Name:	Southwest Colorado Council of Governments
Name of Contact:	Jessica Laitsch
Address:	295 Girard Street, Ste B
City/Zip Code	Durango, 81303
Phone Number:	970-797-4592
Fax Number:	N/A
E-mail	info@swccog.org
Fiscal Year Ending (mm/dd/yyyy):	12/31/2020
Amount of Time Requested (in days): (Not to exceed 60 calendar days)	60 days Audit Due: September 30, 2021
Comments (optional):	

I understand that if the audit is not submitted within the approved extension of time the government named in the extension request will be considered in default without further notice, and the State Auditor shall take further action as prescribed by Section 29-1-606(5)(b), C.R.S.

Must be signed by a member of the governing board.

Signature	_____
Printed Name:	David Black
Title:	Board Chair
Date:	10 June, 2021



We Set the Standard for Good Government

July 2021 Special Meeting

To: SWCCOG Board of Directors

From: Miriam Gillow-Wiles

Date: 5 June 2021

The SWCCOG issued a Request for Information in May to develop public private partnerships to develop the middle mile routes across SW Colorado. The RFI was issued at this time to develop the PPPs prior to submission deadlines for federal broadband grants. The hope is that with a PPP we will be able to utilize the private (or other public) funds as match for federal grants.

The RFI responses are due July 7th. The following week of July 12th is ideal to hold a special meeting select various partners for various routes and still have enough time to apply for federal funding.

Dates:

- Tuesday July 13th, afternoon
- Wednesday July 14th, afternoon
- Thursday July 15th, afternoon
- Friday July 16th, anytime

Legal Review: N/A

Fiscal Impact: N/A

Staff Recommendation: Select a date for a Special Meeting in July

Application for Transit

Mobility Management Grant

To: SWCCOG Board of Directors
From: Jessica Laitsch
Date: 10 June 2020

The SWCCOG staff is requesting authorization to apply for an FTA 5310 Transit Mobility Management Grant through CDOT. The SWCCOG has administered and promoted the Regional Transit Coordinating Council for many years. The SWCCOG was awarded funding for a portion of a staff position dedicated to helping move forward the priorities of the Transit Council and contracted assistance to develop an implementation plan for the Southwest Digital Mobility Hub, a regional one-call/one-click coordinated information system. The CDOT Division of Transit and Rail recently release a Notice of Funding Availability for 5310 Mobility Management, applications will be due in July 2021. Staff would like to apply for funding for State FY 22 for part-time staffing and for contracted services or technological solutions for the initial implementation phase of the Digital Mobility Hub.

Staff does not expect the grant request to exceed \$30,000 and a minimum 20% match would be required. Staff anticipates seeking match through DOLA funding and/or using a portion of budgeted COG dues as match. If an application is submitted, staff will provide specifics of the request to the Board at the next meeting.

Legal Review: N/A

Fiscal Impact: High, the potential for increased grant funding and increased match requirements

Staff Recommendation: Authorize staff to apply for the CDOT 5310 Transit Mobility Management Grant

DOLA Broadband Grant Application

To: SWCCOG Board of Directors

From: Miriam Gillow-Wiles

Date: 6 June 2021

Comments: As requested from the April Board Meeting, staff is bringing forward a new proposal for a DOLA Broadband Grant. As discussed then, the Board was interested in working on the middle mile gap between Durango and Pagosa Springs. Below is information regarding a potential grant application to do so. You will also notice this is highly similar to the CDS request.

The SWCCOG had previously expected to apply for DOLA funding as match for impending federal grants. However, the state legislature over committed the state stimulus funding which was to provide an additional \$5,000,000 for DOLA middle mile projects. The decision was made to use ARPA funding to backfill the broadband stimulus legislation. The DOLA middle mile project funding from this legislation can no longer be used as federal match due to the prohibition on matching federal funds with federal funds. This has become a bit trickier.

The SWCCOG has been working with LPEA to coordinate efforts, who is underway on pole replacements and equipment upgrade between Bayfield and Pagosa Springs. Partnering with LPEA will allow open access middle mile fiber to be built. Which in turn will allow the ISPs to build out the last mile.

The challenge is the sheer cost of middle mile fiber development (this is not a new issue), and the inability to utilize federal funding with DOLA funds. Below is the estimated cost of Durango – Pagosa fiber route, as well as the Bayfield – Pagosa pole replacement. In addition, the region desperately needs carrier neutral locations (CNL, sometimes called Meet Me Centers) in Pagosa Springs and Durango area.

DOLA Broadband Grant Application

Fiber & Make Ready Costs, 65 miles Durango - Pagosa	\$ 5,148,000
Final Engineering	\$ 776,000
Permitting and Labor	\$ 210,000
Technical Services	\$ 498,000
20% Contingency	\$ 1,326,400
Fiber Epenses Only	\$ 7,958,400
Carrier Neutral Location - Pagosa Spring Medical Center	\$ 100,000
Carrier Neutral Location - Town of Pagosa Springs	\$ 65,000
Carrier Neutral Location - Facilities Study Durango Area	\$ 50,000
Carrier Neutral Location Expenses	\$ 215,000
Total Amount Needed for Fiber and CNL	\$ 8,173,400
LPEA Pole/Equipment Replacement (budgeted)	\$ 20,250,000
65 Miles, 432 Count Fiber between Durango and Pagosa Springs, including pole and equipment replacement costs, and Carrier Neutral Location	\$ 28,423,400

There are several options/ways I can see to find almost \$8,200,000.

- Work with DOLA to see if they can fund this across the same time frame LPEA pole replacement, that is about \$2,730,000/annually for three years.
- Utilize a mix of local ARPA funding and DOLA funding over the next three years
- Continue to seek additional funding through federal grants for this route, utilizing non-federal dollars as match.

Benefits of working with LPEA

- Pole replace will be underway, so SWCCOG/Grants do not have pay for that cost
- Will likely be done sooner than any build in the CDOT ROW, LPEA's completion date is in 2025
- Local co-op, and helps satisfy local expectations by LPEA membership

Please note, Staff is trying to coordinate local efforts together, any partnership will still need approval from LPEA Board.

Legal Review: Not applicable at this time, if/when grant is awarded contracts between consultants and partners will be created and reviewed.

Fiscal Impact: High, major impact on SWCCOG projects

DOLA Broadband Grant Application

Staff Recommendation: Approve SWCCOG staff to engage with DOLA and apply for middle mile broadband development between the Town of Pagosa Springs and the City of Durango.

CDL Contract Memo

To: SWCCOG Board of Directors

From: Miriam Gillow-Wiles

Date: 6 June 2021

Some of the Board may remember back to 2018 when the SWCCOG submitted a DOLA funding request for CDL development and hard to recycle items, this grant was awarded for the State FY 2019-2020. Through many conversations over the last two years, a pandemic, staffing changes at various partner organizations, and a grant extension, the SWCCOG staff finally have been able to reach a partnership with Adult Education to execute this component of the grant.

With the multitude of pandemic recovery, economic diversification needs, and the goal of supporting the COG membership, staff has been pushing to ensure we spend this funding as a comprehensive commercial driver's license program will help support recovery, diversification, and local government workforce.

- SWCCOG has \$20,000 in DOLA grant funds, which cannot be used towards SWCCOG Staffing
 - o Adult Ed will provide the following services:
 - Mapping of existing resources, programs, and locations of CDL training and testing
 - Identify gaps
 - Provide curriculum and education to fill in the gaps
- SWCCOG will be receiving \$24,900 from CDOT to support Adult Education with this project
- DOLA funds are currently under a very tight deadline as the grant is quite old and we have already received one extension due to the chaos of the pandemic.

Legal Review: Utilized the contract template written by Legal

Fiscal Impact: High, spending of DOLA funding

Staff Recommendation: Approve contract with Durango Adult Education for CDL program mapping, curriculum development, and education

**SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS
AND
DURANGO ADULT EDUCATION CENTER**

**AGREEMENT CONCERNING SUBCONTRACTING PORTION OF DOLA ENERGY
IMPACT ASSISTANCE PROGRAM GRANT**

THIS AGREEMENT is made and entered into this 10 day of June, 2021, by and between: SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS, whose address is, 295 Girard Street, Ste B, Durango, CO 81303 (hereinafter referred to as the “SWCCOG”), and DURANGO ADULT EDUCATION CENTER, a Colorado non-profit corporation, whose address is 701 Camino Del Rio, #301, Durango, CO 81301 (hereinafter referred to as the “ADULT ED”);

WHEREAS, the SWCCOG has previously submitted a grant application and was awarded a Colorado Department of Local Affairs (“DOLA”) Project Name and Number: EIAF 8824 – Southwest Colorado Council of Governments 2019 Technical Assistance in the grant award amount of \$50,000 from the Department of Local Affairs, an agency of the State of Colorado, which is attached hereto as Exhibit A (“Grant”); and

WHEREAS, SWCCOG executed the primary contract with DOLA on 28 August 2019, which contract specified within the approved Scope of Project that SWCCOG as grantee will carry out the scope of the project and that Grantee will also contract with ADULT ED map existing programs, develop or utilize existing Commercial Driver’s License (CDL) curriculum, coordinate with existing programs, and support the overall reestablishment of a CDL training and certification program in the region consisting of Archuleta, Dolores, La Plata, Montezuma and San Juan Counties in Colorado; and

WHEREAS, SWCCOG will coordinate with ADULT ED to engage partners such as economic development organizations, local governments, institutions of higher education, and the Department of Transportation the working with educational institutions to reestablish a CDL program in Southwest Colorado; and

WHEREAS, it is both necessary and desirable for SWCCOG to enter into this Agreement with ADULT ED for purposes of setting forth the relative responsibilities of the parties with respect to complying with the Grant, receipt of grant funds, and performing Scope of Project under the Grant; and

WHEREAS, it is the mutual desire of the parties to set forth their understanding and agreement, in writing, with respect to said obligations:

NOW, THEREFORE, in consideration of the mutual covenants, conditions and obligations herein set forth, the parties agree:

1. In consideration of SWCCOG’s willingness to act as the sponsor of the Grant and to enable Grant funding of the Project, ADULT ED agrees as follows:

- (a) ADULT ED agrees that it shall manage, develop and carry out performance of Grant Scope of Project with respect reestablishing a CDL program in the region consisting of Archuleta, Dolores, La Plata, Montezuma and San Juan Counties in Colorado in accordance with all Grant requirements.
 - (b) ADULT ED shall promptly comply with all financial management regulations, Grantee record maintenance, confidentiality information with regard to state records, conflict of interest, insurance, rights in work product and other information, policies, guidelines and requirements as set forth in the Grant;
 - (c) ADULT ED in connection with performing the scope of project, agrees that it will carry out and comply with all of the rules, regulations and standards set forth in any applicable DOLA policies;
 - (d) ADULT ED agrees that it will carry out all of the work elements in a satisfactory and proper manner, assure that the Grant funds are expended solely for the activities and in the amounts budgeted under the Grant,
 - (e) ADULT ED shall receive \$20,000 from the Grant proceeds, of which it will allocate to support, coordination, and reestablishment of a Commercial Driver's License program.
 - (f) ADULT ED will provide SWCCOG monthly proof of expenditures related to the grant project(s).
 - (g) ADULT ED will provide SWCCOG monthly reporting on activities related to match and grant funded activities.
2. Of the other Grant funds SWCCOG shall receive \$30,000 to evaluate and determine best options to assist member jurisdictions to recycle and reduce dumping and landfilling of tires, e-waste, glass, and/or household hazardous waste. Colorado Department of Local Affairs which shall provide \$24,900 in cash match in the form of a grant to the SWCCOG.
 3. ADULT ED agrees to prepare all financial and performance reports, as required under the Grant and shall provide reports to SWCCOG along with supporting documentation (invoices, check copies, purchase orders, etc.) to substantiate the request for a drawdown of funds on a monthly basis. Upon receipt of payment, SWCCOG shall forward the funds to ADULT ED. SWCCOG shall require documentation evidencing that such funds were appropriately expended on the Scope of Project, and copies of checks and payment of bills by ADULT ED shall be provided to SWCCOG for its permanent record
 4. ADULT ED agrees to comply with all other terms, conditions and obligations pertaining to the Grant. In the event there is any liability accruing from inappropriate expenditure of Grant funds by ADULT ED, other than as a result of the negligence of SWCCOG, ADULT ED agrees to be responsible, therefore.

5. Time is of the essence with respect to the covenants, conditions and obligations contained herein, as well as those set forth in the Grant.
6. ADULT ED understands that payment obligations hereunder are subject to payment to SWCCOG of Grant proceeds. ADULT ED understands that the Grant is subject to termination and early termination by DOLA.
7. Except for claims by DOLA arises out of the negligence or other wrongful act of the SWCCOG, or for claims related to the remote work education and support portion of the Grant, ADULT ED shall be responsible to the SWCCOG for any claim under the Grant Agreement related to outreach and community engagement and for business consulting, in the same manner and extent as the SWCCOG may be responsible to DOLA and shall indemnify and hold the SWCCOG harmless.
8. By executing this agreement, the parties do not waive any immunity or limit liability contained in the Colorado Governmental Immunity Act; do not create a multi-year fiscal obligation; and do not create any other financial obligation not supported by a current appropriation.
9. This agreement does not and shall not be interpreted to create a partnership, joint venture, employee/employer relationship or other relationship between the parties.
10. This Agreement is and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The provisions of this Agreement are solely for the benefit of the Parties and are not intended to confer upon any person or entity, except the Parties and their successors and assigns, any rights, or remedies hereunder. This Agreement is not assignable without the written consent of the non-assigning Party. This is the entire agreement between the Parties as to the subject matter of this Agreement and merges and supersedes all previous communications and agreements related thereto. No addition or modification of this Agreement will be binding on any Party, unless reduced to writing and signed by both Parties.
11. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to principles of conflict or choice of laws.
12. If either Party hereto believes that the other Party is in breach of this Agreement, it shall immediately notify the breaching party of such breach in writing. If the breaching party does not cure its breach within fifteen days of such notice, that parties may seek enforcement of the contract in La Plata County District Court.
13. Notwithstanding any provision of this Agreement to the contrary, neither Party shall have any liability for loss of product, loss of profit, loss of use or any other indirect, incidental, special or consequential damages, whether brought on an action for breach of contract warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either Party's negligence.

14. In the event this Agreement becomes the subject of a dispute, the prevailing party shall be entitled to the reasonable attorneys' fees and costs it incurs from the losing party.
15. This Agreement is the product of the joint negotiations by the Parties and constitutes the joint drafting of all Parties hereto. It should not be construed more liberally towards any Party.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

SWCCOG

ADULT ED

Miriam C. Gillow-Wiles
Name

Name

Signature

Signature

Date

Date

Workforce Upskilling Contract

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 6 June 2021

In October 2020, The SWCCOG applied for the DOLA COG Grant to expand upon the outcomes from the previous USDA REDI Technical Assistance grant. The DOLA COG grant was focused on economic diversification and entrepreneurial growth in areas outside the City of Durango.

At the April Board Meeting, the Board approved a contract with SCAPE for the entrepreneurial growth component. This is a contract to start to execute the first part, to help develop remote work opportunities and workforce development. Staff do not expect to spend the total of the \$30,000 with Adult Education. However, one barrier that the Workforce Center, The La Plata Economic Development Alliance, and Adult Ed have all identified as barriers to economic diversification is digital literacy, which Adult Ed will provide classes to individuals at no or very low cost. Classes are planned in Cortez, Pagosa Springs, Bayfield, Ignacio, and Durango. However, the pilot class will be in Durango.

The COG DOLA grant request was \$49,000 for the following:

- \$30,000 for COG
 - o Is the beginning of remote work employment through certifications that would allow for employment opportunities for un/under employed individuals in the region. This will be done with the regional educational partners BOCES, FLC, PCC, Adult Education, and Tribal Education Departments.
 - o Also includes legal fees for contract development
 - o SWCCOG is providing \$15,000 in match for personnel costs from RCAC pass through grant
- \$19,000 for SCAPE
 - o Support and help expand small businesses and entrepreneurship through the accelerator program and other business supports
 - o SCAPE is providing \$29,500 in budgeted funds as match

The attached contract lays out the roles and responsibilities of Adult Education for deploying the DOLA funding as an investment in economic diversification across the region.

Legal Review: Utilized the contract template written by Legal

Fiscal Impact: High, spending of DOLA funding

Staff Recommendation: Approve contract with Durango Adult Education for digital literacy and workforce upskilling

**SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS
AND
DURANGO ADULT EDUCATION CENTER**

**AGREEMENT CONCERNING SUBCONTRACTING PORTION OF DOLA ENERGY
IMPACT ASSISTANCE PROGRAM GRANT**

THIS AGREEMENT is made and entered into this 10 day of June, 2021, by and between: SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS, whose address is, 295 Girard Street, Ste B, Durango, CO 81303 (hereinafter referred to as the “SWCCOG”), and DURANGO ADULT EDUCATION CENTER, a Colorado non-profit corporation, whose address is 701 Camino Del Rio, #301, Durango, CO 81301 (hereinafter referred to as the “ADULT ED”);

WHEREAS, the SWCCOG has previously submitted a grant application and was awarded a Colorado Department of Local Affairs (“DOLA”) Project Name and Number: EIAF 9318 - SWCCOG Economic Diversification and Development in the grant award amount of \$49,000 from the Department of Local Affairs, an agency of the State of Colorado, which is attached hereto as Exhibit A (“Grant”); and

WHEREAS, SWCCOG executed the primary contract with DOLA on 19 March 2021, which contract specified within the approved Scope of Project that SWCCOG as grantee will carry out the scope of the project and that Grantee will also contract with ADULT ED to enroll individuals in digital literacy, online short term remote work certifications, upskilling, and support individuals through the programs and ultimately expand workforce skill set in the region consisting of Archuleta, Dolores, La Plata, Montezuma and San Juan Counties in Colorado; and

WHEREAS, SWCCOG will coordinate ADULT ED to engage the working with educational institutions to upskill residents for remote work positions by providing funding for (but limited to) tuition and software cost reimbursement for residents in the region to enroll in online remote work certifications; and

WHEREAS, it is both necessary and desirable for SWCCOG to enter into this Agreement with ADULT ED for purposes of setting forth the relative responsibilities of the parties with respect to complying with the Grant, receipt of grant funds, and performing Scope of Project under the Grant; and

WHEREAS, it is the mutual desire of the parties to set forth their understanding and agreement, in writing, with respect to said obligations:

NOW, THEREFORE, in consideration of the mutual covenants, conditions and obligations herein set forth, the parties agree:

1. In consideration of SWCCOG’s willingness to act as the sponsor of the Grant and to enable Grant funding of the Project, ADULT ED agrees as follows:

- (a) ADULT ED agrees that it shall manage, develop and carry out performance of Grant Scope of Project with respect to expanding workforce skill set in the region consisting of Archuleta, Dolores, La Plata, Montezuma and San Juan Counties in Colorado in accordance with all Grant requirements.
 - (b) ADULT ED shall promptly comply with all financial management regulations, Grantee record maintenance, confidentiality information with regard to state records, conflict of interest, insurance, rights in work product and other information, policies, guidelines and requirements as set forth in the Grant;
 - (c) ADULT ED in connection with performing the scope of project, agrees that it will carry out and comply with all of the rules, regulations and standards set forth in any applicable DOLA policies;
 - (d) ADULT ED agrees that it will carry out all of the work elements in a satisfactory and proper manner, assure that the Grant funds are expended solely for the activities and in the amounts budgeted under the Grant,
 - (e) ADULT ED shall receive \$XX.XX per hour, not to exceed \$XXXX from the Grant proceeds, of which it will allocate to support and create upskilling opportunities such as digital literacy classes, remote work certification classes, and other similar online workforce development courses.
 - (f) ADULT ED will provide SWCCOG monthly proof of expenditures related to the grant project(s).
 - (g) ADULT ED will provide SWCCOG monthly reporting on activities related to match and grant funded activities.
2. Of the other Grant funds SWCCOG shall receive, \$20,000 to support entrepreneurial growth in the areas outside of Durango with the Southwest Colorado Accelerator Program for Entrepreneurs (SCAPE), which shall provide \$29,000 in cash match, and SWCCOG will provide the remaining \$15,000 cash match for personnel service costs set forth in the Grant.
 3. ADULT ED agrees to prepare all financial and performance reports, as required under the Grant and shall provide reports to SWCCOG along with supporting documentation (invoices, check copies, purchase orders, etc.) to substantiate the request for a drawdown of funds on a monthly basis. Upon receipt of payment, SWCCOG shall forward the funds to ADULT ED. SWCCOG shall require documentation evidencing that such funds were appropriately expended on the Scope of Project, and copies of checks and payment of bills by ADULT ED shall be provided to SWCCOG for its permanent record
 4. ADULT ED agrees to comply with all other terms, conditions and obligations pertaining to the Grant. In the event there is any liability accruing from inappropriate expenditure of

Grant funds by ADULT ED, other than as a result of the negligence of SWCCOG, ADULT ED agrees to be responsible, therefore.

5. Time is of the essence with respect to the covenants, conditions and obligations contained herein, as well as those set forth in the Grant.
6. ADULT ED understands that payment obligations hereunder are subject to payment to SWCCOG of Grant proceeds. ADULT ED understands that the Grant is subject to termination and early termination by DOLA.
7. Except for claims by DOLA arises out of the negligence or other wrongful act of the SWCCOG, or for claims related to the remote work education and support portion of the Grant, ADULT ED shall be responsible to the SWCCOG for any claim under the Grant Agreement related to outreach and community engagement and for business consulting, in the same manner and extent as the SWCCOG may be responsible to DOLA and shall indemnify and hold the SWCCOG harmless.
8. By executing this agreement, the parties do not waive any immunity or limit liability contained in the Colorado Governmental Immunity Act; do not create a multi-year fiscal obligation; and do not create any other financial obligation not supported by a current appropriation.
9. This agreement does not and shall not be interpreted to create a partnership, joint venture, employee/employer relationship or other relationship between the parties.
10. This Agreement is and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The provisions of this Agreement are solely for the benefit of the Parties and are not intended to confer upon any person or entity, except the Parties and their successors and assigns, any rights, or remedies hereunder. This Agreement is not assignable without the written consent of the non-assigning Party. This is the entire agreement between the Parties as to the subject matter of this Agreement and merges and supersedes all previous communications and agreements related thereto. No addition or modification of this Agreement will be binding on any Party, unless reduced to writing and signed by both Parties.
11. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to principles of conflict or choice of laws.
12. If either Party hereto believes that the other Party is in breach of this Agreement, it shall immediately notify the breaching party of such breach in writing. If the breaching party does not cure its breach within fifteen days of such notice, that parties may seek enforcement of the contract in La Plata County District Court.
13. Notwithstanding any provision of this Agreement to the contrary, neither Party shall have any liability for loss of product, loss of profit, loss of use or any other indirect, incidental, special or consequential damages, whether brought on an action for breach of contract

warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either Party's negligence.

14. In the event this Agreement becomes the subject of a dispute, the prevailing party shall be entitled to the reasonable attorneys' fees and costs it incurs from the losing party.
15. This Agreement is the product of the joint negotiations by the Parties and constitutes the joint drafting of all Parties hereto. It should not be construed more liberally towards any Party.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

SWCCOG

ADULT ED

Miriam C. Gillow-Wiles
Name

Name

Signature

Signature

Date

Date

Contract for All Hazards Coordination

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 10 June 2021

Comments: This five-county collaborative Southwest All Hazards Advisory Council (SWAHAC) is the outgrowth of an effort among various local agencies and two tribal governments to overcome coordination barriers between emergency response organizations that are considered stakeholders for natural and man-made emergency response efforts. Those agencies banded together and formed the SWAHAC to set the stage for creating state and local partnerships. States were encouraged to form coordinating councils, and to that end, the five county and two tribal reservations responded by creating the SWAHAC with representation from all emergency response and emergency planning disciplines. The SWAHAC seeks to improve local and regional communication and collaboration, build coordinated response and planning programs, encourage effective and efficient response development, and minimize duplication of effort. The SWAHAC works to increase coordination in their regional area and provide feedback to the State All Hazards Advisory Committee (SAHAC). The SAHAC encourages, implements, and/or oversees the provision of coordinated emergency response and planning. They also serve as the conduit to distribute federal homeland security grants.

The SWCCOG provides fiscal management for SWAHAC to manage federal homeland security grants issued through the Department of Homeland Security and Emergency Management (DHSEM). The SWCCOG contracts with a coordinator to serve as a liaison between the SWAHAC, local, state, tribal, federal agencies, and all appropriate stakeholders, provide administrative support for the SWAHAC, ensure that all purchases are compliant with grant requirements, and assist the SWCCOG in the preparation of reimbursement requests and progress reports. The previous coordinator recently resigned, and with the guidance of the SWAHAC the SWCCOG issued an RFP for a new coordinator. We received one proposal which met the requirements detailed in the RFP and was within the stated budget.

Legal Review: N/A

Fiscal Impact: The cost for coordinator is 100% grant funded

Staff Recommendation: Approve the contract with the SWAHAC Homeland Security Grant Coordinator

**Independent Contractor Agreement Between
The Southwest Colorado Council of Governments and Vicki Shaffer**

This contract is entered into on _____, 2021 (the “effective date”), between the Southwest Colorado Council of Governments (“SWCCOG”), a political subdivision of the State of Colorado, whose address is 295 Girard Street, Ste B, Durango CO 81303, and Vicki Shaffer (“CONTRACTOR”), whose address is 15104 Road 35, Mancos, CO 81328.

Purpose

The purpose of this contract is to describe the independent contractor agreement by which CONTRACTOR will perform the services as described in Attachment A.

Term and Conditions

The term for this contract is 12 months, commencing upon mutual execution of this contract and automatically renewing annually unless terminated by either party in writing.

Additional Documentation

CONTRACTOR shall complete within 15 days of the effective date of this contract documentation regarding: a) certification of compliance with prohibition of employ or contract of illegal aliens, b) proof of carrying professional liability insurance, c) provision of worker’s compensation and d) a W9 form.

CONTRACTOR shall maintain professional liability insurance and worker’s compensation insurance and all required business licenses during the length of the contract.

Consideration

For performance of services set forth in Attachment A, SWCCOG will pay CONTRACTOR at the rates provided in Attachment A, but not to exceed amount of \$51,000 during the contract period, with all payment contingent upon SWCCOG appropriation. Said payment is the full compensation to CONTRACTOR which shall bear all expenses incurred to accomplish the scope of work except as provided in Attachment A.

Submission of a monthly payment request shall be accompanied by a CONTRACTOR monthly progress report for the previous month summarizing activities & accomplishments and total hours of activity.

Payments shall be made from SWCCOG to CONTRACTOR within 30 days of receiving a monthly invoice.

Compensation shall be paid in the trade or business name of CONTRACTOR, unless the contractor is an individual and, in that case, in the name of the CONTRACTOR. CONTRACTOR shall be solely responsible for any payroll, withholding, or other taxes, and any of its insurance requirements. THE PARTIES HERETO UNDERSTAND THAT CONTRACTOR IS NOT ENTITLED TO WORKER’S COMPENSATION BENEFITS OR UNEMPLOYMENT COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.

Description of Work

Please see Attachment A for a detailed scope of work.

CONTRACTOR warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service. It shall be a condition of this Agreement that CONTRACTOR shall be responsible for meeting the program expectations of SWCCOG pursuant to Attachment A, and the terms, requirements, and specifications established herein,

in the performance of services hereunder to the satisfaction of the SWCCOG. CONTRACTOR warrants that it has all the skills, experience, and professional licenses necessary to perform the services specified in this Agreement. CONTRACTOR warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the services specified in this Agreement.

Independent Contractor/ Not An Employee

It is understood through this contract that CONTRACTOR is contracting with SWCCOG to provide specific services and this contract should in no way be interpreted that CONTRACTOR is an employee of the SWCCOG.

CONTRACTOR shall perform said services in its own way in the pursuit of its independent calling and not as an employee of SWCCOG, and shall be solely responsible for the means and methods and the proper performance of the services in compliance with the terms, requirements, and specifications of this Agreement. CONTRACTOR and any persons employed or retained by CONTRACTOR for the performance of services hereunder shall be independent contractors and not employees or agents of the SWCCOG. CONTRACTOR shall not be under the control of SWCCOG or its employees as to the means or manner by which such result is to be accomplished. It shall be a condition of this Agreement that CONTRACTOR shall be responsible for meeting the program expectations of SWCCOG, and the terms, requirements, and specifications established herein, in the performance of services hereunder to the satisfaction of the SWCCOG.

CONTRACTOR shall have no claim against the SWCCOG hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. CONTRACTOR shall be solely responsible for meeting all applicable withholding, tax, and insurance requirements.

Ownership of Work Product

SWCCOG shall be the owner of information gathered and developed during the project, and of all work product performed by CONTRACTOR under the terms of this agreement. Subsequent use of such information by CONTRACTOR shall require the advance written approval of the SWCCOG.

In the event of termination, all finished and unfinished work product(s) prepared by CONTRACTOR pursuant to this Agreement shall become the sole property of the SWCCOG, provided CONTRACTOR is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. CONTRACTOR shall not be liable with respect to the SWCCOG'S subsequent use of any incomplete work product, provided CONTRACTOR has notified the SWCCOG in writing of the incomplete status of such work product.

Equal Employment Opportunity

- A. CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), religion, creed, or physical or mental disability. CONTRACTOR may adhere to lawful equal opportunity guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion, and transfer, and advertising therefor; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship. CONTRACTOR shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause.
- B. All solicitations and advertisements for employees placed by or on behalf of CONTRACTOR, shall state that CONTRACTOR is an equal opportunity employer.

- C. CONTRACTOR shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by CONTRACTOR, so that such provisions are binding upon each sub-Consultant.
- D. CONTRACTOR shall keep such records and submit such reports concerning the racial and ethnic origin of employees and of applicants for employment as the U.S., the State of Colorado, the SWCCOG, or their respective agencies may require.
- E. CONTRACTOR shall comply with such rules, regulations and guidelines as the United States, the State of Colorado, the SWCCOG, or their respective agencies may issue to implement these requirements.

Records

CONTRACTOR shall maintain records that indicate the date, time, and nature of the services rendered under this agreement. CONTRACTOR shall make available for inspection by the SWCCOG all records, books of account, memoranda, and other documents pertaining to the SWCCOG upon reasonable request. SWCCOG, or a duly authorized representative from SWCCOG shall until three (3) years after final payment under this agreement have access to and the right to examine any of CONTRACTOR's books, documents, papers, or other records involving transactions related to this contract agreement. Additionally, pursuant to the SWCCOG procurement policy:

Audit of Cost or Pricing Data. The SWCCOG may, at reasonable times and places, audit the books and records of any contractor who has submitted all cost or pricing data pursuant to the Policy to the extent that such books, documents, papers, and records are relevant to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required, shall maintain such books, documents, papers, and records that are pertinent to such cost or pricing data for three (3) years from the date of final payment under the contract.

Audit of Contractor. The SWCCOG shall be entitled to audit the books and records of any contractor or subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers and records are relevant to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.

Contractor Records. If a contract is being funded in whole or in part by assistance from a federal agency, then the contractor or subcontractor at any tier are required to maintain for three (3) years from the date of the final payment, or as required by the grantor, all books, documents, papers, and records pertinent to the contract; and to provide to the SWCCOG, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers, and records for the purposes of examining, auditing, and copying them.

Insurance

Professional Liability Insurance: CONTRACTOR shall maintain professional liability insurance for itself and its employees in an amount no less than One Million Dollars (\$1,000,000) throughout the term of this Agreement. Such insurance shall provide that the SWCCOG be notified no less than 45 days in advance in the event of cancellation.

Worker's Compensation: CONTRACTOR shall secure, maintain and provide verification of all necessary Worker's Compensation insurance as may be required by law to provide coverage for CONTRACTOR's employees hereunder.

Conflict of Interest

CONTRACTOR warrants that it presently has no interest and shall not acquire any interest – direct or indirect – which would conflict in any manner or degree with the performance of services required under this Agreement.

CONTRACTOR shall disclose any potential conflicts of interest with the project regarding other employment, contracts or representation related to telecommunications services.

The SWCCOG may immediately terminate this contract if it determines that there is a conflict of interest with the project.

Confidentiality

Any confidential information provided to or developed by CONTRACTOR in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by CONTRACTOR without the prior written approval of the SWCCOG. CONTRACTOR acknowledges that during the engagement, it will have access to and become acquainted with various information or data owned or licensed by the SWCCOG and/or used by the SWCCOG in connection with the operation of its affairs, including, without limitation, the SWCCOG's business, processes, methods, lists, accounts and procedures. CONTRACTOR agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of its engagement with the SWCCOG. All files, records, documents, blueprints, specifications, information, letters, notes, lists, notebooks, and similar items relating to the business of the SWCCOG, whether prepared by CONTRACTOR or otherwise coming into its possession, shall remain the exclusive property of the SWCCOG. CONTRACTOR shall not retain any copies of the foregoing without the SWCCOG's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the SWCCOG, CONTRACTOR shall immediately deliver to the SWCCOG all such files, records, documents, specifications, information, and other items in its possession or under its control.

CONTRACTOR shall execute and comply with additional non-disclosure agreements as necessary to implement the project and as requested by the SWCCOG board.

Indemnification and Release

CONTRACTOR agrees to indemnify and hold harmless the SWCCOG, and its officers and its employees, from and against any and all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the services to be provided under this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, or other fault of CONTRACTOR, any subcontractor of CONTRACTOR, or any officer, employee, or agent of CONTRACTOR .

CONTRACTOR waives and releases the SWCCOG, and its officers and its employees, from any and all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage which Contractor may suffer and which arise out of or are in any manner connected with the services to be provided under this Agreement.

Termination

Either party may terminate this Agreement, without cause, upon providing 30 days written notice to terminate the contract.

In addition, SWCCOG, may immediately terminate this contract pursuant to paragraph 6.9 of its Procurement Policy if CONTRACTOR:

- (1) Fails to begin the work within the time specified in the Contract;
- (2) Fails to perform the work with sufficient workers and equipment or with sufficient materials to assure the prompt completion of said work;
- (3) Fails to perform the work in accordance with contract requirements or refuses to remove and replace rejected materials or unacceptable work;
- (4) Discontinues the work;
- (5) Fails to resume work which has been discontinued within a reasonable time after notice to do so;
- (6) Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency;
- (7) Allows any final judgment to remain unsatisfied for a period of ten (10) days;
- (8) Fails to comply with contract requirements regarding minimum wage payments;
- (9) Is a party to fraud; or,
- (10) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Additionally, SWCCOG may immediately terminate this contract if it determines that there is a conflict of interest with the project.

SWCCOG's approval of any services or any payment hereunder shall not in any way relieve CONTRACTOR of the responsibility for the accuracy and completeness of the services, or for compliance with the terms, requirements, and specifications applicable thereto; and no such approval shall constitute a waiver of any rights of SWCCOG under this Agreement, or of any cause of action arising out of or in any way connected with this Agreement.

Miscellaneous

CONTRACTOR shall receive and securely maintain personal data on its contractors necessary for the purposes of administration and reporting. The data will be held for one year beyond the duration of this contract to answer any required and appropriate question relating to you as contractor.

CONTRACTOR, at all times, agrees to observe all applicable Federal and State Laws, Federal and State contract requirements, and SWCCOG rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

CONTRACTOR shall advise SWCCOG of any duties or responsibilities on this contract that are subcontracted to other parties and shall remain responsible for the quality, timeliness and completeness of all contract duties. Notwithstanding, no portion of this contract shall be subcontracted without SWCCOG prior written approval. CONTRACTOR shall be solely responsible for the compensation, insurance, taxes, withholding, and all clerical detail pertaining to such assistance.

CONTRACTOR and any of its officers, employees or contractors do not have the authority to obligate the SWCCOG to contracts or expenditures.

It is understood and agreed that SWCCOG's performance shall be subject to appropriation of funds by its governing body, and payment of such funds into the treasury of such party.

This Agreement may be amended only by the mutual written agreement of the parties.

This Agreement shall not be assigned by either party without the written consent of the other party.

This Agreement contains all agreements, understandings, and arrangements between the parties, and no other such agreements, understandings, and arrangements exist.

This Agreement shall be governed by the laws of the State of Colorado and applicable federal law. Nothing in this Agreement shall be construed as a waiver of SWCCOG's governmental immunity.

In the event this contract is litigated, SWCCOG shall be entitled to all litigation expenses, collections fees, witness fees, court costs and attorney fees if it prevails. Venue and jurisdiction for any claim shall be in the La Plata County District Court.

It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the parties. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any other person or entity, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

Acknowledgment

All parties hereby acknowledge and accept the terms and conditions of the above contract and acknowledge receipt of a copy by evidence of their signatures found below.

Agreed to by CONTRACTOR by

(Name and Title) Date

Agreed to by the Southwest Colorado Council of Governments by

Miriam Gillow-Wiles, Executive Director Date

Attachment A

Scope of Work

- Serve as the primary point of contact for the SWAHAC with regard to the Homeland Security Program for the Colorado Division of Homeland Security and Emergency Management (CDHSEM).
- Ensure SWAHAC, SWCCOG and elected officials are informed on grant status, policy issues, required legislation, etc.
- Act as a liaison for planning, training and exercises related to All-Hazards and Homeland Security Programs.
- Attend monthly Homeland Security Coordinator Meetings as well as special meetings that may be scheduled for urgent situations and provide the SWAHAC regular detailed reports of the meeting outcomes.
- Facilitate multi-jurisdictional planning related to Homeland Security efforts.
- Serve as the primary point of contact for Regional threat and hazard identification and risk assessment (THIRA) including coordinating representatives from stakeholder agencies to provide input for assessment processes.
- Attend annual Improvement Planning Conference, and the Training and Exercise Planning Workshop. Assist CDHSEM in identifying key stakeholders that should be invited to provide input to these events.
- Participate in the State Homeland Security Strategy development and provide input for other statewide homeland security planning efforts.
- Coordinate the development of a Regional Homeland Security Strategic Plan.
- Coordinate the update of the Regional Tactical Interoperable Communications Plans and provide input into the Statewide Communications Interoperability Plan.
- Populate the Initial Strategy Implementation Plan and update the Bi-Annual Strategy Implementation Report, in coordination with the CDHSEM, based on federal submission dates and requirements.
- Submit quarterly narrative and financial reports, in coordination with the fiscal agent.
- In coordination with the fiscal agent, support the preparation of reimbursement requests. These requests are submitted at least on a quarterly basis and must follow the guidelines and format provided by the CDHSEM.
- Serve as the lead for the Regional (or entity) Homeland Security Grant Development process.
- Comply with and follow all requirements established in the CDHSEM Grant Management Guide.
- Ensure that all purchases made with grant funds are provided only to agencies that are NIMSCAST, Resource Inventory Report and National Incident Fire Reporting System compliant as appropriate.
- Complete the Protected Critical Infrastructure Information (PCII) training and at a minimum the on-line analyst training for ACAMS offered through the CDHSEM.
- Oversee Homeland Security equipment acquisition, management and inventory of equipment for compliance with Homeland Security Grant guidelines.

- Assist the fiscal agent for the grant with compliance and response to audits.
- Prepare and deliver timely and accurate reports to the SWAHAC.
- Attend monthly meetings of the SWAHAC and its subcommittees or working groups.

This job requires statewide travel with some out of state travel when appropriate.

Cost of Services

The SWCCOG shall pay an hourly rate of \$40.00 made in monthly payments. Additionally, requests for reimbursable costs shall be submitted together with any receipts or other relevant documentation monthly, and the same shall be paid by the SWCCOG within 30 days of receipt. Reimbursable costs include:

- Travel including mileage, per diem, and hotels for meetings supporting the Region, expenses for planning workshops and/or training courses as required. Mileage and per diem are calculated based on OMB rates.
- Supplies and meeting expenses (including postage, copy paper, print cartridges, other office supplies for planning purposes).
- Training Expenses: planning workshops, grant workshops, and/or training courses as required and needed.

Total payments will not exceed the amount of \$51,000 during the contract period, with all payment contingent upon SWCCOG appropriation.

Ratify Letters of Support

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 10 June 2021

Comments: The SWCCOG was asked to provide two letters of support, due to the timing and after confirming alignment per the SWCCOG's Letter of Support Policy, the Executive Committee authorized submission of the letters, with ratification at this meeting.

The first letter of support request was from the Southwest Colorado Outdoor Recreation Alliance (more information at: www.southwestoutdoors.org) to apply for a capacity building grant from the Colorado Outdoor Regional Partnerships Initiative (from the Colorado Office of Outdoor Recreation Industry):

Does this have a regional impact?

- Yes, this proposal will have a regional impact. We have strong participation from non-profits, conservation and stewardship organizations, outdoor industry retailers and manufacturers, outdoor education partners, local government and land managers from La Plata, San Juan and Montezuma counties and aim to increase our reach to Archuleta and Dolores counties (and perhaps beyond) through capacity building efforts funded by this grant.

Is it a proposal that involves the SWCCOG, the SWCCOG's established goals, existing SWCCOG projects, and/or existing or previous advocacy?

- Given the SWCCOG's involvement in projects focused on the environment and tourism, the efforts of SWCORA are in alignment with SWCCOG's efforts.

Has the proponent consulted with SWCCOG members or other agencies that might have jurisdiction over decisions that could impact the implementation of the proposal?

- We are seeking support letters from the Town of Silverton and City of Cortez, both of which are SWCCOG members. In addition the Office of Outdoor Recreation Industry is aware of and supports our efforts to become an official regional partner.

Other questions to consider, and potentially include in Board communication.

- If we are successful with this grant the potential positive impact is a unified strategy for the challenges and opportunities facing the outdoor recreation and conservation community in SW Colorado, as well as a seat at the table as the state works on its statewide conservation and recreation plan (similar to the water plan). There are no financial repercussions for SWCCOG and to my knowledge we are the only coalition of this kind operating in the region.

Ratify Letters of Support

The second letter of support request was from the Region 9 Economic Development District seeking congressionally directed spending to lead a collaborative feasibility study to identify, build and provide longer term substance treatment and/or a youth mental health in-patient option in the region. The intent is to leverage local Opioid settlement dollars for development of such a facility. This project is in alignment with the regional Comprehensive Economic Development strategies, within which mental health and substance abuse concerns have come up as a high priority in each county.

Legal Review: N/A

Fiscal Impact: None to SWCCOG

Staff Recommendation: Ratify the Letters of Support for the Southwest Colorado Outdoor Recreation Alliance and the Region 9 Economic Development District.

Ratification of Congressionally Directed Spending Request

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 10 June 2021

The Executive Committee approved SWCCOG staff to apply for Congressionally Directed Spending for broadband infrastructure to both Senator Bennet and Senator Hickenlooper. This approval needs to be ratified.

The request from the SWCCOG seeks funding to build 65 miles of fiber between Durango and Pagosa Springs and help support LPEA in the pole replacement costs.

Total Cost: \$28,208,400
Federal Request (60%): \$16,925,040
Non-Federal Amount (40%): \$11,283,360

Attached is the actual request for those interested.

Legal Review: N/A

Fiscal Impact: High

Staff Recommendation: Approve the Congressionally Directed Spending Request for Broadband Middle Mile Infrastructure between Pagosa Spring and Durango.

Congressionally Directed Spending Request

PRIMARY POINT OF CONTACT

Full Name: Miriam Gillow-Wiles

Organization: Southwest Colorado Council of Governments

Title: Executive Director

Street Address: 295 Girard St, Ste B

City: Durango

State: CO

Zip Code: 81303

Phone Number: 970-779-4592

Email: director@swccog.org

HEAD OF ORGANIZATION / DEPARTMENT / AGENCY

Submitting Organization/Department/Agency:

Southwest Colorado Council of Governments

Is the requesting entity a public or 501(c)3 non-profit organization?

YES

Has the submitting entity or any potential sub-grantees been subject to sanction or litigation by state, local, or federal governments in the past five years?

NO

Is the proposed recipient currently in material non-compliance of a prior grant award made by the proposed Federal funding agency?

NO

List any entities or organizations partnering in, or supporting, the project.

- La Plata Electric Association
- Southern Ute Indian Tribe
- Archuleta County
- La Plata County
- Town of Bayfield
- Town of Pagosa Springs

- Region 9 Economic Development District

FUNDING REQUEST

Name of Proposal:

Southwest Colorado Middle Mile Broadband Project

Exact Address of the Project:

La Plata Electric Association Durango Substation, Durango, Colorado to La Plata Electric Association Ponderosa Substation, Pagosa Springs, Colorado

Provide a brief description of the activity or project for which funding is requested.

Southwest Colorado is the least connected region of the state of Colorado, and one of the most challenging to build middle mile broadband infrastructure across due to high mountains, canyons, public lands, low population density, and long distances between communities. La Plata Electric Association (LPEA), Southwest Colorado Council of Governments (SWCCOG), and the Southern Ute Indian Tribe are partnering to develop middle mile broadband between the communities of Durango and Pagosa Springs. The development of fiber optics between the communities will tie into fiber optics currently being built through a public private partnership with Colorado Department of Transportation (CDOT) across the continental divide and provide redundancy to all the partners, CDOT, local governments, as well as the internet service providers. This tie across the continental divide will add redundancy and connectivity to the entire state of Colorado.

Proposed Project Start Date:

10/1/2021

Proposed Project Completion Date:

12/31/2025

What is the total cost of the project?:

\$28,208,400

What dollar amount is being requested for Congressionally Directed Spending?

\$16,925,400

Please provide an itemized breakdown of how the requested funding will be used.

Federal Request:

\$16,925,400 will be used to build fiber between the City of Durango and the Town of Pagosa Springs Colorado on the La Plata Electric Association utility poles. This cost includes 432 strands of aerial fiber, final engineering costs, permitting, construction labor, and technical labor including splicing, testing, and similar specialized technical services. The fiber costs also include 20%

contingency due to the unknown commodity and labor markets during the duration of the project. This will also include required replacement of utility poles and equipment to support fiber optic infrastructure.

Non-Federal Funding:

\$11,283,360 will be utilized by LPEA for replacing equipment, construction labor, design, securing right-of-way, and permitting along 40 route miles between the two communities. The equipment to be replaced includes poles, lines, electronics, and technology equipment to manage the electric grid at the LPEA substations along the route.

Subcommittee:

Transportation, Housing and Urban Development, and Related Agencies

Name of the Account:

Housing and Urban Development (HUD) Economic Development Initiatives (EDI) for economic development projects

Is this a one-time request for Congressionally Directed Spending?

Yes

Has the project already received federal funding? If so, please details amounts, dates, and sources.

No

If additional federal support is necessary, when will the project be self-sustaining?

N/A

What are the sources of the remaining non-federal funding (private or other governmental funding) and when will that funding be secured?

The source of non-federal funding in this request is budgeted expenses from LPEA. Funding will be budgeted on an annual basis throughout the expected build time frame between October 2021 through December 2025

NEEDS STATEMENT

Describe how the proposed project is consistent with the activities and mission of the federal agency which would fund the project.

The proposed project is consistent with the Transportation, Housing, Urban Development, and Related Agencies through the Department of Housing and Urban Development, Community Planning and Development Program of Economic Development Initiative (EDI). Per the Community Planning and Development website, the EDI funding is to "... improve the conditions of distressed and blighted areas and neighborhoods, stimulate investment, and encourage economic diversification and revitalization." As the pandemic made clear, there are large swaths

of rural America without affordable and abundant broadband, including the area of southwest Colorado between the City of Durango and the Town of Pagosa Springs. Investment in broadband has been shown to increase economic growth and diversification. A study by Deloitte identified increased US job growth and GDP, "More than 875,000 additional U.S. jobs and \$186 billion more in economic output would have occurred in 2019 had there been a 10 percentage-point increase in broadband access in 2014." (Deloitte, 2021). Had these jobs been realized in southwest Colorado less individuals and households would have been financially impacted by the novel Corona virus. The proposed project will help provide broadband access to over 30,000 individuals, help increase wages to the national median of \$65,715 and over all support a more resilient economy.

Why is this project a good use of taxpayer funds?

The cost of building large scale middle mile fiber in the Rocky Mountain West is an expensive endeavor. This request is a large investment in infrastructure, much like that of any of the other critical infrastructure such as roads and electricity. Fiber optic lines have a minimum expected life span of 20 years, though there are significant amounts of fiber optic cables across the country that are older and still in use. The SWCCOG is requesting 60% of the total cost, or \$16,925,400. Over the lifetime (20 years) of the fiber optic infrastructure this equates to \$846,252/annually. The pandemic has shown that areas with broadband access allow individuals, employees, and employers to realize higher wages and income This income translates into local sales tax and property tax dollars, increased state sales tax, and increased federal income taxes. Based on 2020 income tax rates, if 75 families increase their salaries to the national median of \$65,715 (ACS 2020 data) annually for 20 years, this funding request would be cost neutral. This investment is a great use of taxpayer funds, as broadband infrastructure has the capacity to increase income, which increases local, state, and federal tax income. This request also supports the installation and development of modernization of the regional electric grid; specifically, broadband supports smart grid technology and updated utility poles support broadband infrastructure. To hang fiber on the utility poles, it is required the poles and other equipment is upgraded as the existing infrastructure is too old to support modern needs.

How will this project benefit the state of Colorado?

The 65 miles of fiber optic development supports the state of Colorado in significant ways. This route connects the state east of the Continental Divide to the areas west of the Divide. The Southern Ute Indian Tribe, Ute Mountain Ute Indian Tribe, Governor Polis, Colorado Department of Transportation, Colorado Department of Local Affairs, and, Southwest All Hazards Advisory Committee, Southwest Incident Management Team, Region 10 League for Economic Assistance and Planning, and Northwest Colorado Council of Governments among others have all identified the route as one of the most critical, if not the most critical in the state. The development of the fiber optic route will tie into the CDOT fiber crossing the Continental Divide on US Highway 160. The route proposed in this request will connect much of the state and create a redundant loop from Denver to Grand Junction, Grand Junction to Durango, Durango to Pueblo and Pueblo to Denver.

How will this project benefit the local community?

The residents, businesses, and governmental facilities of five counties of Southwest Colorado struggle with affordable, abundant, redundant connectivity. The proposed project will build open access middle mile fiber optic between the communities of Durango and Pagosa Springs in the counties of La Plata and Archuleta, respectively. By doing so, this allows the internet service providers to provide additional services to residents, businesses, and communities along the route, providing broadband services in areas where none currently exists. In addition, this route helps support the community anchor institutions, including schools multiple K-12 school districts and the local community college. Three of the four hospitals in Southwest Colorado are located along this route, connecting the rural healthcare facilities is vital for coordination and communication for patient care. In addition to schools and healthcare facilities, the country is seeing a significant increase in the opportunity for remote work, up 47% from Oct 2019 to Oct 2020 (EMSI), this route allows the numerous communities, subdivisions, and households to fully engage in the workforce; currently many households along this route are unable to participate in the labor force due to lack of connectivity. Finally, the middle mile fiber optic build in this request will also support the local rural electric association, La Plata Electric Association through development of smart grid technologies (load balancing, fire safety/prevention) and the development of charging stations for electric vehicles. This request directly supports the LPEA request for a charging station outside of Durango to load balance the electric current at the charging stations. Finally, this route crosses part of the Southern Ute Indian Tribe reservation, this request will build some of the only fiber on the reservation, which the Tribe plans on utilizing to serve Tribal members and businesses.

ADDITIONAL INFORMATION

Have you submitted this project to another member of Congress?

YES

If yes to the above, who else in the Colorado delegation has received this request?

Senator Bennet

Reports

2021 SWCCOG Board Meeting Attendance

Current Members										Partner Organizations												
Jurisdiction	Archuleta County		Town of Bayfield		City of Cortez		City of Durango	Town of Ignacio	La Plata County		Town of Pagosa Springs		San Juan County	Town of Silverton	Dolores County	Town of Dolores	Town of Dove Creek	Town of Mancos	Montezuma County	Southern Ute	Town of Rico	Ute Mountain Ute
Member Name	Alvin Schaaf - Primary	Scott Wall - Alternate	David Black - Primary	Katie Sickles - Alternate	Mike Lavey - Primary	John Dougherty - Alternate	Olivier Bosmans - Primary	Mark Garcia - Primary	Marsha Porter-Norton - Primary	Chuck Stevens - Alternate	Andrea Phillips - Primary	Shari Pierce - Alternate	Willy Tookey - Primary		Steve Garchar	Ken Charles					Kari Distefano	
Feb	Present	Absent	Present	Present	Present	Present	Absent	Present	Present	Absent	Present	Present	Present	Absent	Absent	Present	Absent	Absent	Absent	Absent	Absent	Absent
Mar	Present	Absent	Present	Present	Present	Present	Absent	Present	Absent	Present	Present	Present	Present	Absent	Absent	Present	Absent	Absent	Absent	Absent	Absent	Absent
April	Absent	Absent	Present	Present	Present	Present	Absent	Present	Present	Absent	Present	Present	Present	Absent	Absent	Present	Absent	Absent	Absent	Absent	Absent	Absent
June																						
Aug																						
Oct																						
Dec																						
Percent Attend	67%		100%		100%			100%	67%		100%		100%	0%								
Dues Paid	★		★		★		★	★			★		★									

Present
Absent

*removed notation to indicate remote attendance

Director Report

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 10 June 2021

Comments: You can see we've been busy busy working on a number of projects across a number of topics. In addition to the work related to get to Board Packet items, I have been engaging with the following. I will be continuing to work from home for some time, as my 14yo dog has needs to be given medication 3-4x times a day, necessitating my need to be at home. For the most part she is very excited about getting cheese so many times a day now.

Broadband

Much to everyone's surprise I have been working quite a lot on broadband. Testifying remotely at the State House on HB21-1289, working with the Colorado Broadband Office, the Pagosa Springs Broadband Coordinators, presenting to the Durango Kiwanis Club, and providing educational information and interviews for the City of Cortez's SB152 opt out election, and of course plotting how to spend large amounts of federal funding on solving all our broadband issues.

We issued an RFI for middle mile broadband partnerships. These are due July 7th, and Staff has requested a special meeting in mid-July to select partnerships for various routes.

Staffing

Unfortunately, Gloria has left the employment of the SWCCOG. However, she has taken the position of the Town Administrator in Silverton. So really, we have not lost her at all and are very proud the COG could be a steppingstone to bigger and better things.

We are working on finding another Project Coordinator as a temporary staff member. This position is temporary due to the nature of grant funding, as I dislike hiring permanent staffing without a steady source of income for that position. This person should be onboard in July and at the August Board meeting.

In addition to hiring a Project Coordinator, I am working on bringing on a Junior or Senior high school student through an internship program to develop and manage our social media and outreach.

It has become increasingly challenging to get all the work and projects executed with such a small staff (three was still challenging). Considering this, the organization needs to increase funding to do so. Current staff are over capacity in projects, programming, grant writing, and general day to day operations.

Director Report

Regional Housing Alliance of La Plata County (RHA)

You may remember the SWCCOG provides fiscal and administrative support for the RHA since the organization's move to dormancy in 2017. A lot of my focus this last couple of months has been acting as staff for the RHA. The RHA is working towards figuring out what to do after dormancy for the last 3 years. They will be going through a strategic planning process at the end of June.

Colorado City County Manager Association (CCCMA)

I will be presenting to the CCCMA in Glenwood Springs on June 24th on, what else, broadband. This will be the first in person conference in 18 months. Although this is a strange feeling, it will be good to see people in person again.

PTO

I will be out of the office and mostly out of cellular service from Monday, June 14th to Saturday June 19th for a camping trip.

Upcoming Meeting Dates:

Thursday, August, 1:30-4pm.

Broadband Report

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 10 June 2021

Comments Obviously, LOTS going on with broadband, as there always is. Staff is reviewing federal notice of funding opportunities (NOFO) to see what the region may be eligible for based on requirements and previous funding awarded for the region. Staff continues to work with Southern Ute and Ute Mountain Ute Tribes on broadband as well.

Miriam led a meeting with Senator Hickenlooper (remote) with a panel to discuss the needs and impacts of lack of broadband in the region. This was an hour-long meeting and very impactful as Senator Hickenlooper is a member of the Senate Commerce Committee, which oversees several federal programs engaged with broadband such as the NTIA and EDA.

State Legislation HB21-1289

As mentioned earlier in the packet and previously by email, the state's broadband stimulus funding. Below is a summary of the legislation.

[Summary of HB1289:](#)

- \$35 million from the digital inclusion grant program fund to the office of information technology for use by the Colorado broadband office to implement the digital inclusion grant program; this also includes \$10 million for each Tribe.
- \$35 million from the broadband stimulus account in the broadband administrative fund to the department of regulatory agencies for use by the board to implement the broadband stimulus grant program; and
- \$5 million from the interconnectivity grant program fund to the department of local affairs for use by the division of local government to implement the interconnectivity grant program.

Previously this funding was allocated from state funding, but since a number of bills have been passed in the Senate, this has caused the state to overspend the state allocated stimulus funding. So to provide broadband funding they are planning on using ARPA funding for the \$75 million.

Speed Issues:

All speeds are listed as 25/3Mbps in the state legislation, rather than 100/100Mbps in the ARPA interim rules thanks to a sentence on page 136 of the [Interim Final Rules](#). "Unserved and underserved households or businesses

Broadband Report

means one or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed"

Here are the issues with HB1289:

- Federal funding cannot be used to match federal funding.
- Treasury has already made it clear ARPA funding cannot be used to match federal grants.
- Therefore, the local allocations of ARPA cannot be used to match the \$5M in DOLA grants, and unlike normal, DOLA grants from this funding cannot be used to match federal broadband grants
- Tribes cannot use their allocation to match federal grants
- Ultimately, we are going to have to find a lot more local, non federal dollars, to bring in broadband funding to solve the issues in SW, and frankly the rest of rural Colorado.
- The SWCCOG's RFI for Broadband Public-Private Partnership should provide some partnerships that can provide non-federal funding to develop broadband.

Fiscal Administration Report

To: SWCCOG Board of Directors
From: Jessica Laitsch
Date: 10 June, 2021

Comments: The SWCCOG is contracted with a number of small agencies to assist with fiscal management. The intent is to help these small agencies comply with basic administrative requirements at minimal cost, as well as to provide a modest revenue stream for the SWCCOG. Below are brief summaries of the current activities of these various organizations:

Colorado Association of Regional Organizations (CARO):

Nothing new to report.

Regional Housing Alliance of La Plata County (RHA):

RHA will be holding a two-day Board retreat at the end of June for a comprehensive discussion of the future plans of the RHA.

San Juan Resource Conservation and Development Council (SJRC&D):

The SJRC&D met on 18 May, 2021. The discussion included a summary of the status of various ongoing projects.

If any SWCCOG Board members are aware of any non-profits that could benefit from the assistance of a fiscal sponsor to help manage expenses and establish their organization, please contact Miriam or Jessica. The next meeting of the SJRC&D is scheduled for Tuesday, 13 July, 2021.

Southwest All Hazards Advisory Council:

The SWCCOG is assisting as the SWAHAC transitions to a new project coordinator. The SWCCOG is eligible for reimbursement of certain management and administration costs for managing these grants.

Southwest Colorado Incident Management Team (SWIMT):

The SWIMT is coordinating two significant training opportunities for its members in June. Due to COVID travel restrictions, training opportunities throughout the year had been limited. The SWCCOG is eligible for reimbursement of certain management and administration costs for managing this grant.

Grant Updates

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 10 June 2021

Comments: **Open Grants:** 6
Existing Grant Funding: \$267,188, some carry over from 2020
Grant Requests in 2021: 2, 1 more expected in April
Funded Grant Requests in 2021: 0 (too early just yet)

Existing Grants:

DOLA REDI – NEPA Work for EDA Towaoc Broadband Project – AWARDED UNDERWAY - PROJECT WILL BE COMPLETED 6/30/2021

- \$84,600
- Finalize NEPA work on US160/491 between Cortez and Old Pottery Barn north of Towaoc.
- NEPA work is required to be complete before EDA broadband grant is awarded
- SWCCOG is under contract with Montezuma County for match for the project. Expected to get underway this spring.

CDOT 5310 Funding – AWARDED

RFP HAS BEEN AWARDED AND PROJECT IS UNDERWAY

- \$30,088 for staff and consultant
 - The Mobility Management team will manage and deliver coordinated transportation services to older adults and people with disabilities within the following described service area: The southwest Colorado five-county region consisting of Archuleta, Dolores, La Plata, Montezuma and San Juan Counties.
 - The Mobility Management team shall only perform mobility management activities allowed under FTA Section 5310, such as:
 - a. Operating transportation brokerages to coordinate service providers;
 - b. Coordinating transportation services;
 - c. Supporting local partnerships that coordinate transportation services;
 - d. Staffing for the development and implementation of coordination plans;
 - e. Providing travel training and trip planning activities; and/or
 - f. Developing and operating traveler call centers.
-

Grant Updates

DOLA Technical Assistance EIAF 7203 – AWARDED

CONTRACT FOR SERVICES IN DECISION ITEMS

- \$49,000
- The request was for funding to help support remote work readiness for residents of the region, and support business growth in partnership with SCAPE for the areas outside of Durango.
- The Contract with SCAPE has been executed and is underway
- The Contract with Adult Ed for digital literacy and workforce upskilling is in the Packet.

CDOT CDL Development Purchase Order

PO IS CREATED, WAITING ON CDOT FOR PAPERWORK

- The DOLA 8824 Grant (see below) was awarded to the SWCCOG to help create a CDL program in the region. Due to a variety of reasons, this has not moved in any consistent manner.
- CDOT has been awarded funding through the Federal On-the-Job Training Supportive Services to invest in statewide construction workforce.
- CDOT and SWCCOG have developed a Purchase Order outlining objectives and tasks. Objectives include:
 - o Lead the establishment of a CDL Class B training program in the Durango area
 - o Coordinate stakeholders to develop a short-term (6-12 months) approach to consolidating existing training and testing resources
 - o Communicate proactively and consistently with both internal and external program stakeholders, paying particular attention to CDOT and DOLA
 - o Identify opportunities to provide supportive services to trainees in the form of technology or transportation
- The Purchase Order will cover the cost of the SWCCOG time based on the staff performing the activities and number of hours via reimbursement.
- Estimated that the SWCCOG will invoice for \$20-24,000
- This will count towards match for the DOLA grant as well.

CDOT TPR FY20-21 Funding – Ends 6/30/2021

The TPR is funded through a Purchase Order, for \$22,100.

- This funding will cover staff time related to TPR goals and administration of the TPR

Grant Updates

- Also purchased hot spots for connectivity for Tribal representatives to attend STAC and Transportation Commission meetings since connectivity is highly limited on both reservations.

DOLA 8824 – 2019 Technical Assistance – Ends 8/31/2021 – EXTENSION GRANTED **CDL COMPONENT CONTRACT IS IN BOARD PACKET**

- \$20,000 - CDL Program Development and Cost Reduction for COG Members (*Shared Services/Community Support*)
- \$30,000 - Development of end markets for hard to recycle items (*Environment*)
 - o Match from CDPHE Regional Waste Studies - CDPHE or USDA
- No funding for staff

DOLA 9149 – Technical Assistance Grant 2020 – Ends 12/31/2022 – EXTENSION GRANTED

UNDERWAY WITH HOUSING SOLUTIONS AND CONSULTANT

- \$35,000
- Match for Housing Solutions Regional Housing Data Collection
- Identify and better understand regional housing including quantity and quality of housing types across the 5 counties.
- Housing Solutions is under contract with Root Policy Research and project has been started.
- Project will be completed by 8/31/2021

Grant Requests Pending:

RREO Waste Diversion Revolving Loan Program

- In partnership with Region 9 the SWCCOG is trying to create a waste diversion revolving loan program to help reduce landfilling and increase small business development.
- Total Grant Request: \$60,463
 - o \$12,759 SWCCOG Staffing
 - o \$40,000 for revolving loans
 - o \$3,000 program set up costs
 - o \$4,200 marketing and outreach
- Match: \$100,000 from Region 9 RLF
- Awards expected in mid April

DOLA Broadband

- Applied for ~ \$800,000 from DOLA Broadband
 - Support Wolf Creek broadband development
 - Will help with ROW, engineering, and similar preconstruction costs
-

Grant Updates

- SWCCOG will have assets equal to the amount of funding awarded

Current Grants in Development

- DOLA REDI
- OEDIT Remote Work Marketing

Future Grants

DOLA

USDA Funding

- Post USDA REDI Technical Assistance work
- Will focus on targeting outcomes and recommendations of USDA REDI TA
- Likely various co-working spaces, outdoor recreation economy development, programs with San Juan College and PCC

Broadband Funding

- USDA funding in 2021
- Public Private Partnerships

Transportation Report

To: SWCCOG Board of Directors
From: Jessica Laitsch
Date: 10 June, 2021

Comments: Transportation:

There was a SWTPR meeting held on 8 April, 2021. The meeting included updates on the Colorado Main Streets Grant Program and on SB 267 funding.

The next meeting will be held at 9:00 a.m. Thursday, 10 June, 2021.

Transit:

The last Transit Council meeting was held on 27 May, 2021. Topics included an update on the Statewide NEMT brokerage system and an overview of the SWCCOG's Regional Digital Mobility Hub Implementation Plan.

The SWCCOG is working with Compass Transit for the design of a regional mobility information system, a comprehensive one-call/one-click system of transportation options throughout the region. The contractor will be meeting with partner agencies for initial information collection in the next few weeks.

Staff attended, via webinar, the annual spring conference of the Colorado Association of Transit Agencies.

Community Updates

If time allows