



SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

Regular Board Meeting Agenda

Thursday, 28 June 2019

8:30 – 9:30 am

1101 East 2nd Avenue, Durango, CO 81301

- I. Introductions
- II. Public Comment – 5 minutes per person
- III. Consent Agenda
 - a. May 2019 SWCCOG Meeting Minutes
 - b. April 2019 Financials
- IV. 2018 Audit Presentation
- V. Reports (Staff will be available for questions on the written reports)
 - a. Director's Report
 - b. Broadband Report
 - c. Transportation Report
 - d. VISTA Report
- VI. Decision Items
 - a. Letters of Support: Archuleta Bus Facilities, Regional Food Systems, and Housing Solutions of the Southwest
 - b. MOU for Grant Fiscal Agent

Consent Agenda

**Southwest Colorado Council of Governments
May Board Meeting
Thursday, 9 May, 1:30pm
295 Girard Street, Durango, CO 81303**

In Attendance:

Karen Sheek – City of Cortez
Andrea Phillips – Town of Pagosa Springs
David Black – Town of Bayfield
Willy Tookey – San Juan County
Ronnie Maez – Archuleta County

Staff in Attendance:

Miriam Gillow-Wiles – Southwest Colorado Council of Governments
Jessica Laitsch – Southwest Colorado Council of Governments
Sara Trujillo – Southwest Colorado Council of Governments

Guests in Attendance:

John Dougherty – City of Cortez
Paul Roithmayr
Ann McCoy-Herald – Senator Gardner’s Office
Diane Kruse – NEO Connect (by phone)

Introductions

The meeting was called to order at 1:36 pm, everyone introduced themselves.

Public Comment

None.

Consent Agenda

April 2019 SWCCOG Meeting Minutes

March 2019 Financials

Willy Tookey motioned to approve the consent agenda, David Black seconded, unanimously approved.

Decision Items

USAC Broadband Contractor Selection(s):

Miriam described the status of the USAC bid process, the proposed bids, and the recommendations from staff and the consultant. Andrea asked for confirmation that the requested action is to award bids from LightWorks. Miriam confirmed that the request is to accept the bids from LightWorks from the 2018 bids process and reject the equipment and lit services bids.

Andrea Phillips motioned to award the USAC bid to LightWorks for Cortez to Dove Creek, Cortez to Telluride, and Durango to Silverton and reject the bids for lit services and equipment and authorize the Executive Director to execute a contract, David Black seconded, unanimously approved.

USAC Broadband Contracting:

Addressed in previous item. Willy asked about the Durango to Cortez route which had been determined to not be feasible. Miriam replied that the proposed route through San Juan County, New Mexico would achieve the goal.

Accountant Contract:

Karen explained the purpose behind this request. Miriam clarified that the amount on the memo should be \$52,500 and the amount for 2019 will be half because the contract is beginning mid-year. She added that the contract would be ongoing unless ended by either party. Andrea asked where the savings would be seen. Miriam replied that the savings are related to staff benefits cost. Andrea asked if this is sole source and whether that should be included in the motion. Miriam replied this is sole source due to her knowledge of the organization and therefore savings related to training.

Andrea Phillips motioned to approve the accounting contract with BookKey LLC for contracted accounting services and motion that this is a sole source purchase due to the intimate knowledge that the contractor has of the COG with a cost not to exceed \$52,500 annually prorated for this year, David Black seconded, unanimously approved.

Reports

Director's Report:

Miriam reported that April was busy. San Juan County, NM and Farmington have each approved \$15,000 for grant match. She summarized the upcoming economic workshop in New Mexico. There was discussion about education costs for training for new career paths. Staff is working with the local food initiative, she will share more information as it is available. There will be a meeting with Pew Charitable Trusts later in May. Andrea asked about next steps on SB 19-107. Miriam replied that this would go into effect on July 1 and the electric cooperatives will be working to determine next steps. There was discussion about the previous challenges with perfecting easements. There was discussion about the challenges with the legislative session this past year.

Legislation Report:

Transportation funding was not addressed. A question to allow the State to retain excess funds, part of which would go to transportation, will be on the ballot. Willy described efforts to address Gallagher as that has become the major issue for rural communities. Miriam described various possible approaches that have been discussed. There was a discussion about the history and effects of Tabor and Gallagher.

Discussion Items

Strategic Planning:

Miriam described that DOLA has approved the COG to move forward with strategic planning. Paul explained that he and Karen Thompson have been working on the approach for strategic planning and described their proposed approach. Karen suggested that the final product should be easily accessible and usable. Paul replied that in the past he has used Smartsheet to allow everyone to track progress with live updates. He also suggested periodic check-ins on progress on an ongoing basis. There was discussion about developing a survey to include non-member jurisdictions and other organizations. David suggested including large, non-municipal population centers as members. Andrea asked if special districts could be members. Miriam replied that special districts are not typically members in COGs. There was discussion about increasing representation while keeping the organization at the right size. There was discussion about possible meeting dates for the strategic planning sessions. The consensus was to schedule the first session on Friday, June 28, with any COG business to be addressed at the beginning of the day. There was discussion about scheduling the second session on Thursday, July 11, pending confirmation.

Miriam asked about thoughts on the discussions with San Juan County New Mexico. David mentioned that it makes sense to work with them considering the closely tied economies. Andrea expressed concern about allowing a-la-carte membership. Miriam mentioned that they have expressed interest in becoming members and she had recommended ensuring the relationship works well before becoming full members. There was discussion about the potential value from working together. There was discussion about whether to invite potential future members such as San Juan County and Farmington to the retreat. There was discussion about inviting non-member jurisdictions from within the region to the retreat and if the invitation should extend to both sessions. The consensus was to invite non-members from within the region and from New Mexico to both sessions of the retreat.

Miriam mentioned that she was invited to discuss broadband issues with the Attorney General.

Adjourned at 3:34 p.m.

May 2019 Financials

To: SWCCOG Board of Directors
From: Sara Trujillo
Date: 24 June 2019

Comments: The following attachments include:

- Balance Sheet as of May 31, 2019
- January – May, 2019 Profit & Loss

Items to Note:

Balance Sheet: The prepaid expense is for the Zoom software as the contract goes to 2020.

The bank account balance is overdrawn in the register but not in the actual bank account as checks are being held; this is not recommended by the auditor, but we have been waiting on \$72,757 for months from state reimbursements and with low cash flow, I am not able to send payments to vendors.

Approximately \$4300 in out-of-state travel expenditures have been marked as ineligible for reimbursement by CDOT through the TPR grant making these expenses come from the general fund. This has put further strain on the bank account balance.

Fiscal Impact: High, Budget changes throughout the year

Staff Recommendation: Approve the May 2019 Financials allowing staff to move forward with the 2019 budget.

Legal Review: Not Applicable

Southwest Colorado Council of Governments

BALANCE SHEET

As of May 31, 2019

| | TOTAL |
|--|----------------------|
| ASSETS | |
| Current Assets | |
| Bank Accounts | |
| Alpine Bank | |
| Alpine Bank Account (UR) | -19,068.39 |
| Fiber Equip Fund - Restricted | 0.00 |
| Total Alpine Bank | -19,068.39 |
| Petty Cash | 22.97 |
| AmeriCorps VISTA | 197.78 |
| Jessica Laitsch | 0.00 |
| Total Petty Cash | 220.75 |
| Total Bank Accounts | \$ -18,847.64 |
| Accounts Receivable | |
| Accounts Receivable | 81,750.39 |
| Total Accounts Receivable | \$81,750.39 |
| Other Current Assets | |
| Prepaid Expense | 1,999.00 |
| Undeposited Funds | 0.00 |
| Total Other Current Assets | \$1,999.00 |
| Total Current Assets | \$64,901.75 |
| TOTAL ASSETS | \$64,901.75 |
| LIABILITIES AND EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| Accounts Payable | 294.39 |
| Total Accounts Payable | \$294.39 |
| Credit Cards | |
| Credit Cards | |
| Miriam | 1,419.31 |
| Sara | 1,000.00 |
| Total Credit Cards | 2,419.31 |
| Total Credit Cards | \$2,419.31 |
| Other Current Liabilities | |
| Accrued Wages | 6,159.07 |
| Deferred Revenue | 0.00 |
| Payroll Liabilities | |
| 457 Retirement Due | 1,253.62 |
| CEBT Health Insurance Due | 0.00 |
| Total Payroll Liabilities | 1,253.62 |
| Total Other Current Liabilities | \$7,412.69 |

| | TOTAL |
|-------------------------------------|--------------------|
| Total Current Liabilities | \$10,126.39 |
| Total Liabilities | \$10,126.39 |
| Equity | |
| Retained Earnings | 33,190.61 |
| Net Income | 21,584.75 |
| Total Equity | \$54,775.36 |
| TOTAL LIABILITIES AND EQUITY | \$64,901.75 |

Southwest Colorado Council of Governments

PROFIT AND LOSS

January - May, 2019

| | TOTAL |
|------------------------------------|---------------------|
| Income | |
| All Hazards | |
| 2017 SHSP | 24,716.55 |
| 2018 SHSP | 48,912.60 |
| Total All Hazards | 73,629.15 |
| CDOT Grants | |
| SWTPR Grant | 8,079.38 |
| Transit 5304 | 0.00 |
| Total CDOT Grants | 8,079.38 |
| DoLA Grants | |
| DoLA 8330 | 0.00 |
| DoLA 8573 | 0.00 |
| Total DoLA Grants | 0.00 |
| Dues Revenue | |
| COG Dues | 111,929.00 |
| SWTPR Contributions | 5,926.00 |
| Total Dues Revenue | 117,855.00 |
| Forethought | 7,080.00 |
| Grant Match | |
| COG Member Match | 14,317.00 |
| Total Grant Match | 14,317.00 |
| Misc. Income | 1,133.00 |
| RHA | 5,000.00 |
| SCAN Services | |
| Dark Fiber Leasing | 16,416.00 |
| e-TICS | 1,158.76 |
| Internet & Transport | 3,920.00 |
| Total SCAN Services | 21,494.76 |
| SWIMT | 16,587.11 |
| Total Income | \$265,175.40 |
| GROSS PROFIT | \$265,175.40 |
| Expenses | |
| All Hazards Projects | |
| All Hazards 2016 SHSP | |
| Grant 2016 Project 7 | 13,845.18 |
| Total All Hazards 2016 SHSP | 13,845.18 |
| All Hazards 2017 SHSP | |
| Grant 2017 Project 1 | 3,817.35 |
| Grant 2017 Project 4 | 19,601.77 |
| Grant 2017 Project 7 | 12,994.50 |
| Total All Hazards 2017 SHSP | 36,413.62 |
| All Hazards 2018 SHSP | |

| | TOTAL |
|--|---------------------|
| Grant 2018 Project 3 | 50,521.60 |
| Total All Hazards 2018 SHSP | 50,521.60 |
| Total All Hazards Projects | 100,780.40 |
| Conference Fee | 527.70 |
| Consulting | 16,317.52 |
| Forethought. | 5,000.00 |
| Information Technology (IT) | 16.17 |
| Software | 4,949.00 |
| Total Information Technology (IT) | 4,965.17 |
| Insurance Expense | |
| General Liability | 3,295.23 |
| Health | 10,357.50 |
| Total Insurance Expense | 13,652.73 |
| Internet Connectivity | |
| Fast Track | 4,285.00 |
| Internet Connection (AT&T) | 202.28 |
| Total Internet Connectivity | 4,487.28 |
| Meetings | 47.08 |
| Memberships | 5,098.00 |
| Office Equipment | 256.46 |
| Office Supplies | 106.41 |
| Postage and Delivery | 27.01 |
| Professional Development | 597.70 |
| Professional Fees | |
| Audit | 3,050.00 |
| Legal | 1,731.60 |
| Misc. | 68.08 |
| Total Professional Fees | 4,849.68 |
| Rent | 2,100.00 |
| Salary and Wages | 56,346.20 |
| 457 Retirement | 3,167.86 |
| Car Allowance | 1,500.00 |
| Cell Phone Allowance | 750.00 |
| Payroll Processing Fee | 815.91 |
| Payroll Tax | 4,481.27 |
| Total Salary and Wages | 67,061.24 |
| SWIMT 2018-2019 | 15,991.48 |
| Travel | 1,724.79 |
| Total Expenses | \$243,590.65 |
| NET OPERATING INCOME | \$21,584.75 |
| NET INCOME | \$21,584.75 |

2018 Audit Presentation

Reports

Director Report

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 28 June 2019

Comments: This has been a busy month and a half between board meetings, but then again, when is it not? I was busy with the finalizing the USAC broadband funding request, strategic planning, a visit from OIT, DORA, and CDOT broadband folks, Pew Charitable Trusts, searching for grants, and engaging with other regional organizations. Among other things. And finally enjoying the first days of spring and summer (in the same day of course).

SWCCOG Strategic Planning

I have been working closely with Karen Thompson and Paul Roithmayr (so much so I can now spell his last name without having to look it up), and the Board Chair, Karen Sheek, to support the creation of the upcoming strategic planning session. I very much appreciate those of you who are able to attend, who provided constructive feedback, and filled out the pre-work assignment for this session.

DOLA 2019 Technical Assistance Grant

The SWCCOG was awarded \$50,000 for CDL program development and hard to recycle items. Staff reviewed the contract, made some changes to the budget as DOLA had developed it in the grant, and are still awaiting a contract.

DOLA Extra 2018 REDI Grant Funds

The \$18,000 of funding has been expended, and we are waiting on reimbursement from DOLA.

DOLA 2019 REDI Grant Funding

The SWCCOG was awarded \$48,000 to engineer broadband routes for the following:

- Cortez – Shiprock – Kirtland – Farmington – Aztec – Durango
- Durango to Pagosa Springs

The DOLA funding is matched by \$30,000 from City of Farmington and San Juan County New Mexico, as well as a small amount from the private ISPs who have a vested interest in creating this route for their redundancy purposes. CDOT is also very excited about this route, and will be participating in the planning process.

USDA REDI Technical Assistance

The SWCCOG was awarded a Rural Economic Development Initiative Technical Assistance grant from USDA for economic development through the identification and development of local industries and economic sectors for economic diversification from an extraction/agriculture/tourism base including the development of a tech workforce as comprehensive broadband planning efforts have

Director Report

excluded specific strategies to ensure technology infrastructure will be the economic driver that it is expected to be.

We have been working with the Rural Community Assistance Corporation – contractor with the REDI program to just get a handle on the region, and what the next steps look like, including a formation of a steering committee to ensure cross sector engagement with the planning process.

Resiliency Planning

I have been participating in the La Plata County Resiliency planning process supported by DOLA. As part of this, I have been discussing the need to work on a regional plan, including discussions with DOLA 's Colorado Resiliency Office to work on funding for a regional resiliency planning effort, as the needs do not stop a county or community lines.

Local Foods Initiative

Staff helped support an application for the Colorado Health Foundation for regional local food planning through both a letter of support (to be ratified later on in the agenda), grant writing, and fee for service as the grant fiscal agent (pending approval later in the agenda). This is a strong step forward to working with our small non-profit partners to support the work they do on a regional level.

Follow Up on Action Items from the Board

A two pager on Gallagher from Building a Better Colorado information is attached, we will add in links and other information to the weekly news letter (will be out on Monday with Board Meeting updates).

Executive Director Time Out of the Office

July 10-11 NACo Conference Presentation

July 22-26 PTO

Building a Better Colorado 2019 Statewide Conversation: How constitutional fiscal policy impacts our Colorado way of life

Building a Better Colorado (BBCO) will host 37 community meetings across Colorado in 2019 to engage community leaders in an honest conversation about Colorado’s three constitutional fiscal policies: the Gallagher Amendment, the Taxpayer Bill of Rights (TABOR), and the education funding mandate of Amendment 23. While all three amendments were well-intended, they’ve created unintended consequences that challenge our Colorado way of life.

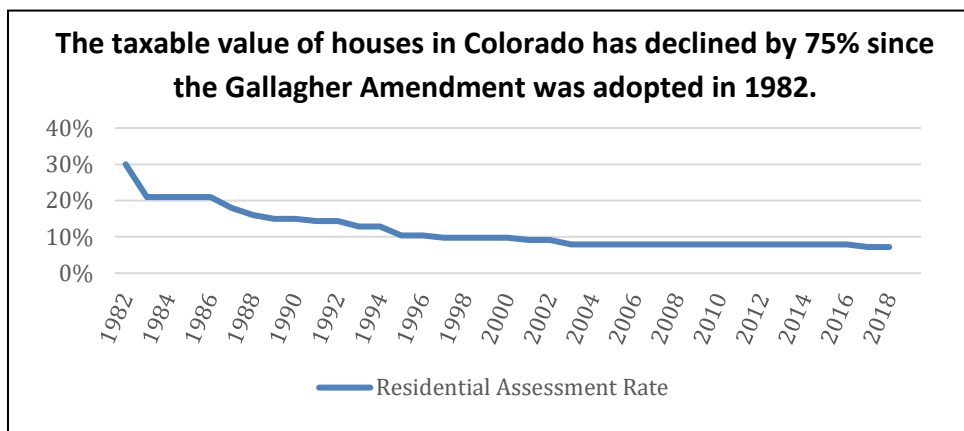
BBCO does not advocate for any specific outcomes from this statewide conversation. Rather, BBCO provides a non-partisan overview of the issues and a range of potential policy options, and then engages participants in a constructive conversation in an effort to seek a consensus opinion as to IF and HOW those policies might be improved.

GALLAGHER Amendment: What is it?

The Gallagher Amendment to Colorado’s constitution was adopted by voters in 1982 and requires that residential property in the state never constitutes more than approximately 45% of total assessed property valuation in order to limit the potential contribution of residential property to the state’s total property tax pool.

GALLAGHER Amendment: How does it affect our Colorado way of life?

The frozen 45% residential property valuation ratio is forcing down the taxable value of houses (from 30% in 1982 to 7.2% today). While this provides for lower property taxes for homeowners, it is eroding the residential property tax base on which local community services (such as fire protection and local support for schools) rely for funding, shifting the property tax burden from residential homeowners to business owners, and shifting the burden (and control) for funding K-12 education from local communities to the state.

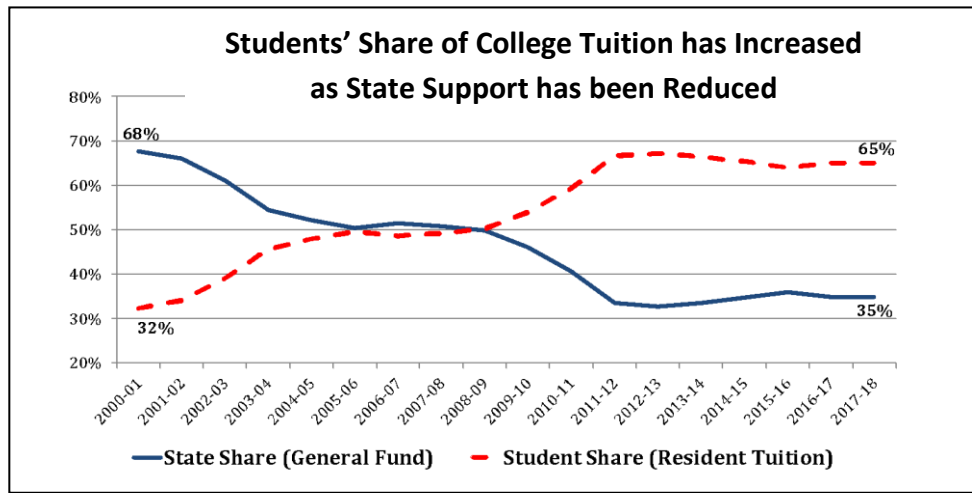


TABOR Amendment: What is it?

TABOR (an acronym for the Taxpayer Bill of Rights) is an amendment to Colorado’s constitution adopted by Colorado voters in 1992 which requires voter approval to raise state or local taxes, and places a limit on how much tax revenue may be collected by state and local governments. TABOR dictates that any revenue in excess of the allotted limits must be refunded to the taxpayers.

TABOR Amendment: How does it affect our Colorado way of life?

While TABOR has limited government growth, it has also contributed to shrinking our state budget relative to the size of Colorado’s economy and thus forced the state to reduce discretionary funding for some programs, such as higher education and transportation infrastructure, in order to meet mandated funding requirements for other programs.



Amendment 23: What is it?

In the year 2000 and largely in response to reduced funding for K-12 education caused by TABOR, Colorado voters adopted Amendment 23 to our state constitution which mandated minimum funding levels for K-12 education in an effort to restore and maintain funding at 1988 levels.

Amendment 23: How does it affect our Colorado way of life?

As originally interpreted, Amendment 23’s recession-proof funding mandate resulted in growing K-12 education’s share of the state budget and correspondingly forced cuts in other program areas like higher education. However, a reinterpretation of Amendment 23 instituted in 2010 has effectively eliminated this impact on the state budget for the present time and dramatically reduced funding for K-12 education with significant adverse effects.

CONCLUSION

If we want to sustain our Colorado way of life, we cannot continue on the current fiscal path which our constitution now mandates. Either our expectations or our fiscal policies must change. We look forward to hearing your opinion as we engage in this statewide conversation in the coming months!

Broadband Report

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 9 May 2019

Comments This month is short and sweet – as we'll be taking some time later in the agenda to discuss the USAC RFP responses. Please note, the SWCCOG is a member of the Colorado Communications Utility Alliance (CCUA) and therefore covers the member jurisdictions regarding FCC issues/challenges as well as providing services from Ken Fellman, one of the leading local government telecommunications attorneys in the country (and a former Mayor of Littleton), among other services. Please contact Miriam for more in information about the FCC issues, as much of it is attorney client privileged information and should not be published in board packets.

USAC Rural Healthcare Update

The SWCCOG applied for a total of \$13,368,611.49 in USAC funding in May. We will be waiting with baited breath for a response sometime between November 2019 and February 2020.

FCC Cable Franchise Fees Update

CCUA and other local government entities have filed documents with the FCC regarding the Cable Franchise Fee rule making, and the damages to the local governments.

FCC Over the Air Reception Devices (OTARD) Ruling

The FCC is contemplating whether to allow small cells and other wireless devices to be placed on residential satellite dishes. This is a stark deviation in current practice and if the new rules are adopted, local jurisdictions would have no knowledge and minimal control to address placement of these small cell devices even on private property.

Last year, the FCC ordered that wireless carriers are free to put small cell sites and other wireless devices on utility poles, light poles or buildings that are in the public right-of-way. This new proceeding would expand placement locations to include residential satellite dishes and antennas among other locales.

The Commission's current rule being reviewed in this proceeding was originally adopted in the 1990s, and allowed satellite TV dishes to be placed without local oversight. The goal of the rule was to ensure that local governments as well as private entities like HOAs could not prohibit people from getting satellite TV service on their property. The rule currently covers: satellite dishes of 1 meter or less, digital tv antennas, and fixed wireless signal antennas. The new proposal seeks to extend the current rule to hub and relay type antennas which transmit signals to and/or receive signals from multiple customer locations. The proposal would allow a wireless provider

Broadband Report

to install equipment to serve their network, rather than a particular customer or set of customers.

FCC 5G-Small Cell Ruling Update

CCUA and the other local government organizations challenging this in the courts have filed an oversized brief (longer than what they would normally get to file due to the number of entities involved). The next steps are: additional documents from other petitioners will be filed in August, and then replies will be filed in September, and then oral arguments before the end of 2019. The process is not hasty.

Transportation Report

To: SWCCOG Board of Directors
From: Jessica Laitsch
Date: 24 June, 2019

Comments: Transportation:

The last SWTPR meeting was held on 13 June, 2019. The meeting included presentations and discussion regarding CDOT Executive Director Shoshana Lew's goals for the department and the development of the 2045 Regional Transportation Plan.

The next SWTPR meeting will be held Thursday, 8 August, 2019 at 20581 US 160 W, Durango. There will be continued discussion on the 2045 Regional Transportation Plan.

Transit:

The next Transit Council meeting will be held at 9:00 a.m. Friday, 19 July, 2019 at 295 Girard Street, Durango.

VISTA's Report

To: SWCCOG Board of Directors
From: Martina Pansze
Date: 19 June 2019

Comments: This month I worked with Durango-based organization The Good Food Collective to apply for a Colorado Health Foundation grant. The proposed project was to develop a regional (Montezuma and La Plata Counties) food system coalition for service providers and nonprofits in the industry to prevent duplication of services and assess the needs of populations vulnerable to food insecurity. The SWCCOG is the fiscal sponsor for the project and would receive 4.5% of the total \$85,000 requested.

The initial plan was that the SWCCOG would also apply for a similar project involving all five southwest Colorado counties as well as San Juan County, NM. This secondary project would use USDA funding. However, individuals in the coalition writing the CHF grant expressed hesitancy in launching both projects at the same time due to concerns that participating organizations will reach capacity limits. We decided to wait until next year to apply for the USDA funding and consider other options that the coalition could take—such as a council similar to the SWTPR housed under the SWCCOG.

Discussion Items

Decision Items

Letters of Support Memo

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 28 June 2019

Comments: Attached are three letters of support to be ratified and/or approved this month, all of which have regional impacts and scopes but are from outside the SWCCOG Membership, so therefore need to be approved by the SWCCOG Board. Both the Archuleta County Bus Facility and the Good Food Collective letters had Executive Committee acceptance, due to the timing of the grants and the Board Meetings.

1) *Archuleta County Bus Facility*

Please see next document for information regarding this letter of support, these questions are directly from the Letters of Support policy.

2) *Good Food Collective Colorado Health Foundation*

The Good Food Collective works on strengthening regional food systems in Montezuma and La Plata Counties through food security, food access and equity, as well as the regional food economy. The Good Food Collective has applied for \$85,000 for food systems planning for multiple local food groups in La Plata and Montezuma Counties. While the SWCCOG does not officially work on local food systems, access to affordable and health food has implications on many of the SWCCOG overarching goals such as ageing, environment and housing. The Good Food Collective has also asked that the SWCCOG be the fiscal agent for the grant award (see next agenda item). The Executive Committee provided staff with the approval between Board meetings for this letter of support.

3) *Housing Solutions of the Southwest DOLA Letter of Support*

Housing Solutions of the Southwest's rehabilitation program works with lower income people and families to make health and safety related repairs to their homes. The cost of repairs is booked into a very low interest loan, paid back to Housing Solutions over 20 or 30 years. This letter of support is for funding from DOLA to maintain this program.

Legal Review: Not applicable at this time

Fiscal Impact: None.

Staff Recommendation: Approve letters of support for Archuleta County Bus Facility, Good Food Collective, and Housing Solutions of the Southwest.

1) Is it a proposal from one or more members?

Yes, Archuleta County.

2) Does the proposal have a regional impact?

This would include a park-and-ride to be used with an eventual Pagosa Springs-Durango route.

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

This supports the SWCCOG's goals to improve transportation in the region.

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

Is included in the regional plan.

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

What is the impact on the region if the proposal succeeds? Fails?

The project includes construction of ADA accessible bus facilities and purchase of a bus to replace an unreliable bus. This would enhance transportation service in Archuleta County.

Is there a fiscal impact for the SWCCOG and or SWCCOG members?

The land for the facility will be donated by Archuleta County, the intent is to use the land as an in-kind match for the 10% required match.

Does the proposal fit within the mission and vision of the SWCCOG?

Yes.

Is one or more SWCCOG member working on a similar activity or goal?

Other members have undertaken similar projects in past years.

Summary:

Seeking an \$800,000 grant for construction of ADA accessible bus facilities to replace a non-ADA compliant office and purchase of a bus to replace an unreliable bus. It would be in a central location where biking and walking trails are in the process of being built so it would be accessible by car, on foot or on bikes. The intent is to include a park and ride area which will be conducive to being able to park a car and jump on a bus (once there is a Durango/Pagosa run) or ride with a friend to reduce traffic on US 160.



SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

4 June, 2019

Office of Program Management
Federal Transit Administration
1200 New Jersey Avenue, S.E.
Washington, DC 20590

RE: Support for Archuleta County Mountain Express Transit Bus Facilities and Replacement Bus

To whom it may concern:

The Southwest Colorado Council of Governments (SWCCOG) is located in the southwest corner of the state of Colorado. The strength of the transportation network is of great concern to the region, in particular the ability for residents and visitors to travel from one community to another.

The SWCCOG would like to express its support for Archuleta County Mountain Express Transit's application to construct new bus facilities and replace a bus that is beyond its useful life. The Mountain Express office is currently located in a repurposed airport hangar which is not ADA accessible and inadequate for running the transit service. A centrally located facility that would accommodate buses, parked vehicles, and office space would allow Mountain Express to better meet the transportation needs of its citizens and position it for future, critically needed regional service.

Due to the anticipated improvements to transportation service in the region, the SWCCOG supports this important and worthwhile project.

Sincerely,

Miriam Gillow-Wiles
Executive Director
Southwest Colorado Council of Governments



SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

14 June, 2019

The Colorado Health Foundation
1780 Pennsylvania St
Denver, CO 80203

RE: Regional Food Systems & Health Equity Planning in Southwestern Colorado

To whom it may concern:

The Southwest Colorado Council of Governments (SWCCOG) is located in the southwest corner of the state of Colorado. The vision of the SWCCOG is to promote quality of life, effective and efficient services, and leadership through regional communication, cooperation, planning, and action. Food systems and health equity are integrally tied to the quality of life in the region, accordingly we support the Regional Food Systems & Health Equity Planning in Southwestern Colorado Project.

Historically, efforts to address food security within Montezuma and La Plata counties have been largely disjointed. By collaborating across county lines, the region can effectively pool resources and expand food opportunity for the region's most vulnerable residents. This cooperative effort, designed to include a wide variety of stakeholders and take a high-level perspective on the region's needs, will be the catalyst for long-term, region-wide collaboration and innovative solutions moving forward.

Due to the anticipated improvements to the health and welfare of our region's citizens, the SWCCOG supports this important and worthwhile project.

Sincerely,

Miriam Gillow-Wiles
Executive Director
Southwest Colorado Council of Governments



SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

June 28, 2019

Alison George, Director
Division of Housing- Department of Local Affairs
1313 Sherman Street, #518
Denver, CO 80203

Re: Letter of support for Housing Solutions for the Southwest - Housing Rehabilitation Program

Dear Ms. George:

The Southwest Colorado Council of Governments (SWCCOG) was created in December 2009 between fourteen local governments across southwest Colorado. The SWCCOG works to develop successful partnerships between area organizations through cooperation, shared services, and reduction of redundancies throughout the region. This letter is in support of Housing Solutions for the Southwest and their reapplication for continued funding for the Housing Rehabilitation Program.

The SWCCOG has identified housing as one of the primary issues of critical importance for residents and governmental entities in the region. Housing Solutions provides numerous valuable housing programs in the region, including the Housing Rehabilitation Program.

The SWCCOG strongly encourages you to approve the Housing Solutions for the Southwest's reapplication for the Housing Rehabilitation Program. This funding is critical to support this valuable resource in our community.

Sincerely,

Miriam Gillow-Wiles
Executive Director

MOU for Grant Fiscal Agent

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 28 June 2019

Comments: The Good Food Collective applied for \$85,000 to support and develop a La Plata – Montezuma County local food plan, focusing on the elderly, children, and Native American populations who are isolated and or living in a food desert. As part of the the grant writing and planning process, the SWCCOG became involved due to the regional nature of the work. The SWCCOG also helped with grant writing and planning when specific staff members from other organizations were unable to do so.

As part of this process, the SWCCOG was asked if we could be the fiscal agent for the grant, as the Good Food Collective’s fiscal agent was requesting 5% for administration and management. Staff worked through numbers and could provide fiscal agent services for this grant at 4.5%, saving some funding for work rather than overhead. As a result the SWCCOG has modified an existing contract template from Legal to provide grant management & administration for COG members.

Legal Review: Legal wrote the template that is the basis of this MOU. Will be reviewed through Good Food Collective’s legal as well.

Fiscal Impact: Medium. 4.5% is \$3,825. This covers the cost of Sara’s time and a little bit of funding towards general fund.

Staff Recommendation: Approve MOU with Good Food Collective.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS AND
THE GOOD FOOD COLLECTIVE
GRANT CONTRACT FOR LOCAL FOOD PLANNING**

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is entered into this 28 day of June 2019, by and between the SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS, (hereinafter referred to as the "SWCCOG") whose address is PO Box 963, Durango, CO 81302, and the Good Food Collective, whose address is 1309 E 3rd Avenue, Office #1, Durango, CO 81301 (hereinafter referred to as the "GFC") (collectively, the "Parties").

RECITALS

WHEREAS, the GFC has submitted a grant application for Local Food Planning, and the SWCCOG will provide the duties act as fiscal sponsor of the Colorado Health Foundation Grant (Referred to as Exhibit "A") in the amount of \$ 85,000 (the "Grant") with \$ 3,825 grant funds designated to the SWCCOG from Colorado Health Foundation ("AGENCY"); and

WHEREAS, Exhibit "A", provides that SWCCOG, as contractor, will fulfill certain of the project activities in coordination with the GFC, who is the eligible recipient of grant funds;

WHEREAS, it is both necessary and desirable for the SWCCOG to enter into this Agreement with the GFC for purposes of setting forth the relative responsibilities of the parties with respect to the project, and the expenditure of the funds in conjunction therewith; and

WHEREAS, by this Agreement, the SWCCOG and the GFC intend for the SWCCOG to (1) distribute to the GFC a portion of the AGENCY funds for the GFC's eligible project expenditures reflected in Exhibit "A" and (2) serve as fiscal agent for all funds distributed to the GFC.

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, the Parties hereby mutually agree as follows:

1. Role of the Parties. It is the intent of this Agreement to ensure that all contractual obligations concerning the project and grant will be accomplished by the GFC, and that GFC will provide all match funds if required, and pay all other financial contributions necessary to perform the project. The SWCCOG will perform the role of fiscal agent for the grant including assigning a responsible administrator for grant administration purposes if necessary.

2. Responsibilities as Fiscal Agent. Pursuant to the terms of the grant contract, the SWCCOG shall be the fiscal agent in administering the funding contract and shall receive from AGENCY all portions of the funds designated for eligible projects for the GFC. The SWCCOG shall submit all necessary grant documents to AGENCY as required by the Grant Contract. The GFC agrees that it will at any time and from time to time do, execute, acknowledge and deliver or will cause to be done, all such further acts, documents and instruments as may reasonably be required by the SWCCOG in order for the SWCCOG to fully carry out its obligations in accordance with the funding contract.

3. SWCCOG Responsibilities:

- a. The SWCCOG, as fiscal agent, agrees to accept and administer the AGENCY grant awarded under the Exhibit "A", in the amount of \$_85,000_ grant funds and to distribute approximately the amounts listed in the Scope of Work/Budget Exhibit "B", attached, when funds are received, and as provided by the grant.
- b. The SWCCOG will verify that GFC has contributed its total cash match, if required, for grant funding for each fiscal year, and that GFC has provided copies of all project related invoices, purchase orders and checks.

4. GFC's Responsibilities:

- a. Funding expended above grant amounts are the Member Government's financial responsibility.
- b. The GFC, in connection with the project, agrees that it will fulfill all of the work elements in a satisfactory and proper manner, assure that grant funds and GFC funds are expended solely for allowable project activities and in the amounts budgeted under the project scope of services.
- c. Prior to any request for reimbursement, GFC shall provide the SWCCOG with all supporting checks, purchase orders, and invoices, and shall have complied with applicable budgeting and documentation requirements for the grant.
- d. GFC agrees that it shall designate a single individual to serve as a project representative, who shall have the responsibility to coordinate with the SWCCOG on project implementation. GFC shall promptly advise SWCCOG of any changes in project representative.

e. The GFC agrees to comply with all terms, conditions and obligations pertaining to the ownership, development, construction and management of the project as required under any contractual documents executed by the GFC or SWCCOG with AGENCY. In the event there is any liability accruing from inappropriate expenditure of Grant funds or other conditions by the Member Government, other than as a result of the negligence of the SWCCOG, the GFC agrees to be responsible therefore.

f. GFC agrees to prepare expenditure reports and monthly performance reports, as required under the AGENCY guidelines and shall provide copies of such reports to the Responsible Administrator so the SWCCOG can submit reimbursement requests.

g. The GFC shall promptly comply with all financial management regulations, policies, guidelines and requirements as set forth in the grant contract and as is otherwise required by law.

h. GFC shall pay the SWCCOG's Management and Administrative fee of 4.5% of the grant amount as provided for in Exhibit B. This is a sum of \$ 3,825. This fee shall be paid to SWCCOG, in whole, at the commencement date of the project, and not in partial payments. The Management and Administrative fee is non-refundable.

5. Financial Management. The SWCCOG will adhere to the applicable financial management rules and policies of the funding contract and the Agency throughout the term of the project. The SWCCOG shall require documentation evidencing allowable and appropriate expenses on the project, with copies of checks, invoices, purchase orders, and proof of payment of bills by GFC. GFC shall prepare summation of work performed, along with supporting documentation, , invoices, checks, and purchase orders. After review, the SWCCOG shall forward the request to AGENCY for payment. Upon receipt of payment, the SWCCOG shall promptly forward the funds to GFC.

6. Budget. The GFC may adjust individual budgeted expenditures amounts without approval of the SWCCOG and the Agency, provided that (1) no transfers to or between grant administration line items are made, (2) adjustments comply with grant allowable expenditures and the transfers are allowed by the grant. All other budgetary modifications must be approved by the SWCCOG and are subject to approval by the Agency pursuant to the funding contract. If GFC withdraws from its commitment to the project, it is still required to provide management and administration payment to SWCCOG.

7. Matching Funds. If matching funds from GFC are required for this project, matching funds shall be expended by GFC in accordance with the funding contract.

8. Term of Agreement. Unless sooner terminated as provided herein, this Agreement shall remain in full force and effect until such time as AGENCY finds the obligations under the grant contract and Exhibit "A", have been satisfactorily fulfilled. Time is of the essence with respect to the covenants, conditions and obligations contained herein, as well as those set forth in the Exhibit "A" and Exhibit "B".

9. Modification and Changes. The terms of this Agreement may not be modified in any manner except by agreement of all parties to this Agreement with the concurrence of AGENCY.

10. Contract Termination. If the Exhibit "A", is terminated for any reason, the SWCCOG may terminate this Agreement and shall provide written notice of termination of this agreement to GFC. However, GFCs payment and indemnification obligations to SWCCOG shall survive termination.

11. Conflicting Provisions. If any term or provision within this Agreement conflicts with any term or provision in Exhibit "A" or Exhibit "B", or imposes on the SWCCOG differing and irreconcilable duties and/or obligations from those duties and/or obligations imposed on the SWCCOG by the grant contract, then the term or provision in Exhibit "A" or Exhibit "B: shall take precedence over the term or provision within this Agreement.

12. Appropriation. The parties do not anticipate that this Agreement will require the appropriation of any funds from the SWCCOG. This Agreement shall be subject to annual appropriation of sufficient funds for payments pursuant to Section 20, Article X of the Colorado Constitution.

13. Indemnification. Each party, to the extent authorized by law, shall indemnify and hold the other party harmless, as well as their agents, employees, and Directors, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney's fees and court costs, arising out of or related to that party's failure to properly perform under this agreement, but only to the extent such failure to perform is caused in whole or in part by the intentional or negligent acts or omission of the indemnifying party, or anyone directly or indirectly employed by the indemnifying party, and so long as the other party did not cause, in whole or in part, the indemnifying party not to properly perform.

14. Integration. This Agreement, together with its exhibits is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever.

15. Severability. To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

16. Waiver. The waiver of any breach of a term, provision or requirement hereof shall not be construed as a waiver of any other term, provision or requirement or any subsequent breach of the same term, provision or requirement.

17. Assignment. Neither the SWCCOG nor GFC may assign their right or duties under this Agreement without the prior written consent of the other party. No subcontract or transfer of this Agreement shall in any case release the SWCCOG or the GFC of their responsibilities under this Agreement.

18. Third Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights and actions relating to such enforcement shall be strictly reserved to the SWCCOG and GFC. Nothing contained in this Agreement shall give or allow any claims or right of action whatsoever by any third person. It is the express intention of the SWCCOG and GFC that any such person or entity, other than the SWCCOG or GFC, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original Agreement.

20. Signatory Authority. Each person signing this Agreement in a representative capacity, expressly represents the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Agreement. Each party expressly represents that except as to the approval specifically required by this Agreement; such party does not require any third party's consent to enter into this Agreement.

21. Breach. Any failure of either party to perform in accordance with the terms of this Agreement shall constitute a breach. Failure to cure the breach within thirty business days after written notice shall be grounds for the non-breaching party to exercise all legal remedies available. Any dispute concerning the performance or interpretation of this Agreement which cannot be resolved by the designated points of contact or their immediate superiors shall be referred to the party's chief administrative officer (GFC Executive Director or SWCCOG Executive Director). If the matter is not resolved within 45 days after referral, either party may file legal action. Any litigation will be filed in District Court of La Plata County Court, and the prevailing party shall be entitled to an award of its reasonable attorney's fees, court, and collection costs if it prevails.

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

Good Food Collective

Signature

Name, Title, Date

Southwest Colorado Council of Governments.

Signature

Name, Title, Date

EXHIBIT A

Colorado Health Foundation Grant

EXHIBIT B

Scope of Service

Grant management and Fiscal Agent tasks:

- Get appropriate signatures on grant document and mail back to grantor according to instruction
- Ensure contract signatures are correct; all current authorities have signed, and be aware of grant start and end dates
- Understand all eligible and ineligible expense items - review contract as needed
- Create grant tracker to ensure:
 - Grant funds are being spent in the appropriate budget line item
 - Remaining balances and funds spent to date are known
 - Percent of grant spent is known
- Review vendor and contractor invoices to ensure invoice dates are within grant contract timeframe, expenses are eligible, work complete is within the scope of the grant contract, and payment amount is within budget
- Send all invoices received to appropriate approver for review
- Process vendor and contractor payments for approved invoices
- Ensure contractor pay does not exceed grant regulations
- Ensure contactors are adhering to contract agreement, submitting progress reports when due, and staying within budget
- Create and submit budget amendments when necessary
- Create and submit scope change amendments when necessary
- Create and submit monthly or quarterly reports depending upon contract regulations
- Create and submit monthly or quarterly grant reimbursement requests depending upon contract regulations and cash flow
- Track and file supporting documentation for all expenses including receipts, invoices, credit card statements, time sheets, payroll reports, benefit invoices, bill pay confirmation, emails, etc.
- Track all staff hours spent on individual grants and break total hours into percentages per grant
- Track and calculate equipment depreciation
- Create purchase orders
- Receive equipment purchase requests and make purchases
- Receive and process reimbursement requests from contractors (grant coordinators), sub-contractors or others ensuring all supporting documentation is included
- Receive and respond to all emailed, phone, or mailed correspondences from grantors, contractors, and staff
- Work closely with grantor to ensure high level of communication, understanding, and accuracy
- Work closely with contactors and grant coordinators to ensure high level of communication, understanding, and accuracy
- Develop exceptional working relationships with grantors, contractors, staff, and vendors