



SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

Regular Meeting Agenda

Thursday, 28 June, 1:30 pm

La Plata County Administration Building

1101 East 2nd Avenue, Durango, CO

- I. Introductions
- II. Presentation: Nijah Fudge – The Alliance for Innovation
- III. Consent Agenda
 - a. April 2018 SWCCOG Meeting Minutes
 - b. May 2018 SWCCOG Meeting Minutes
 - c. March 2018 Financials
 - d. April 2018 Financials
 - e. May 2018 Financials
- IV. Reports (Staff will be available for questions on the written reports)
 - a. Director's Report
 - b. Broadband Report
 - c. Transportation Report
 - d. VISTA Report
- V. Discussion Items
 - a. Broadband Financing
- VI. Decision Items
 - a. Executive Committee Meeting Minutes from April 19, 2018
 - b. Good Samaritan Legislation Letter of Support
 - c. CDOT Wolf Creek Fiber Letter of Support
 - d. Relocation of BLM National Office Letter of Support
 - e. RHA-SWCCOG Professional Services Agreement Renewal
 - f. Contract with FastTrack for IP addresses
 - g. Aggregation of Services Contracts
 - h. Selection of USAC Rural Healthcare RFPs
- VII. Other Items
- VIII. Community Updates (if time permits)

Presentation

Nijah Fudge – The Alliance for Innovation

Consent Agenda

**Southwest Colorado Council of Governments
February Board Meeting
Thursday, 5 April 2018, 1:30pm
1188 E. 2nd Ave., Carnegie Bldg., Durango, CO 81301**

In Attendance:

Willy Tookey – San Juan County
Chuck Stevens – La Plata County
Michael Whiting – Archuleta County
Dick White – City of Durango
Chris La May – Town of Bayfield
Louis Fineberg – Town of Silverton
David Schanzenbaker - Town of Pagosa Springs
Karen Sheek – City of Cortez
Steve Garchar – Dolores County (by phone)
Fred Brooks – Town of Mancos (by phone)

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 (by phone)
Dylan Lucas– Southwest Colorado Council of Governments

Guests in Attendance:

Ann McCoy Herald – Senator Gardner’s Office
Patrick Rondinelli – Colorado Department of Local Affairs
John Whitney – Senator Bennet’s Office
Peyton Heitzman – City of Cortez
Karen Thompson

I. Introductions

The meeting was called to order at 1:35 pm, everyone introduced themselves.

II. Consent Agenda

- a. 1 March 2018 SWCCOG Meeting Minutes
- b. February 2018 Financials

Dick White motioned to approve the meeting minutes with corrections, Michael Whiting seconded, unanimously approved.

Dick White motioned to approve the financials, Willy Tookey seconded, unanimously approved.

III. Reports

Director’s Report:

Miriam reported that most of her work has been related to broadband. The COG is looking for potential office space. The board retreat will be held on May 10, discussion items will include goals and private equity for broadband. She added that there will not be video conferencing available for the retreat.

Broadband Report:

Miriam reported that all documentation for the four RFPs is posted to the FCC's website. She does not anticipate receiving the entire requested amount, but does expect to receive some level of funding. The Colorado Telehealth Network (CTN) has been reluctant to modify their contract, she is concerned about the amount of the fee based on their formula. Chris asked if they have provided services. Miriam replied that they posted the RFPs, but did not write the RFPs. She has been working with CTN and legal for some time to address these concerns. Karen asked if there were references for their work. Miriam replied that they work well with lit services, but do not have much experience with builds, unfortunately there are not many options for this type of work.

Miriam reported that the COG submitted a grant application for a broadband coordinator, consulting and M&A for the project. There is capital cost included which is for conduit, the intent is to place conduit when there is road construction happening in the region. Also there will be some personnel cost. Michael mentioned that Archuleta County is working on a dig once policy.

Legislative Report:

Miriam reported that there were changes to SB 002 in the House, one result is that there will be more money available in the high cost telephony fund. There was discussion about the other changes made to the bill. HB 1099, the First Right of Refusal, removes the ability of companies to exercise first right of refusal on projects unless they plan to build for the same or better speeds at the same cost.

Miriam explained that there is legislation that would allow counties to give land use authority to the planning commission. There is also a bill to make PERA solvent, she noted that all the local school districts use PERA. The COG is not taking a stance on the PERA bill, but are watching it because it could impact the community. There is a bill to create a state medical leave pool. There is also a bill to create net neutrality in Colorado by requiring net neutral policies be in place before an ISP can receive broadband funding. Karen mentioned that companies are suing states over net neutrality policies, the argument being that this is an interstate issue.

Miriam reported that the legislature is holding the transportation funding bills to allow the ballot issue to move forward.

Transportation Report:

Jessica reported that there was a SWTPR meeting, one item was the development of a Transit Development Priority list. The COG is working on the Four Corners Transportation Plan as well as the feasibility of a fixed route bus line between Cortez and Durango.

VISTA Report:

Miriam reported that Dylan completed the recycling education program. He has been updating the CARO website. He is also available to attend webinars and take notes if that would be helpful for any partner organizations.

IV. Decision Items

Executive Committee Meeting Minutes from January 25, 2018:

Karen Sheek motioned to approve the minutes, Chris La May seconded, unanimously approved.

Executive Committee Meeting Minutes from February 15, 2018:

Tabled

Contact with Place Dynamics:

Miriam explained that the contract has been reviewed by legal, the project is being paid for by a grant through DOLA.

Dick White motioned to approve contract for organizational collaboration with Place Dynamics with signature authority to the Executive Director, Michael Whiting seconded, unanimously approved.

AIRWAVES Letter of Support:

Miriam explained that Senator Gardner's office had asked the COG to look at this as it could be a method to improve connectivity. The local wireless providers were slightly concerned that the major companies would primarily benefit, but the COG does not believe the bill will cause harm. She added that generally this fits within the letter of support policy, but she wanted the Board to have the opportunity to discuss. Chris expressed support for setting aside 10% for rural development.

Willy Tookey motioned to submit the proposed letter of support, Michael Whiting seconded, unanimously approved.

MOU between COG and Member Organizations:

Miriam explained that the COG is sometimes able to identify funding that would benefit member organizations, this template ensures all parties are on the same page with respect to responsibilities. Michael asked for clarification that legal has reviewed this and asked whether TABOR language needs to be included. Miriam replied that this was based on the SCAN contract, which is why there is not TABOR language included. Michael asked that the attorney consider whether TABOR language should be included. He added that he would be comfortable approving the template with additional language included if necessary.

Michael Whiting motioned to approve the SWCCOG member contract template, provided that if necessary TABOR language is included, Dick White seconded, unanimously approved.

V. Community Updates

Willy reported that San Juan County had a mild winter which has been difficult for winter businesses and is creating concerns about the summer. They are planning to build twelve affordable housing units, which are expected to be ready for occupancy by fall. Karen asked if they are modular. Willy replied yes, they will be manufactured then set on site. He added that they will be rentals.

Chuck reported that La Plata County is working with the City of Durango on homeless issues. They are continuing work on the land use code.

David reported that the sanitation district in Pagosa Springs recently built a sewer pipeline. They have an RFP out for a housing coordinator. They are beginning work on street projects, including a Safe Routes to School project.

Louis reported that the Town of Silverton is updating their trail visioning plan. They are preparing for their annual events. The Master Plan update and Municipal Code revision are underway.

John Whitney reported that Congress passed the final appropriations bill which included approval of PILT, reauthorization of Secure Rural Schools, and began a two year phasing to fix

“fire borrowing” which includes additional funding for firefighting in the meantime. There was additional funding identified for rural broadband, he will keep the COG posted as additional information becomes available. Chris asked if there has been movement on the CAFII funding issue, John replied that Senator Bennet has requested information several times and has not received a response.

Dick White reported that the construction of the City of Durango’s wastewater plant is on-time and on budget. He reported that the Lake Nighthorse recreation has opened, and detailed the approved schedule for different types of recreation. The City is engaging the public related to future funding. They are working with the County on the homeless issue and approved overnight camping at the west end of the off leash dog park, one element will be identifying a place for individuals to store their belongings.

Patrick reported that housing is becoming an increasingly major issue. DOLA is setting up some regional trainings including Budgeting for Outcomes and a Small Communities Workshop. They are working through a new grant cycle, a number of COG members have submitted applications.

Karen reported that the City of Cortez held an election, there will be three new councilors and an extension of the recreation center tax was passed. They have begun advertisements for median construction. Shane Hale will be leaving in May and Chris Burkett will serve as interim City Manager. She introduced the City’s intern.

Michael reported that Archuleta County is in litigation with the State courts, CCI has indicated that it intends to weigh in on the County’s side. They are looking at short term rentals and the impacts on the housing inventory, they may consider an annual registration process. They estimate that half of the short term rentals are not paying lodger’s tax. The County has worked out a deal with the Forest Service and a lumber mill for fire mitigation. There will be a new bouldering gym opening in Pagosa Springs.

Steve reported that the Town of Dove Creek elected four new trustees and a new mayor. Dolores County is looking at organizing annual local events. The senior center received a new wheelchair accessible bus. The County applied for a DOLA grant for chipseal. The wireless broadband project is expected to be completed within a few weeks. Montrose Timber Products will begin collecting beetle kill lumber. They are preparing for a dry summer, specifically looking at fire prevention activities.

Fred announced that the Town of Mancos elected two new trustees.

Chris reported that the Town of Bayfield is nearing completion of the comprehensive plan. Their election was cancelled. There was a traffic related fatality and CDOT has begun looking at intersection improvements.

Miriam reported that Dennis contacted her and would like to return to the region through the Best and Brightest program.

Adjourned at 2:58 p.m.

**Southwest Colorado Council of Governments
May Board Meeting and Board Retreat
Thursday, 10 May 2018, 9:00 am
Recreation Center, 2700 Main Ave, Durango, CO 81301**

In Attendance:

Gwen Lachelt – La Plata County
Michael Whiting – Archuleta County
Chris La May – Town of Bayfield
Dick White – City of Durango
Melissa Youssef – City of Durango
Ron LeBlanc – City of Durango
Karen Sheek – City of Cortez
Steve Garchar – Dolores County

Staff in Attendance:

Miriam Gillow-Wiles – Southwest Colorado Council of Governments
Jessica Laitsch – Southwest Colorado Council of Governments
Dylan Lucas– Southwest Colorado Council of Governments

Guests in Attendance:

Ann McCoy-Herald – Senator Gardner’s Office
John Whitney – Senator Bennet’s Office
Ty Churchwell – Trout Unlimited
Karen Thompson

I. Introductions

The meeting was called to order at 9:11 am, everyone introduced themselves.

II. Consent Agenda

- a. April 2018 SWCCOG Meeting Minutes
- b. March 2018 Financials

Postponed to next meeting.

III. Reports

Director’s Report:

Miriam reported that it has been a busy month, primarily related to the FCC broadband funding. Representative Tipton has a new staff member who will attend the next COG meeting. Staff has been working with the Southwest Incident Management (SWIM) Team to obtain funding for next year, the COG would receive a portion for M&A. The contract template with jurisdictions has been updated to include TABOR and indemnity language.

Broadband Report:

Chris asked if Senator Bennet received the requested information from the FCC. John Whitney replied that they have not received the information they received, however they did receive some information from the Colorado Public Utilities Commission which the office is reviewing. He added that it is clear CenturyLink did not establish the expected connectivity under CAFII. Karen asked if there is any penalty for not meeting the commitment. John replied that he is not aware of a penalty. Miriam added that there may not be rural funding under CAF III. John added that there is question about the true speeds being delivered.

Miriam reported that the COG is no longer working with the Colorado Telehealth Network (CTN). They had previously been trying to work in good faith, however CTN declined to modify their template contract to fit the project. She explained that new RFPs under the Southwest Colorado Council of Governments Healthcare Consortium have been posted to the FCC's website. Karen asked whether legislators could do anything to make this funding application process more streamlined.

Legislative Report:

Miriam reported that the legislative session has ended.

Transportation Report:

Jessica reported that the next TPR meeting would be held in June. There will be a steering committee meeting on the Four Corners Regional Transportation Project in May. The consultant for the Cortez-Durango bus line held a site visit in April. Also, the TPR held a special meeting to develop a priority list of transit related capital projects. Michael suggested looking into transit between Archuleta and La Plata in the future.

VISTA Report:

Miriam reported that Dylan has been working at Kemper Elementary on recycling education. She also reported that the COG was approved for a VISTA for a fourth year.

IV. Decision Items

Executive Committee Meeting Minutes from February 15, 2018 and March 22, 2018:

Karen Sheek motioned to approve the executive committee minutes from both meetings, Gwen Lachelt seconded, unanimously approved.

CDOT Mobility Management Grant:

Miriam explained that staff is seeking direction to apply for transit funding with formal approval at the next meeting. Jessica and Miriam explained that this funding would be for a partial staff position to support the Regional Transit Council, specifically to help with solutions to issues faced by the local agencies. Ron expressed concern about the COG competing against jurisdictions for the same pool of funding. Karen asked if there would be an opportunity for the existing position to address larger regional issues. There was discussion about the potential for opportunities for coordination. There was discussion about how to handle direct conflicts with respect to grant funding. There was discussion about the possibility to combine the applications and potential pros and cons of this notion. The general direction was to move forward with the retreat discussion due to lack of quorum and in the future to continue the discussion of how to handle competition for grant funding, both between the COG and member jurisdictions as well as between member jurisdictions.

Good Samaritan Legislation Letter of Support:

Miriam explained that Trout Unlimited requested a letter in support of legislation to remove liability from organizations seeking to clean up mine wastewater. Michael asked what the deadline is. Miriam replied that recess does not begin until August. Karen asked if there is any downside to signing this. Ty replied that various COG members have previously supported this concept; this letter would be to express support for the general concept. John added that there is generally broad support for Good Samaritan legislation and there have been efforts to identify a bipartisan solution. Direction was given to bring this to the June meeting for consideration.

Adjourned at 10:19 a.m.

BOARD RETREAT

The meeting was called to order at 10:32 a.m.

Miriam presented an overview of the purpose of COGs, the accomplishments of the COG in the past year, and the challenges it is facing. Miriam and Karen Thompson provided a review of the critical success factors identified in 2017.

Miriam reported that the Southwest Colorado Council of Governments Healthcare Consortium is applying for broadband funding on behalf of Dolores County Public Health Department, San Juan County Department of Public Health, San Miguel County Department of Health and Environment, and Southwest Health System. She reported that the San Juan Basin Health Department chose not to participate at this time, however they will remain in ongoing discussions moving forward.

There was a discussion about strategies to communicate achievements to the communities, such as annual reports and return-on-investment summaries.

Karen conducted a brief survey. This began a discussion about how the COG could be a more useful organization for the various communities. There was discussion about the broadband friendly policies available for the communities.

Miriam presented information related to the proposed aggregation of connectivity services. There was general discussion about the information presented.

Miriam summarized information about public private partnerships relative to broadband.

Break at 12:30 p.m. Reconvened at 1:04 p.m.

There was discussion about options related to public private partnerships. In general, the direction was to protect local interests and minimize risk while still getting the project done.

Karen asked about the COG's long-term broadband plans, both if the COG does receive FCC Rural Healthcare funding and if it does not receive this funding. There was discussion about the need for private equity to put in open access network fiber. There was discussion about the original intent of the COG and if it's efforts were appropriately focused. Karen asked what the COG should plan if it does not receive FCC broadband funding, whether there should be a continued focus on broadband or if the focus should shift. There was discussion about progress that has been made. Karen asked for particular projects that could be addressed under each of the COG's primary goals:

Aging: Look to jointly address housing and aging needs; coordination and/or streamlining of management of housing and aging organizations. There was discussion about the previous attempt to work with the AAA.

Environment: Miriam described challenges associated with addressing recycling. Explore opportunities for local markets including potential demand, supply and challenges; consider looking at issues related to clean air and water.

Telecommunications: Miriam explained that the COG works with the SWIM Team and All Hazards, and a major concern is communications. Communications is important for each jurisdiction, but not a primary role for the COG at this time.

Tourism: As this is being address by other agencies, this may not be a primary role for the COG at this time.

Housing: There are a number of agencies competing for resources, there may be opportunities for the COG to have a role; a centralized housing expert may be useful for the communities; discussion about expanding the Regional Housing Alliance to encompass the entire region.

Transportation: Discussion about current efforts related to transit and TPR; potential for coordination related to the airports.

The meeting ended at 3:36 p.m.

March 2018 Financials

To: SWCCOG Board of Directors
From: Sara Trujillo
Date: 10 May 2018

Comments: The following attachments include:

- Balance Sheet as of March 31, 2018
- January 1- March 31, 2018 Profit & Loss

Items to Note:

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

P&L: Being on maternity leave put some reimbursement requests behind one month; however, since being back, all requests have been submitted through 3/31/2018.

All broadband consulting funds for DoLA grant 8330 have been spent according to the grant contract including the \$15,000 cash match that was collected from members in 2017.

Fiscal Impact: High, Budget changes throughout the year

Staff Recommendation: Approve the March 2018 Financials allowing staff to move forward with the 2018 budget.

Legal Review: Not Applicable

Balance Sheet

As of March 31, 2018

	<u>Mar 31, 18</u>
ASSETS	
Current Assets	
Checking/Savings	
Alpine Bank	
Alpine Bank Account (UR)	149,277.07
Total Alpine Bank	149,277.07
Petty Cash	
AmeriCorps VISTA	104.63
Petty Cash - Other	22.97
Total Petty Cash	127.60
Total Checking/Savings	149,404.67
Accounts Receivable	
Accounts Receivable	11,248.18
Total Accounts Receivable	11,248.18
Other Current Assets	
Prepaid Expense	5,997.00
Total Other Current Assets	5,997.00
Total Current Assets	166,649.85
TOTAL ASSETS	166,649.85
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	3,074.39
Total Accounts Payable	3,074.39
Credit Cards	
Credit Cards	
Miriam	1,201.42
Sara	104.98
Total Credit Cards	1,306.40
Total Credit Cards	1,306.40
Total Current Liabilities	4,380.79
Total Liabilities	4,380.79
Equity	
Retained Earnings	74,660.72
Net Income	87,608.34
Total Equity	162,269.06
TOTAL LIABILITIES & EQUITY	166,649.85

Southwest Colorado Council of Governments

Profit & Loss

04/18/18

January through March 2018

Accrual Basis

	Jan - Mar 18
Ordinary Income/Expense	
Income	
All Hazards	
2016 SHSP	0.00
Total All Hazards	0.00
CDOT Grants	
SWTPR Grant	1,043.67
Total CDOT Grants	1,043.67
DoLA Grants	
DoLA 8330	16,285.70
Total DoLA Grants	16,285.70
Dues Revenue	
COG Dues	150,970.00
SWTPR Contributions	6,842.00
Total Dues Revenue	157,812.00
Misc. Income	29,062.90
SCAN Services	
Dark Fiber Leasing	8,538.00
Internet & Transport	2,070.00
Total SCAN Services	10,608.00
Total Income	214,812.27
Gross Profit	214,812.27
Expense	
All Hazards Projects	
All Hazards 2015 SHSP	
Grant 2015 Project 5	31.98
Total All Hazards 2015 SHSP	31.98
All Hazards 2016 SHSP	
Grant 2016 Project 1	2,000.26
Grant 2016 Project 6	3,865.00
Total All Hazards 2016 SHSP	5,865.26
All Hazards 2017 SHSP	
Grant 2017 Project 3	8,124.50
Total All Hazards 2017 SHSP	8,124.50
Total All Hazards Projects	14,021.74
Conference Fee	116.00
Consulting	36,168.20
Employee/Board Appreciation	30.42
Information Technology (IT)	
Software	4,254.75
Total Information Technology (IT)	4,254.75
Insurance Expense	
General Liability	3,621.75
Health	6,426.00
Total Insurance Expense	10,047.75
Internet Connectivity	
Fast Track	2,700.00
Internet Connection (AT&T)	64.64
Total Internet Connectivity	2,764.64
Meetings	14.63
Memberships	6,423.00

Southwest Colorado Council of Governments

Profit & Loss

04/18/18

January through March 2018

Accrual Basis

	<u>Jan - Mar 18</u>
Office Equipment	1,736.73
Office Supplies	538.55
Postage and Delivery	28.70
Professional Fees	
Legal	547.20
Misc.	24.43
Total Professional Fees	571.63
Salary and Wages	
457 Retirement	1,855.14
Car Allowance	900.00
Cell Phone Allowance	585.00
Payroll Processing Fee	536.17
Payroll Tax	3,270.87
Salary and Wages - Other	40,629.89
Total Salary and Wages	47,777.07
Travel	2,710.12
Total Expense	127,203.93
Net Ordinary Income	87,608.34
Net Income	<u><u>87,608.34</u></u>

April 2018 Financials

To: SWCCOG Board of Directors
From: Sara Trujillo
Date: 28 June 2018

Comments: The following attachments include:

- Balance Sheet as of April 30, 2018
- January 1- April 30, 2018 Profit & Loss

Items to Note:

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

Miriam's credit card travel expenses have been 100% grant reimbursed.

Fiscal Impact: High, Budget changes throughout the year

Staff Recommendation: Approve the April 2018 Financials allowing staff to move forward with the 2018 budget.

Legal Review: Not Applicable

Southwest Colorado Council of Governments

Balance Sheet

As of April 30, 2018

	Apr 30, 18
ASSETS	
Current Assets	
Checking/Savings	
Alpine Bank	
Alpine Bank Account (UR)	63,745.08
Total Alpine Bank	63,745.08
Petty Cash	
AmeriCorps VISTA	252.88
Petty Cash - Other	22.97
Total Petty Cash	275.85
Total Checking/Savings	64,020.93
Accounts Receivable	
Accounts Receivable	24,376.20
Total Accounts Receivable	24,376.20
Other Current Assets	
Prepaid Expense	5,997.00
Total Other Current Assets	5,997.00
Total Current Assets	94,394.13
TOTAL ASSETS	94,394.13
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	3,222.39
Total Accounts Payable	3,222.39
Credit Cards	
Credit Cards	
Miriam	1,651.82
Sara	902.69
Total Credit Cards	2,554.51
Total Credit Cards	2,554.51
Other Current Liabilities	
Accrued Wages	6,689.00
Total Other Current Liabilities	6,689.00
Total Current Liabilities	12,465.90
Total Liabilities	12,465.90
Equity	
Retained Earnings	67,971.72
Net Income	13,956.51
Total Equity	81,928.23
TOTAL LIABILITIES & EQUITY	94,394.13

Southwest Colorado Council of Governments

Profit & Loss

06/21/18

January through April 2018

Accrual Basis

	Jan - Apr 18
Ordinary Income/Expense	
Income	
All Hazards	
2015 SHSP	516.60
2016 SHSP	0.00
Total All Hazards	516.60
CDOT Grants	
SWTPR Grant	1,043.67
Transit 5304	5,226.00
Total CDOT Grants	6,269.67
DoLA Grants	
DoLA 8330	24,144.94
Total DoLA Grants	24,144.94
Dues Revenue	
COG Dues	150,970.00
SWTPR Contributions	6,842.00
Total Dues Revenue	157,812.00
Grant Match	
COG Member Match	14,923.00
Non-COG Member Match	8,000.00
Total Grant Match	22,923.00
Misc. Income	5,929.80
RHA	5,000.00
SCAN Services	
Dark Fiber Leasing	17,076.00
Internet & Transport	4,140.00
Total SCAN Services	21,216.00
Total Income	243,812.01
Gross Profit	243,812.01
Expense	
All Hazards Projects	
All Hazards 2015 SHSP	
Grant 2015 Project 2	485.45
Grant 2015 Project 5	31.98
Total All Hazards 2015 SHSP	517.43
All Hazards 2016 SHSP	
Grant 2016 Project 1	3,176.66
Grant 2016 Project 6	3,865.00
Total All Hazards 2016 SHSP	7,041.66
All Hazards 2017 SHSP	
Grant 2017 Project 2	14,060.00
Grant 2017 Project 3	8,124.50
Grant 2017 Project 5	42,499.49
Grant 2017 Project 6	6,636.25
Total All Hazards 2017 SHSP	71,320.24
Total All Hazards Projects	78,879.33
Conference Fee	763.70
Consulting	47,086.83
Employee/Board Appreciation	125.42
Information Technology (IT)	
Software	5,009.75
Total Information Technology (IT)	5,009.75
Insurance Expense	

Southwest Colorado Council of Governments

Profit & Loss

06/21/18

January through April 2018

Accrual Basis

	<u>Jan - Apr 18</u>
General Liability	3,621.75
Health	8,568.00
Total Insurance Expense	12,189.75
Internet Connectivity	
Fast Track	4,500.00
Internet Connection (AT&T)	130.25
Total Internet Connectivity	4,630.25
Meetings	236.38
Memberships	6,423.00
Misc. Expense	522.00
Office Equipment	1,536.73
Office Supplies	611.54
Postage and Delivery	35.40
Professional Fees	
Audit	3,000.00
Legal	2,457.76
Misc.	24.43
Total Professional Fees	5,482.19
Salary and Wages	
457 Retirement	2,385.18
Car Allowance	1,200.00
Cell Phone Allowance	780.00
Payroll Processing Fee	657.64
Payroll Tax	4,171.17
Salary and Wages - Other	52,154.64
Total Salary and Wages	61,348.63
Travel	4,974.60
Total Expense	229,855.50
Net Ordinary Income	13,956.51
Net Income	13,956.51

May 2018 Financials

To: SWCCOG Board of Directors
From: Sara Trujillo
Date: 28 June 2018

Comments: The following attachments include:

- Balance Sheet as of May 31, 2018
- January 1- May 31, 2018 Profit & Loss vs. Budget

Items to Note:

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

As the fiscal agent to the SWIMT and the state grant ending June 30, 2018, the best and quickest way to spend grant funds is to utilize the COG credit cards. Therefore, you will see a high balance on both Miriam and Sara's cards. All of Miriam's credit card balance is grant reimbursed except \$180. All of Sara's credit card balance is grant reimbursed except \$520.

P&L vs Budget: Information Technology is the only line item at this time straying far from the budget. This is due to the Zoom prepaid expense adjusting entry the auditor has instructed to enter. Miriam and Sara are currently talking with the current and previous auditor about this entry.

Fiscal Impact: High, Budget changes throughout the year

Staff Recommendation: Approve the May 2018 Financials allowing staff to move forward with the 2018 budget.

Legal Review: Not Applicable

Southwest Colorado Council of Governments
Balance Sheet
As of May 31, 2018

	<u>May 31, 18</u>
ASSETS	
Current Assets	
Checking/Savings	
Alpine Bank	
Alpine Bank Account (UR)	130,141.65
Total Alpine Bank	130,141.65
Petty Cash	
AmeriCorps VISTA	224.49
Petty Cash - Other	22.97
Total Petty Cash	247.46
Total Checking/Savings	130,389.11
Accounts Receivable	
Accounts Receivable	23,040.83
Total Accounts Receivable	23,040.83
Other Current Assets	
Prepaid Expense	5,997.00
Total Other Current Assets	5,997.00
Total Current Assets	159,426.94
TOTAL ASSETS	159,426.94
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	3,373.39
Total Accounts Payable	3,373.39
Credit Cards	
Credit Cards	
Miriam	5,866.77
Sara	4,372.16
Total Credit Cards	10,238.93
Total Credit Cards	10,238.93
Other Current Liabilities	
Accrued Wages	6,689.00
Total Other Current Liabilities	6,689.00
Total Current Liabilities	20,301.32
Total Liabilities	20,301.32
Equity	
Retained Earnings	67,971.72
Net Income	71,153.90
Total Equity	139,125.62
TOTAL LIABILITIES & EQUITY	159,426.94

Southwest Colorado Council of Governments
Profit & Loss Budget vs. Actual
 January through May 2018

06/20/18

Accrual Basis

	Jan - May 18	Budget	% of Budget
Ordinary Income/Expense			
Income			
All Hazards			
2015 SHSP	516.60		
2016 SHSP	10,439.56		
2017 SHSP	63,195.74		
All Hazards - Other	0.00	163,346.00	0.0%
Total All Hazards	74,151.90	163,346.00	45.4%
Broadband			
CDOT Funding	0.00	333,333.00	0.0%
DoLA BB Grant	0.00	375,000.00	0.0%
FCC Grant	0.00	3,000,000.00	0.0%
Private Equity	0.00	1,666,667.00	0.0%
Total Broadband	0.00	5,375,000.00	0.0%
CDOT Grants			
SWTPR Grant	4,686.64	22,100.00	21.2%
Transit 5304	5,226.00	27,000.00	19.4%
Total CDOT Grants	9,912.64	49,100.00	20.2%
DoLA Grants			
DoLA 8330	24,144.94	28,000.00	86.2%
DoLA 8573	0.00	35,000.00	0.0%
Total DoLA Grants	24,144.94	63,000.00	38.3%
Dues Revenue			
Admin Position	0.00	12,200.00	0.0%
COG Dues	150,970.00	145,000.00	104.1%
SWTPR Contributions	6,842.00	7,607.00	89.9%
Total Dues Revenue	157,812.00	164,807.00	95.8%
Grant Match			
COG Member Match	14,923.00		
Non-COG Member Match	8,000.00		
Total Grant Match	22,923.00		
Misc. Income	6,118.80	0.00	100.0%
RHA	5,000.00	10,000.00	50.0%
SCAN Services			
Dark Fiber Leasing	17,076.00	29,328.00	58.2%
Internet & Transport	4,140.00	8,280.00	50.0%
Total SCAN Services	21,216.00	37,608.00	56.4%
SWIMT	13,235.28		
Total Income	334,514.56	5,862,861.00	5.7%
Gross Profit	334,514.56	5,862,861.00	5.7%
Expense			
Advertising and Promotion	0.00	240.00	0.0%
All Hazards Projects			
All Hazards 2015 SHSP			
Grant 2015 Project 2	485.45		
Grant 2015 Project 5	31.98		
Total All Hazards 2015 SHSP	517.43		
All Hazards 2016 SHSP			
Grant 2016 Project 1	4,402.03		
Grant 2016 Project 6	3,865.00		
Total All Hazards 2016 SHSP	8,267.03		
All Hazards 2017 SHSP			
Grant 2017 Project 2	14,060.00		
Grant 2017 Project 3	8,124.50		

Southwest Colorado Council of Governments
Profit & Loss Budget vs. Actual
January through May 2018

06/20/18

Accrual Basis

	Jan - May 18	Budget	% of Budget
Grant 2017 Project 5	42,499.49		
Grant 2017 Project 6	6,636.25		
Total All Hazards 2017 SHSP	71,320.24		
All Hazards Projects - Other	0.00	157,346.00	0.0%
Total All Hazards Projects	80,104.70	157,346.00	50.9%
Bank Service Charge	158.16	200.00	79.1%
Broadband Expenses			
SCAN Dark Fiber Lease	0.00	7,332.00	0.0%
Total Broadband Expenses	0.00	7,332.00	0.0%
Conference Fee	1,062.70		
Consulting	47,677.24	5,313,500.00	0.9%
Employee/Board Appreciation	125.42	100.00	125.4%
Information Technology (IT)			
Internal IT Consulting	0.00	50.00	0.0%
Software	5,198.75	1,324.00	392.7%
Total Information Technology (IT)	5,198.75	1,374.00	378.4%
Insurance Expense			
General Liability	3,621.75	8,000.00	45.3%
Health	10,710.00	36,720.00	29.2%
Worker's Compensation	0.00	1,750.00	0.0%
Total Insurance Expense	14,331.75	46,470.00	30.8%
Internet Connectivity			
Fast Track	4,500.00	10,800.00	41.7%
Internet Connection (AT&T)	163.55	390.00	41.9%
Total Internet Connectivity	4,663.55	11,190.00	41.7%
Meetings	815.85	5,000.00	16.3%
Memberships	6,423.00	6,048.00	106.2%
Misc. Expense	522.00		
Office Equipment	1,536.73	6,000.00	25.6%
Office Supplies	611.54	850.00	71.9%
Office Telephone	0.00	980.00	0.0%
Postage and Delivery	35.40	80.00	44.3%
Professional Development	0.00	4,000.00	0.0%
Professional Fees			
Accounting Software	0.00	200.00	0.0%
Audit	3,000.00	5,900.00	50.8%
Legal	3,926.56	7,000.00	56.1%
Misc.	24.43	500.00	4.9%
Total Professional Fees	6,950.99	13,600.00	51.1%
Rent	0.00	95.00	0.0%
Salary and Wages			
457 Retirement	2,915.22	9,355.00	31.2%
Car Allowance	1,500.00	3,600.00	41.7%
Cell Phone Allowance	975.00	1,560.00	62.5%
Housing Allowance	0.00	2,400.00	0.0%
Payroll Processing Fee	763.92	2,400.00	31.8%
Payroll Tax	5,070.10	16,783.00	30.2%
Salary and Wages - Other	63,663.32	196,290.00	32.4%
Total Salary and Wages	74,887.56	232,388.00	32.2%
SWIMT 2017-2018	12,032.07		
Travel	6,223.25	25,000.00	24.9%
Total Expense	263,360.66	5,831,793.00	4.5%
Net Ordinary Income	71,153.90	31,068.00	229.0%
Net Income	71,153.90	31,068.00	229.0%

Reports

Director Report

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 28 June 2018

Comments: The last month has been very busy, which seems to be the way I start most of my Director's Reports for 2018. I had a few vacation days for my brother's wedding, as well as two conferences and a trip to Denver for meetings. I am looking forward to staying home for more of the summer this year. The meetings in Denver with CDOT and Municipal Capital Markets went very well, as did both the NARC and Mountain Connect conferences.

NARC

The National Association of Regional Councils annual meeting was held in Orlando, FL this year. At that conference I was named the Transportation Co-Chair, as they appoint two Executive Directors, one from a RPO/RTPO (Rural Planning Organization/Rural Transportation Planning Organization) – what we call the TPR here in Colorado, and a MPO (Metropolitan Planning Organization). The requirements for participation are not terribly strenuous, but this will help push rural transportation policy at both NARC and as they advocate for transportation policy in Washington DC.

Mountain Connect

I attended my fourth Mountain Connect this year, expressly for the purpose of creating interest for the USAC RFPs and engaging in discussions about additional funding. I had some interesting conversations about funding and what that might look like, including some vendors tell me they were going reference additional funding in the RFP responses.

Region 9 – SWCCOG Collaboration

The consultant will be returning to Durango on July 23rd for review of findings and discussions, with both agencies staff, as well as an hour meeting to debrief the Executive Committees of findings. Staff will send out an invite to the ExCom as soon as details of location and time are secured.

Broadband Report

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 28 June 2018

Comments As we have delved deeper into developing broadband and aggregating services as well as working with CDOT to help inform their statewide broadband plan.

USAC Rural Health Care

The RFPs were not approved by USAC for about 10 days. As a result this has pushed us to the very end of the funding window. Responses are due Tuesday 6/26, SWCCOG Board makes decisions Thursday 6/28, and the final package including contracts are due to the FCC, Friday 6/29 5pm EDT. The RFPs took longer than expected to be approved as there were quite a few later requests for proposals and other documentation the FCC needed to approve. It will be a challenging few days, but we will have 1-4 submissions to the FCC for the four RFPs.

Aggregation of Services

Staff and Board discussed aggregation of services and discussed pricing at the SWCCOG Board Retreat in May. At that meeting, the Board gave Staff direction to move forward, solidify pricing, and develop contracts. Farther down in the Board Packet you'll see three contracts for this service. One with an ISP, one with Member Jurisdictions, and one with Community Anchor Institutions. Of note, these contracts have very short terms, 90 and 120 days respectively to help ensure we are not locked into a contract where pricing is not competitive after a number of years.

CDOT Fiber Plan

I was invited to be part of CDOT's fiber planning group in April. We met again in Denver in June to discuss in detail about the identifying needs and time frames for development of fiber in various regions/locations. I am happy to be the lone non-CODT member, and representing rural Colorado needs. This has been beneficial to be able to advocate for our needs rather than seeing funding constantly be gobbled up by the metro areas. We will have final a planning meeting in mid-July.

Private Broadband Funding

I met with Municipal Capital Markets at Butler Snow, LLP while last in Denver to discuss what funding might be available for the SWCCOG, and how we might go about doing such a thing as non-taxing agency. There were some very interesting and exciting ideas we discussed, including ones that made both the funding people and the lawyers excited. We have time on the agenda for a review and discussion of the Board to provide direction to staff.

Transportation Report

To: SWCCOG Board of Directors
From: Jessica Laitsch
Date: 22 June, 2018

Comments: Transportation:

The last SWTPR meeting was held on June 7, 2018. The topics included presentations of the State Transportation Demand Management Plan and information related to the upcoming Statewide planning process.

The next SWTPR meeting will be held at 9:00 a.m. Thursday, 2 August, 2018 at the Carnegie Building, 1188 E 2nd Ave., Durango.

Transit:

5304 Four Corners Coordinated Transit Plan – We are working with the consultant to schedule stakeholder meetings throughout the region. The stakeholder meeting in Southwest Colorado is tentatively scheduled for early August, more information will be distributed as details are set.

NADO Technical Assistance Cortez/Durango fixed route bus – The consultant is working with CDOT to identify potential funding sources for recommended service options.

The next Regional Transit Council meeting will be held 20 July, 2018 at 9:00 a.m. at the Carnegie Building, 1188 E 2nd Ave., Durango.

VISTA's Report

To: SWCCOG Board of Directors
From: Dylan Lucas
Date: 21 June 2018

Comments: **Inventory of SWCCOG Office**

I recently finished inventorying the SWCCOG office for electronics and office furniture. A need for accurate insurance information prompted the inventory but it should have much more benefit than solely providing financial numbers. The inventory shows that we have back-up redundancy in technology when and if it is needed.

CARO Website

The new CARO website is set to launch on June 26th. The new site will feature hosting on the Colorado official state web portal. Colorado's public portal provides much easier site creation and upkeep tools while having little drawbacks in allowing what the site needs to accomplish. The independently hosted CARO site will have a redirect leading to the new address.

Discussion Items

Decision Items

SWCCOG Executive Committee Minutes

To: SWCCOG Board of Directors

From: Jessica Laitsch

Date: 22, June 2018

Comments: Executive Committee Minutes from April 19, 2018 for approval.

Legal Review: None

Fiscal Impact: None

Staff Recommendation: Executive Committee approve the attached minutes from April 19, 2018.

**Southwest Colorado Council of Governments
Executive Committee Meeting
Thursday, April 19, 2018, 1:30 p.m.**

In attendance:

Chris La May – Town of Bayfield (via phone)
Karen Sheek – City of Cortez (via phone)
Gwen Lachelt – La Plata County (via phone)
David Liberman – Law Office of David Liberman
Karen Thompson - (via phone)
Miriam Gillow-Wiles – Southwest Colorado Council of Governments
Sara Trujillo – Southwest Colorado Council of Governments (via phone)
Jessica Laitsch – Southwest Colorado Council of Governments

The meeting began at 1:38 p.m.

Miriam explained that there is not much on the Board agenda for May. She has been working with Karen Thompson on the agenda for the board retreat. Her intent is that part of the discussion will include a contingency plan for priorities in the event the SWCCOG does not receive FCC broadband funding, including reviewing other priorities. Chris asked for a review of the COG's purpose and the major goals at a high level. Miriam stated that she would include this and that she also plans to have an extensive discussion on the status of broadband.

Chris asked about the facilitation project with Region 9. Miriam will provide an update on this. Chris mentioned that last year's retreat ended with a particular focus on broadband. Miriam reported that the consultant for the facilitation project with Region 9 will be meeting with the executive directors at the end of April, the Boards would be included later in the process.

Miriam explained that DOLA would like the COG to wait until August to apply for broadband funding. The committee agreed that it would be best to proceed as recommended by DOLA. Chris asked if the COG is applying for broadband specific funds. Miriam replied that the broadband fund will be depleted, but DOLA has committed to fund broadband from the regular grant cycles. She added that this does pit broadband against other infrastructure projects. She described the elements of the funding request, including consulting, staffing, and a broadband equipment revolving loan fund. There was discussion about what a revolving loan fund could look like. She added that DOLA had asked that the COG issue an RFP for management of middle mile infrastructure, but she argued that it is too soon for this step. Miriam requested an executive session to discuss the Colorado Telehealth Network contract.

Gwen Lachelt motioned to convene an executive session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under CRS Section 24-6-402(4)(e), Karen Sheek seconded, unanimously approved. The executive session began at 2:04 p.m.

The regular meeting reconvened at 2:24. Chris asked if a motion was necessary. David replied that the general direction given would be adequate.

The meeting ended at 2:25 p.m.

Good Samaritan Legislation Letter of Support

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 22 June 2018

Comments: The Southwest Colorado Council of Governments has been asked to write a letter in support of introduction and passage of Good Samaritan Legislation. Such legislation would allow well-qualified and capable persons and organizations to perform liability-free mine remediation work. If approved, we would send letters to Senators Bennet and Gardner and Representative Tipton.

A letter of support on this legislation partially fits in the SWCCOG's letter of support policy:

- 1) The request is from Trout Unlimited, not from a member of the SWCCOG
- 2) The request does have regional impact
- 3) This proposal supports the SWCCOG's goals related to environment
- 4) Other considerations:
 - In the past, when similar legislation has been considered, some SWCCOG member communities wrote letters in support of such legislation

Legal Review: None

Fiscal Impact: None

Staff Recommendation: Approve the Letter of Support for the introduction and passage of Good Samaritan Legislation.



SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

28 June, 2018

Senator Michael Bennet
United States Senate
261 Russell Senate Office Building
Washington, DC 20510
Phone: 202-224-5852

RE: Good Samaritan Remediation of Orphan Hardrock Mines

Dear Senator Bennet,

The Southwest Colorado Council of Governments (SWCCOG) is located in the southwest corner of the State of Colorado. The mission of the SWCCOG is to provide regional leadership on behalf of governments throughout Southwest Colorado by defining regional issues, advocating for mutual goals, and administering regional programs. The region includes the counties of Archuleta, Dolores, La Plata, Montezuma, and San Juan, the municipalities of the Cities of Cortez and Durango, and the Towns of Bayfield, Dolores, Dove Creek, Ignacio, Mancos, Pagosa Springs, Rico, and Silverton, as well as the two Native American Tribes of the Southern Ute and the Ute Mountain Ute.

Southwest Colorado is covered with hundreds of abandoned mines, many of which are sources of heavy metal pollution and acidity in the headwaters of our rivers. Current laws make it difficult, if not impossible for well-intentioned, non-responsible parties to perform much needed mine remediation for fear of long-term liability. This issue of liability is a significant deterrent and must be addressed through legislation. Good Samaritan legislation would help assure that well-qualified and capable persons and organizations could perform liability-free mine remediation work in our region.

In Southwest Colorado, the adverse impacts of not thoroughly cleaning up abandoned mines are incalculable, for communities both local and downstream. Disasters such as the Gold King Mine waste water spill highlight the wider regional impact of environmental emergencies and natural disasters. We urge you to make Good Samaritan legislation a priority. Such legislation would encourage improved water quality for our region while creating jobs and improving the quality of life in our region.

Please contact us if we can be of any assistance in advancing Good Samaritan legislation. Thank you for your leadership on this critical issue.

Sincerely,

Chris La May, Chair
Southwest Colorado Council of Governments

CDOT Letter of Support – Wolf Creek Pass Advanced Technology Project

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 22 June 2018

Comments: The Colorado Department of Transportation requested that the Southwest Colorado Council of Governments write a letter of support for their Wolf Creek Pass Advanced Technology project. The proposal includes installing fiber and electrical infrastructure over Wolf Creek Pass. The grant application was due June 18, 2018, the Executive Committee directed staff to send a letter with ratification at the June meeting.

A letter of support on this issue partially fits in the SWCCOG's letter of support policy:

- 1) The request is from the Colorado Department of Transportation, not from a member of the SWCCOG
- 2) The request does have regional impact
- 3) This proposal supports the SWCCOG's goals related to transportation and telecommunications

Legal Review: None

Fiscal Impact: None

Staff Recommendation: Ratify the letter of support for CDOT's Wolf Creek Pass Advanced Technology project.



SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

1 June, 2018

The Honorable Elaine L Chao
Secretary
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

RE: CDOT Wolf Creek Pass Advanced Technology Deployment

Dear Secretary Chao:

The Southwest Colorado Council of Governments (SWCCOG) is located in the southwest corner of the State of Colorado. The extreme topography of the Southwest Colorado region presents unique challenges along our transportation corridors. The SWCCOG fully supports the Colorado Department of Transportation's (CDOT) application for funding to install fiber and power over Wolf Creek Pass, a section of US 160 that currently lacks both.

One of the SWCCOG's primary goals is the facilitation of a robust, interconnected transportation network. CDOT's proposal to use fiber and electrical infrastructure to communicate with drivers on Wolf Creek Pass is an important strategy to improve safety along one of Colorado's dangerous mountain passes. Their proposal represents a range of components to monitor conditions and communicate relevant information to drivers as completely as possible. The proposed technology will maximize system performance, reduce crashes, and improve freight travel reliability.

We strongly support CDOT's application for technology deployment over Wolf Creek Pass as this will improve safety for citizens and visitors in Southwest Colorado. Thank you for your consideration of this request.

Sincerely,

Miriam C. Gillow-Wiles
Executive Director
Southwest Colorado Council of Governments
director@swccog.org

BLM Office Relocation Letter of Support

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 22 June 2018

Comments: The Southwest Colorado Council of Governments has been asked to write a letter encouraging the relocation of the national Bureau of Land Management (BLM) office to southwest Colorado. The proposal would be to move the office into a soon to be vacated facility near the Durango-La Plata County Airport.

A letter of support on this issue partially fits in the SWCCOG's letter of support policy:

- 1) The request is from the La Plata Economic Development Alliance, not from a member of the SWCCOG
- 2) This proposal would benefit the region through proximity to the people who manage our public lands
- 3) This proposal supports the SWCCOG's goals related to environment and would have a positive economic impact in the region

Legal Review: None

Fiscal Impact: None

Staff Recommendation: Approve the letter encouraging the relocation of the national (BLM) office to southwest Colorado.



SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

28 June, 2018

The Honorable Ryan Zinke
Secretary of the Interior
Department of the Interior
1849 C Street, N.W.
Washington DC 20240

RE: Relocation of Bureau of Land Management (BLM) National Office

Dear Secretary Zinke:

The Southwest Colorado Council of Governments (SWCCOG) is located in the southwest corner of the State of Colorado. The mission of the SWCCOG is to provide regional leadership on behalf of governments throughout Southwest Colorado by defining regional issues, advocating for mutual goals, and administering regional programs. We strongly support efforts to relocate the national BLM office to the western United States and, more specifically, to southwestern Colorado.

The southwest Colorado region spans roughly 6500 square miles and includes Mesa Verde National Park, the Canyons of the Ancients National Monument, Chimney Rock National Monument, and Hovenweep National Monument. Two Native American reservations, the Southern Ute and the Ute Mountain Ute Indian Tribes, are located within the southwest Colorado region. The region also includes the San Juan Basin, which is one of the most prolific natural gas/coalbed methane basins in the country. The varied land uses include grazing, natural gas extraction, mining, historic preservation, and recreation. It is important for the people who live here to have an active role in making the decisions which can transform the land that is the foundation of the local economy. Better informed decision-making, as a result of proximity to those most impacted, would result in more effective land-management policies.

We anticipate that the Department of the Interior would also benefit by relocating the national BLM office to Durango, Colorado. There is currently a turn-key, high quality office building available near the Durango-La Plata Airport, ready for relocation to begin at the agency's discretion. This facility includes space for up to 400 employees, back up generation, high speed internet, state-of-the-art security systems, and furniture. This location is also conveniently located near Fort Lewis College, providing a supply of qualified new hires, as well as a Federal District Courthouse.

We urge you to relocate the national BLM office to Durango, Colorado. The presence of significant federal and tribal lands would both benefit and be benefited by a more proximate location of the BLM. Ultimately, the people who manage public lands should live and work near the communities whose economies are most impacted by their decisions. Thank you for your consideration on this issue.

Sincerely,

Chris La May, Chair
Southwest Colorado Council of Governments

cc:

U.S. Senator Michael Bennet

U.S. Senator Cory Gardner

U.S. Representative Scott Tipton

Colorado State Senator Don Coram

Colorado House District 58 Representative Marc Catlin

Colorado House District 59 Representative Barbara McLachlan

RHA-SWCCOG PSA Contract Renewal

To: SWCCOG Board of Directors

From: Sara Trujillo

Date: 28, June 2018

Comments: The RHA-SWCCOG Professional Services Agreement contract is up for renewal. The current contract runs from July 1, 2017 – June 30, 2018. The renewal will run from July 1, 2018 – June 30, 2019. Updates made were to the dates of service and audit duties removed as there will be no audit in 2019. The RHA Board approved the renewal contract on June 18, 2018 at the annual board meeting.

Legal Review: None

Fiscal Impact: The contract pays the SWCCOG \$10,000 annually, providing needed revenue.

Staff Recommendation: Approve the RHA-SWCCOG Professional Services Agreement for July 1, 2018 – June 30, 2019.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made between the Regional Housing Alliance. (the "RHA"), whose address is 124 E. 9th Street, Durango, CO 81301 and Southwest Colorado Council of Governments ("Contractor") whose address is PO Box 963, Durango, CO 81302

RECITALS

Per RHA policies and procedures, services under \$25,000 may be contracted through an informal bidding process. Therefore, RHA informally solicited a proposal from three qualified vendors and the Contractor was selected to provide administrative and accounting services; and

Having negotiated the fee described herein, both parties wish to enter into this professional services agreement;

NOW, THEREFORE, the parties agree as follows:

1. *Retention of Contractor.* RHA hereby retains Contractor to provide the Services on the terms herein provided.
2. *Term of Agreement.* Unless terminated earlier by either party hereto, the period during which Contractor shall provide services to RHA under this Agreement shall be from **July 1, 2018** until **June 30, 2019** (the "Initial Term"). This Agreement shall automatically renew for up to three additional one-year terms unless terminated in writing. For such extensions, the scope of work and compensation may be amended.
3. *Termination.* This Agreement may be terminated by either Party, with or without cause, by providing at least 30 days' written notice to the other Party. In addition, RHA may terminate this Agreement immediately without prior notice if any of the following occurs:
 - a. Contractor breaches any provision of this Agreement; or
 - b. Contractor commits an act of fraud, dishonesty or any other act of gross negligent, reckless or willful misconduct in providing the services to the RHA violates any other provision of law; or
 - c. Contractor fails to begin the work within the time specified in the Contract; or
 - d. Contractor fails to perform the work with sufficient workers and equipment or with sufficient materials to assure the prompt completion of said work; or
 - e. Contractor fails to perform the work in accordance with contract requirements or refuses to remove and replace rejected materials or unacceptable work; or
 - f. Contractor discontinues the work; or
 - g. Contractor fails to resume work which has been discontinued within a reasonable

time after notice to do so.

4. *Contractor's Duties.* Contractor shall furnish the Services to RHA as described in Exhibit A, Scope of Services.

5. *Compensation and Invoices.* The compensation paid to the Contractor is to be paid on a fixed price schedule as described in Exhibit A.

6. *Agreement to Perform Services as an Independent Contractor.* It is understood through this contract that RHA is contracting with Contractor to provide specific services and this contract should in no way be interpreted that Contractor is an employee of RHA.

Contractor shall perform said services in its own way in the pursuit of its independent calling and not as an employee of RHA, 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 RHA. Contractor shall not be under the control of RHA or its employees as to the means or manner by which such result is to be accomplished

Contractor shall have no claim against RHA 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.

7. *Notices.* Any notice this Agreement requires must be written and delivered or sent by U.S. Certified mail, return receipt requested, to the parties at the address listed above and via email.

8. *Assignment.* Neither party shall have the right to assign this Agreement except with the express written consent of the other.

9. *Enforceability.* If any term or provision of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, this Agreement shall be deemed amended to delete the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Agreement shall not be affected thereby so long as the purposes of this contract can be met.

11. *Governing Law.* The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Colorado. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in La Plata County, Colorado.

12. *Entire Agreement.* The parties agree that this Agreement constitutes the entire Agreement between the parties and supersedes any and all prior oral representations, promises, covenants, understandings and other agreements, if any, between the parties and their agents and may not be modified in any manner except by an instrument in writing executed by both parties.

13. *Waiver.* No failure by either party to exercise any right it may have shall be deemed to be a waiver of that right or of the right to demand exact compliance with the terms of this Agreement.

14. *Construction.* This Agreement's final form resulted from review and negotiations among the parties and/or their attorneys and no part of this Agreement shall be construed against any party on the basis of authorship.

15. *Signatory's Authority.* Each person signing this Agreement in a representative capacity expressly represents that 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.

16. *Funding availability.* Financial obligations of the RHA are contingent upon annual appropriation of funds to pay for the scope of work defined in this agreement. Thus Contractor understands and accepts that all RHA obligations to make any payments are contingent on annual appropriation of funds.

17. *Third Party Beneficiaries.* The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to this Agreement shall have any right, legal or equitable, to enforce any provision of this Agreement.

18. *Breach of Contract.* The prevailing party to any litigation arising out of this agreement shall be entitled to all costs of that action, including reasonable attorney's fees.

19. *Professional Liability Insurance.* The Contractor agrees to maintain valid and current liability insurance that covers services rendered under this Agreement at his/her own expense during the entire period of this Agreement. The minimum liability insurance that the Contractor shall carry will be \$500,0000 per occurrence and \$1,000,0000 in the aggregate.

20. *Indemnification.* The Contractor shall indemnify and hold harmless the RHA and its agents, employees, and Directors from and against any claim, damages, losses and expenses, including but not limited to attorney's fee, arising out of or related to the performance of this contract, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor or anyone directly or indirectly employed by them or by anyone for whose acts the Contractor may be liable.

SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

Miriam Gillow-Wiles Date
Executive Director

REGIONAL HOUSING ALLANCE OF LA PLATA COUNTY

Julie Westendorff Date
Board President

EXHIBIT A: SCOPE OF SERVICES & COMPENSATION

Administrative Services shall include, but are not limited to:

- Renewing RHA's CIRSA insurance policy to ensure compliance with CRS 24-10-115(1), including errors and omissions coverage, to ensure no lapse in coverage.
- Collecting and opening mail and email correspondence on behalf of the RHA. Responding to the correspondence as appropriate including forwarding the correspondence to RHA's Board President, Secretary, and/or Legal Counsel. Until June 30, 2018, mail will be collected by HomesFund and forwarded to Contractor. After that time, the Contractor will be responsible maintaining a PO Box.
- Supporting at least one annual RHA Board Meeting which shall include the following:
 - o Per the direction of the RHA Board President, creating an agenda and supporting documentation.
 - o Distributing the agenda to the Board.
 - o Providing public notification of the meeting per RHA's bylaws and Colorado Open Meeting Laws including CRS 24-72-201.
 - o Taking minutes and drafting minutes of the meeting which will be sent to the RHA Board within 30 days of a Board Meeting.
- Maintaining records for the RHA including records of board meetings and financial records, in an organized manner.
- Contractor shall be the official Custodian of the RHA's records and respond to any Open Record's requests as outlined in RHA Policy and per Colorado Open Records Act (CORA) defined in C.R.S. 24-72-201 et seq. Files shall be kept in a locked and secure location. Loan files that have been transferred to HomesFund or that HomesFund is currently providing Loan Administration Services for will be kept by HomesFund.
- Meeting all deadlines as outlined in Exhibit B: RHA Calendar.
- Providing a quarterly report to the Board that includes a report on activities, and upcoming tasks.

Accounting Services shall include, but are not limited to:

- Performing the duties of Office Manager and Accountant as described in Exhibit C: Financial Policies and Procedures, and as amended. The duties of Office Manager and Accountant shall, to fullest extent possible, be performed by different people.
- Providing accounting services according to Generally Accepted Accounting Principles and Local Government Uniform Accounting Law, CRS 29-1-501 et seq;

- Maintaining accounting records in QuickBooks.
- Providing quarterly financial statements and bank reconciliation to the RHA Board.
- Preparing an annual budget for approval by the Board, publicly notice and file the budget and budget amendments with the State in accordance with Local Government Budget Law of Colorado, CRS 29-1-101 et seq.

In addition to the stated tasks above, the Contractor shall provide administrative, grant writing, and or accounting services to the RHA board, if directed by the RHA Board President, up to an additional 40 hours annually. Contractor shall provide a quarterly accounting of time spent under this task.

Administration and Accounting Services provided in this scope of work shall include labor costs and all costs incidental to performing such duties such as rent, utilities, telephone, office supplies, and computer hardware and software. Other costs that the RHA may incur including, but not limited, to legal fees, and insurance renewal, are not included in this contract.

Compensation shall be \$10,000 annually. The first payment of \$5,000 is due July 30th and the second payment of \$5,000 is due by January 30th, annually.

EXHIBIT B: RHA CALENDAR

	JANUARY
31-Jan	Copy of Adopted Budget must be filed w/ DOLA (CO STATE DEADLINE)
31-Jan	Dec Narrative and Financial Reports Due to Board
	FEBRUARY
	APRIL
30-Apr	March Narrative and Financial Reports Due to Board
	MAY
	Receive CIRSA Insurance renewal applications for Property/Casualty Ins.
late May	RHA Annual Meeting- Approve next year's budget, admin contract renewal (if agenda includes approval of budget, Notice of Budget must be published/posted)
	JUNE
30-Jun	Renew annual contract for services with SWCCOG
	JULY
31-Jul	June Narrative and Financial Reports Due to Board
	AUGUST
end-Aug	Receive CIRSA Prelim. Quotes (for upcoming year) - Sign & Return by Oct 1 (copies of policies
	OCTOBER
15-Oct	RHA Proposed Budget must be submitted to Board and Notice of Budget must be published/posted (CO STATE DEADLINE)
31-Oct	Sept Narrative and Financial Reports Due to Board
	DECEMBER
end-Dec	Receive CIRSA Certs and the New Policies will be available online mid-late January
31-Dec	RHA board must adopt budget; meeting must be publicly noticed (CO STATE DEADLINE)

Contract with FastTrack for IP Addresses

To: SWCCOG Board of Directors

From: Miriam

Date: 28 June 2018

Comments: During the creation and development of the SCAN (Southwest Colorado Access Network) the SWCCOG contracted with FastTrack for connectivity and IP addresses (internet protocol address). This contract has long since expired, and instead of renewing the connectivity and IP address parts of the contract, staff has worked on an aggregation of telecommunication services instead. However, it is important to maintain the same IP addressing which the SWCCOG Members have been using since 2013. FastTrack owns the blocks of IP addresses the SWCCOG proposes to lease.

IP addresses are how the internet finds specific websites or pieces of equipment. IP addresses can be equated to a house address or phone number; changing IP addresses is similar to readdressing a house or changing cell phone numbers, which can cause issues with people and services finding the house or person with the new number. As a result it is important to maintain the same IP addresses the jurisdictions have been using for the last five years.

Legal Review: Not necessary – service order

Fiscal Impact: Cost is covered by leases to member jurisdictions

Staff Recommendation: Approve the attached Service Order for IP addresses with the FastTrack Communications.



Service Order Summary

Date: June 15, 2018

779 Tech Center Drive, Suite 200
Durango, CO 81301
Phone (970) 247-3366 Fax (970) 247-2426

SOS #: Two /24 IPv4 IP Blocks
Customer ID: SWCCOG

Prepared by: Judy Bergman

To:
Miriam Gillow-Wiles / SWCCOG
director@swccoq.org

Comments or special instructions:

Below listed IP Blocks have been in place since 9/26/2013, customer requested stand alone contract/service order for these items.

Description	Quantity	Term	MRC*	NRC**
Service Location: Durango City Hall, 949 E. 2nd Ave, Durango, CO				
Class C /24 IPv4 Block (\$50.00/each/month)	2	month to month	\$ 100.00	Service in place
<i>Note: FastTrack's IP network is multihomed with 3 available gateways to the internet. If one gateway were to fail all traffic reroutes to the available gateway so customers don't lose connectivity.</i>				
TOTALS:			\$ 100.00	\$ -

*MRC does not include applicable state or local taxes.

**NRC (Non-Recurring Charge) - one time fee (Installation/Special Construction)

If you have any questions concerning this service order summary please contact Judy Bergman at 970.828.1007 or jbergman@fasttrackcomm.net

FastTrack Communications, Inc.

Customer

Signature: _____

Signature: _____

Printed Name: *Kelly Hebbard*

Printed Name: _____

Title: *General Manager*

Title: _____

Date: _____

Date: _____

THANK YOU FOR YOUR BUSINESS!

Aggregation of Telecommunication Services Contracts

To: SWCCOG Board of Directors
From: Miriam
Date: 28 June 2018

Comments: During the SWCCOG Board Retreat in May, Staff presented the Board with pricing and general overview of a aggregation of telecommunication services. At that time the Board gave staff the green light solidify pricing and develop the contracts for the aggregation. Attached are three contracts directly related to the aggregation of telecommunications services.

- 1) Contract between SWCCOG and Forethought.net (formerly Brainstorm in the region) for telecommunication services.
 - a. Exhibit A: Cost per Mbps Pricing
 - b. Exhibit B: Service Orders from SWCCOG – Member Jurisdictions
 - c. Exhibit C: Service Level Agreement
- 2) Contract between SWCCOG and Member Jurisdictions for telecommunication services.
 - a. Exhibit C is the SWCCOG – Forethought.net contract
- 3) Contract between SWCCOG and Community Anchor Institutions for telecommunication services.
- 4) Exhibits A and B are the same for both the SWCCOG – Member Jurisdiction Contract, and the SWCCOG – Community Anchor Institution

Important specifics of these contracts:

- Length of term is 120 days for contracts with SWCCOG Members and CAIs
- Length of term is 90 days between SWCCOG and Forethought
- SWCCOG can contract with multiple other ISP for services while maintaining the contract with Forethought
- All technical support will be handled by Forethought
- Forethought rates are guaranteed for three years
- SWCCOG – Member contract based on the previously approved contract for grant administration and management contract

The contracts that follow are:

- Forethought

Legal Review: Legal has written and/or reviewed the attached contracts

Fiscal Impact: Reduction of costs to SWCCOG Members, participating community anchor intuitions, and revenue to cover SWCCOG internal costs for administration

Aggregation of Telecommunication

Services Contracts

Staff Recommendation: Approve the contracts for Aggregation between SWCCOG – Forethought.net, SWCCOG – Member Governments, and SWCCOG – Community Anchor Institutions.

Master Bulk Purchase Agreement

This Agreement (the "Agreement") is made between The Southwest Colorado Council of Governments ("SWCCOG"), a political subdivision of the State of Colorado, whose address is PO Box 963 Durango, CO 81302 and FORETHOUGHT.net ("Forethought"), a Colorado Corporation, whose address is 2347 Curtis Street, Denver, CO 80205.

RECITALS

WHEREAS, the intent is that this Master Bulk Purchase Agreement (MBPA) will allow the SWCCOG to aggregate purchases of internet bandwidth and telecommunication services across multiple agencies, including its member governments and community anchor institutions, at competitive rates by bulk purchasing from Forethought, and;

WHEREAS, Forethought is a telecommunications service provider who wishes to sell to the SWCCOG internet bandwidth and/or telecommunication services at discounted rates for further sale by SWCCOG to its members and to community anchor institutions in Southwest Colorado, 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, the parties agree as follows:

1. *Retention of Telecommunications Provider.* SWCCOG hereby retains Forethought, on a non-exclusive basis, to provide certain amounts of internet bandwidth and/or to provide telecommunications services on the terms herein provided. This Agreement in no way limits the SWCCOG from contracting with any other internet bandwidth or telecommunications service provider.

2. *Term of Agreement.* The period during which Forethought shall provide services to SWCCOG under this Agreement shall be from the date fully executed by the parties, until either party hereto terminates the agreement. All pricing on Exhibit A shall be valid for no less than three years, unless a reduction of cost is available, then pricing may change to the lower pricing.

3. *Termination.* This Agreement may be terminated by either Party, with or without cause, by providing at least 90 days written notice to the other Party. In addition, SWCCOG, may immediately terminate this contract if Forethought:

1. If a new service order is not completed within 15 days, for whatever reason
2. Discontinues services
3. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency;
4. Is a party to fraud
5. Fails to comply with contract requirements
6. For any other cause whatsoever, fails to carry on the work in an acceptable manner

Upon termination, SWCCOG shall issue Forethought any payments owed for the ongoing quarterly period that have not yet been paid, however pro-rated to the date of termination, and the parties shall thereafter be relieved from further obligations under this Contract.

4. *Forethought's Duties.* Forethought shall furnish the Services to SWCCOG as described in Exhibit A, Aggregated Cost per Mbps Pricing Worksheet, using Exhibit B, the Service Order, with credits as set forth in Exhibit C, Service Level Agreement.

Primary Access Sites

Internet bandwidth will be provided at pre-defined Access Sites Primary Access Sites

Primary Access Sites are nodes where Forethought has a router or access switch, and the transport costs are already supported. These locations include the following list currently, and may include the additional SWCCOG Member Governments in the future.

- Town of Bayfield
- City of Cortez
- Town of Dolores (via Customer Provided Access to Cortez)
- City of Durango
- La Plata County
- Town of Mancos (via Customer Provided Access to Cortez)

Secondary Access Sites

Forethought maintains access POPs in certain communities, and transport, but that have high transport costs due to utilizing non-Forethought owned infrastructure. However, these areas maybe served in the future or are already served by Forethought. Each Secondary Access Site shall have its own pricing schedule. With sufficient volume, Secondary Access Sites could become Primary Access Sites. Areas in the SWCCOG include:

- Archuleta County, CO - SCAN ring
- Dolores County
- Town of Dove Creek
- Town of Ignacio
- Town of Pagosa Springs

- Town of Rico
- Town of Silverton

Off-Net Access Sites

Members must provide their own connectivity to a Primary/Secondary Access Site. Circuits are available from other providers. Offnet circuits must be contracted separately with the specific provider(s).

Set-Up, Installation, Equipment, etc.

Set up, installation, equipment, and technical service costs and fees are all included in the base pricing set forth in Exhibit A.

5. *Compensation and Invoices.* The compensation paid to Forethought is to be paid as described in Exhibit A, and as set forth in and according to Exhibit C, Service Level Agreement. SWCCOG's obligation to perform is conditional on payment from its members and community anchor institutions. Forethought makes its not-to-exceed pricing commitment good for 3 years. Pricing will not increase over fees stated in contract, but, can and will be decreased as overall operating efficiencies improve over time. Forethought shall provide monthly reporting to allow the SWCCOG to accurately divide charges for sub-billing to its members and community anchor institutions.

6. *Agreement to Perform Services.* It is understood that SWCCOG is contracting with FORETHOUGHT.net to provide specific services as an independent contractor service provider, and this contract should in no way be interpreted that Contractor Forethought, its employees, or anyone representing Forethought is an employee of SWCCOG.

7. *Notices.* Any notice this Agreement requires must be written and hand-delivered or sent by U.S. Certified mail, return receipt requested, to the parties at the address listed above and also via email, to the following e-mail addresses:

If to SWCCOG: director@swccog.org AND dliberman@animas.net

If to Forethought: jawaid.bazyar@forethought.net

8. *Assignment.* Neither party shall have the right to assign this Agreement except with the express written consent of the other, which shall not unreasonably be withheld. Forethought shall provide written notice to the SWCCOG of no less than 90 days, in the event a majority interest in FORETHOUGHT.net is sold to another service provider.

9. *Enforceability.* If any term or provision of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, this Agreement shall be deemed amended to delete the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Agreement shall not be affected thereby so long as the purposes of this contract can be met.

11. *Governing Law and Enforcement.* The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Colorado. Any dispute concerning the performance or interpretation of the agreement which cannot be resolved by the designated points of contact or their immediate superiors shall be referred to the party's board of directors. If the matter is not resolved within 45 days after referral, either party may file legal action. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in La Plata County, Colorado.

12. *Entire Agreement.* The parties agree that this Agreement constitutes the entire Agreement between the parties and supersedes any and all prior oral representations, promises, covenants, understandings and other agreements, if any, between the parties and their agents, and this Agreement may not be modified in any manner except by an instrument in writing executed by both parties.

13. *Waiver.* No failure by either party to exercise any right it may have shall be deemed to be a waiver of that right or of the right to demand exact compliance with the terms of this Agreement.

14. *Construction.* This Agreement's final form resulted from review and negotiations among the parties and/or their attorneys and no part of this Agreement shall be construed against any party on the basis of authorship.

15. *Signatory's Authority.* Each person signing this Agreement in a representative capacity expressly represents that 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.

16. *Funding availability.* Financial obligations of the SWCCOG are contingent upon appropriation of funds by to pay for the scope of work defined in this agreement.

17. *Third Party Beneficiaries.* The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to this Agreement shall have any right, legal or equitable, to enforce any provision of this Agreement.

18. *Breach of Contract.* The prevailing party to any litigation arising out of this agreement shall be entitled to all costs of that action, including reasonable attorney's fees. Notwithstanding, neither party shall be liable for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data, or cost of purchasing, replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of its performance or failure to perform under this agreement.

19. *Liability Insurance.* Forethought shall ensure that it maintain liability insurance in amounts needed given the nature of the work it performs. SWCCOG shall have no liability for actions or inactions taken by Forethought, or work that Forethought performs. Forethought shall indemnify SWCCOG as to any defense cost and any liability resulting from the actions or inactions taken by it in providing those functions, services, or work that it performs

20. *Relationship of parties.* This Agreement does not create a joint venture or partnership or merger of the Parties. Forethought shall remain separate and distinct from the SWCCOG. The business operations of Forethought shall in no way combine with the business operations of the SWCCOG.

21. *Records.* Forethought shall maintain records that indicate the date, time, and nature of the services rendered under this agreement. Forethought 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 Forethought's books, documents, papers, or other records involving transactions related to this contract agreement.

22. *Confidentiality.* Any confidential information provided to or developed by Forethought in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Forethought without the prior written approval of the SWCCOG. Forethought 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. Forethought 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 Forethought or otherwise coming into its possession, shall remain the exclusive property of the SWCCOG. Forethought 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, Forethought shall immediately deliver to the SWCCOG all such files, records, documents, specifications, information, and other items in its possession or under its control.

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

23. 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 financial obligation, and do not create any other financial obligation not supported by a current appropriation.

SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

Miriam Gillow-Wiles Date:
Executive Director

FORETHOUGHT.net

Name: Date:
Title:

Forethought Aggregated Mbps Pricing		
Primary Sites		
Mbps	Per-Mbps Price	MRC
100	\$2.50	\$250
200	\$2.50	\$500
300	\$2.10	\$630
400	\$2.10	\$840
500	\$1.80	\$900
600	\$1.60	\$960
700	\$1.40	\$980
800	\$1.30	\$1,040
900	\$1.20	\$1,080
1000	\$1.00	\$1,000
2000	\$1.00	\$2,000
3000	\$0.95	\$2,850
4000	\$0.93	\$3,720
5000	\$0.90	\$4,500
6000	\$0.87	\$5,220
7000	\$0.85	\$5,950
8000	\$0.82	\$6,560
9000	\$0.80	\$7,200
10000	\$0.80	\$8,000

Schedule C: Service Level Agreement

A credit allowance will be given when service is interrupted, except as specified in Section 2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company.

An interruption period begins the earlier of when the Company discovers, or the Customer reports, a service, facility or circuit to be inoperative and, if necessary the Customer releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

If the customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, included but not limited to the Customer.

A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption. For calculating credit allowances, every month is considered to have thirty (30) days.

Interruptions of 24 hours or less:

Interruption Period	Length of Interruption to be Credited
30 minutes to 3 hours	1/10 Day
3 hours up to but not including 6 hours	¼ Day
6 hours up to but not including 8 hours	¾ Day
8 hours up to but not including 24 hours	One day

Over 24 hours and Less than 72 Hours. Interruptions of 24 hours and less than 72 hours will be credited one day for each 8-hour period or fraction thereof. No more than one full day will be allowed for any period of 24 hours.

Interruptions over 72 hours. Interruptions over 72 hours will be credited 2 days for each full 24 hour period. No more than thirty (30) days' credit will be allowed in any one-month period.

Limitations of Allowances

No credit allowance will be made for any interruption of service that is a result of any of the following:

Due to the negligence of or noncompliance with the provisions of this SLA by any person or entity other than the Company, including but not limited to the Customer.

Due to the failure of power, equipment, systems, connections or services not provided by the Company, including connections or services provided to Company for use in the Customer's service by Other Telecommunications Companies. (Local loops)

Due to circumstances or causes beyond the reasonable control of the Company including, but not limited to natural disasters and events affecting large numbers of customers. Such shall be declared as Force Majeure events by Company and evidenced by Force Majeure Notification to Customer.

During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions.

A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service.

During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.

That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction.

That was not reported to the Company by opening a Customer Service Trouble Ticket within forty-eight (48) business hours of the time that service was first affected.

Commented [1]: This may be a bit challenging for some of the communities w/o IT. Is there a reasonable time frame on some of "full and free". Also chain of command when it comes to an outage or issue?

Commented [2]: The idea is if we don't/can't have access to troubleshoot and fix a problem, it's not fair to us to have the clock ticking on service credits. We may need physical access to site to fix.

We will provide an escalation list.

Commented [3]: How does a customer open a ticket?

Commented [4]: We'll provide documentation of that.

**MEMORANDUM OF AGREEMENT
BETWEEN
SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS AND
ONE OF ITS MEMBER GOVERNMENTS
REGARDING
AGGREGATION OF TELECOMMUNICATION SERVICES**

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2018, 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 _____, whose address is _____ (hereinafter referred to as the "Member Government") (collectively, the "Parties").

RECITALS

WHEREAS, the SWCCOG has previously negotiated aggregation of connectivity with at least one internet service provider (ISP) to reduce dollar per Mbps cost for the SWCCOG Members

WHEREAS, Exhibit "A", provides the cost per Telecommunication Services to the Member Government is able to purchase, and varies on regional totals purchased: the more service(s) aggregated, the lower the per service(s) for all Member Governments.

WHEREAS, Exhibit "B", is the service order form to be used

WHEREAS, Exhibit "C" is the contract(s) between the SWCCOG and the ISP(s)

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

WHEREAS, by this Agreement, the SWCCOG and the Member Government intend for the SWCCOG to (1) outline cost for telecommunication services to Member Government and (2) the SWCCOG will serve as an aggregator for regional telecommunications services (3) the SWCCOG will add an additional cost per Mbps to cover the operations of aggregating telecommunication services

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 outline the roles and responsibilities of each party.

a. SWCCOG Responsibilities

- Perform the role of Aggregator for Regional Telecommunication Services
- Bill Member Governments on a quarterly basis for services ordered per “Exhibit B”
- Ensure payment to the ISP(s) providing services
- Provide appropriate contact information for ISP(s) to Member Governments

b. Member Government Responsibilities

- Notify the SWCCOG with no less than 120 days of any change to services ordered per “Exhibit B”
- Notify the participating ISP(s) and SWCCOG of any service outages, technical issues, or similar ISP related problems
- Escalate any technical issues with purchased telecommunications services to appropriate ISP
- Pay the SWCCOG for services purchased within 30 days of invoicing
- Not resell services to non-governmental entities without prior approval from the ISP(s)
 - Any approved Member Government reselling telecommunication services will provide end-user support

c.

2. Term of Agreement. This Agreement shall remain in full force and effect until such time as Member Government or SWCCOG provide no less than a 120 day written notice to modify, change, or terminate the contract. This includes increasing or decreasing services purchased. Member Governments payment for services purchased will remain in full force.

3. Modification and Changes. This Agreement shall remain in full force and effect until such time as Member Government or SWCCOG provide no less than a 120 day written notice to decrease services purchased or terminating the contract. However, an increase of services will require only a 30 day written notice and an updated “Exhibit B”.

4. Contract Termination. This Agreement shall remain in full force and effect until such time as Member Government or SWCCOG provide at least a 120 day written notice to terminate the contract. However, Member Governments payment and indemnification obligations to SWCCOG shall survive termination.

5. Conflicting Provisions. Member Governments are prohibited from reselling telecommunication services, unless approved by the participating ISP(s). Any

approved Member Government reselling telecommunication services will provide end-user support.

6. Appropriation. The parties do not anticipate that this Agreement will require the appropriation of any funds for telecommunications services of the Member Government, as set forth in Exhibit B, which have already been appropriated.

7. Indemnification. The Member Government agrees to indemnify, defend and hold the SWCCOG harmless of and from any and all claims, demands, losses, expenses, attorney fees, causes of action, judgments and liability which are or may be brought or claimed by any person or entity against the SWCCOG as a result of the SWCCOG acting as an aggregation of telecommunication services to the extent allowed by Colorado law.

8. 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.

9. 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.

10. 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.

11. Assignment. Neither the SWCCOG nor the Member Government 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 Member Government of their responsibilities under this Agreement.

12. 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 the Member Government. 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 the Member Government that any such person or entity, other than the SWCCOG or the Member Government, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

13. 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.

14. 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.

15. Breach. Any failure of Member Government to perform in accordance with the terms of this MOA shall constitute a breach. Failure to cure the breach within thirty business days after written notice shall be grounds for the SWCCOG to exercise all legal remedies available. Any dispute concerning the performance or interpretation of this MOA which cannot be resolved by the designated points of contact or their immediate superiors shall be referred to the party's chief administrative officer (Town/City/County Manager 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, where the SWCCOG 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.

Member Government

By: _____
(Name and Title)

Southwest Colorado Council of
Governments, Inc.

By: Miriam Gillow-Wiles, Executive Director

**MEMORANDUM OF AGREEMENT
BETWEEN
SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS AND
A COMMUNITY ANCHOR INSTITUTION
REGARDING
AGGREGATION OF TELECOMMUNICATION SERVICES**

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2018, 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 _____, whose address is _____ (hereinafter referred to as the "CAI") (collectively, the "Parties").

RECITALS

WHEREAS, the SWCCOG has previously negotiated aggregation of connectivity with at least one internet service provider (ISP) to reduce dollar per Mbps cost for the Community Anchor Institution the SWCCOG coverage area.

WHEREAS, Exhibit "A", provides the cost per Telecommunication Services to the CAI is able to purchase; which varies on regional totals purchased: the more service(s) aggregated, the lower the per service(s) for all participating entities.

WHEREAS, Exhibit "B", is the service order form to be used

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

WHEREAS, by this Agreement, the SWCCOG and the CAI intend for the SWCCOG to (1) outline cost for telecommunication services to he CAI and (2) the SWCCOG will serve as an aggregator for regional telecommunications services

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 outline the roles and responsibilities of each party.

- a. SWCCOG Responsibilities
 - Perform the role of Aggregator for Regional Telecommunication Services, including negotiation of pricing and services
 - Invoice CAI on a quarterly basis for services ordered per “Exhibit B”
 - Ensure payment to the ISP(s) providing services
 - Provide appropriate contact information for ISP(s) to CAI
- b. CAI Responsibilities
 - Notify the SWCCOG with no less than 120 days of any change to services ordered per “Exhibit B”
 - Notify the participating ISP(s) and SWCCOG of any service outages, technical issues, or similar ISP related problems
 - Escalate any technical issues with purchased telecommunications services to appropriate ISP and in-house and/or contracted information technology provider(s)
 - Pay the SWCCOG for services purchased within 30 days of invoicing
Not resell services

2. Term of Agreement. This Agreement shall remain in full force and effect until such time as CAI or SWCCOG provide no less than a 120 day written notice to modify, change, or sever the contract. This includes increasing or decreasing services purchased. CAI’s payment for services purchased will remain in full force if reductions are made in between billing cycles.

3. Modification and Changes. This Agreement shall remain in full force and effect until such time as CAI or SWCCOG provide no less than a 120 day written notice to decrease services purchased or severing the contract. However, an increase of services will require only a 30 day written notice and an updated “Exhibit B”.

4. Contract Termination. This Agreement shall remain in full force and effect until such time as CAI or SWCCOG provide at least a 120 day written notice to sever the contract. However, CAI’s payment and indemnification obligations to SWCCOG shall survive termination.

5. Conflicting Provisions. CAIs are prohibited from reselling telecommunication services.

6. Appropriation. The parties do not anticipate that this Agreement will require the appropriation of any funds beyond payment for services purchased from the CAI, as set forth in Exhibit B, which have already been appropriated.

7. Indemnification. The CAI agrees to indemnify, defend and hold the SWCCOG harmless of and from any and all claims, demands, losses, expenses, attorney fees, causes of action, judgments and liability which are or may be brought or claimed by any person or entity against the SWCCOG as a result of the SWCCOG acting as the aggregator for telecommunication services received by the CAIs, to the extent allowed by Colorado law.

8. 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.

9. 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.

10. 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.

11. Assignment. Neither the SWCCOG nor the CAI 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 CAI of their responsibilities under this Agreement.

12. 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 the CAI. 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 the CAI that any such person or entity, other than the SWCCOG or the CAI, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

13. 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.

14. 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.

15. Breach. Any failure of CAI to perform in accordance with the terms of this IGA shall constitute a breach. Failure to cure the breach within thirty business days after written notice shall be grounds for the SWCCOG to exercise all legal remedies available. Any dispute concerning the performance or interpretation of this IGA which cannot be resolved by the designated points of contact or their immediate superiors shall be referred to the party's chief administrative officer. 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, where the SWCCOG

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.

CAI

By: _____
(Name and Title)

Southwest Colorado Council of
Governments, Inc.

By: Miriam Gillow-Wiles, Executive Director



SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

PO Box 963, Durango, CO 81302

Aggregated Cost per Mbps Pricing Worksheet

Mbps	COG	Public CAIs	Private CAIs
100	\$ 2.65	\$ 2.70	\$ 2.70
200	\$ 2.65	\$ 2.70	\$ 2.70
300	\$ 2.25	\$ 2.30	\$ 2.30
400	\$ 2.25	\$ 2.30	\$ 2.30
500	\$ 1.95	\$ 2.00	\$ 2.00
600	\$ 1.75	\$ 1.80	\$ 1.80
700	\$ 1.55	\$ 1.60	\$ 1.60
800	\$ 1.45	\$ 1.50	\$ 1.50
900	\$ 1.35	\$ 1.40	\$ 1.40
1000	\$ 1.11	\$ 1.16	\$ 1.23
2000	\$ 1.11	\$ 1.16	\$ 1.23
3000	\$ 1.01	\$ 1.07	\$ 1.18
4000	\$ 0.99	\$ 1.05	\$ 1.16
5000	\$ 0.96	\$ 1.02	\$ 1.13
6000	\$ 0.92	\$ 0.98	\$ 1.07
7000	\$ 0.90	\$ 0.96	\$ 1.05
8000	\$ 0.87	\$ 0.93	\$ 1.02
9000	\$ 0.84	\$ 0.90	\$ 0.98
10000	\$ 0.84	\$ 0.90	\$ 0.98



SOUTHWEST COLORADO COUNCIL OF GOVERNMENT

PO Box 963, Durango, CO 81302

Aggregation of Services Purchase Order

Date: _____

Local Government: _____

Locations Included in Purchase Order

Location 1: _____

Location 2: _____

Location 3: _____

Location 4: _____

	Mbps	\$/Mbps	IP Address	\$/IP Address
Location 1				
Location 2				
Location 3				
Location 4				

Location 1 Location 2 Location 3 Location 4

Mbps				
\$/Mbps				
Cost	0	0	0	0
IP Address				
Address				
Cost				
Cost	0	0	0	0

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SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

PO Box 963, Durango, CO 81302

Aggregation of Services Service Order

Date: _____
 Agency: _____
 Contact: _____
 Email and Phone: _____
 Billing Address: _____

Locations Included in Purchase Order (list addresses)

Location 1: _____
 Location 2: _____
 Location 3: _____
 Location 4: _____

Location	Mbps Purchased	Cost Per Mbps*	Total for Mbps	IP Addresses* *	Cost for IP Addresses	Monthly Recurring Cost (MRC)
Location 1			\$ -		0	\$ -
Location 2			\$ -		0	\$ -
Location 3			\$ -		0	\$ -
Location 4			\$ -		0	\$ -

Total Mbps 0

Total Cost \$ -

* See SWCCOG Board Approved Aggregation of Services Pricing Spreadsheet

** IP Addresses are purchased from FastTrack Communications

Comments or special instructions:



SOUTHWEST COLORADO COUNCIL OF GOVERNMENT

PO Box 963, Durango, CO 81302

Aggregation of Services Purchase Order

Date: _____

Local Government: _____

Locations Included in Purchase Order

Location 1: _____

Location 2: _____

Location 3: _____

Location 4: _____

	Mbps	\$/Mbps	IP Address	\$/IP Address
Location 1				
Location 2				
Location 3				
Location 4				

Location 1 Location 2 Location 3 Location 4

Mbps				
\$/Mbps				
Cost	0	0	0	0
IP Address				
Address				
Cost				
Cost	0	0	0	0

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USAC RFP Response Selection

To: SWCCOG Board of Directors
From: Miriam
Date: 28 June 2018

Comments: The USAC RFPs are due Tuesday 6/26. As a result, the SWCCOG Staff and consultant Diane Kruse will be presenting the results and recommendations for the selection of the vendor(s) for the responses. The selection, contracting, and all other documentation is due to the FCC on Friday 6/29 5pm EDT. It will be a very challenging couple of days. However, this is what the COG has been working on for the last six months, and will find the best possible solution for the four RFPs.

Legal Review: Will work with legal for contracting with the selected vendor(s)

Fiscal Impact: Very High

Staff Recommendation: Select vendor(s) based on discussion with SWCCOG Staff and Consultant, and allows SWCCOG staff to contract with the selected vendor.

Other Items
