



SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

Regular Board Meeting Agenda

Thursday, 9 May 2019

1:30 - 4 pm

295 Girard Street, Durango, CO 81302

- I. Introductions
- II. Public Comment – 5 minutes per person
- III. Consent Agenda
 - a. April 2019 SWCCOG Meeting Minutes
 - b. March 2019 Financials
- IV. Reports (Staff will be available for questions on the written reports)
 - a. Director's Report
 - b. Broadband Report
 - c. Legislative Report
 - d. Transportation Report
- V. Discussion Items
 - a. Strategic Planning
- VI. Decision Items
 - a. USAC Broadband Contractor Selection(s)
 - b. USAC Broadband Contracting
 - c. Accountant Contract
- VII. Community Updates (if time permits)

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www.swccog.org

Public Comments

Please limit comments to 5 minutes per person.

Consent Agenda

**Southwest Colorado Council of Governments
April Board Meeting
Thursday, 11 April, 1:30pm
295 Girard Street, Durango, CO 81303**

In Attendance:

Karen Sheek – City of Cortez
Steve Garchar – Dolores County (by phone)
Mark Garcia – Town of Ignacio
Andrea Phillips – Town of Pagosa Springs
David Black – Town of Bayfield
Gwen Lachelt – La Plata County
Ronnie Maez – Archuleta County (by phone)
Scott Wall – Archuleta County (by phone)
Kari Distefano – Town of Rico

Staff in Attendance:

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

Guests in Attendance:

John Dougherty – City of Cortez
Peyton Heitzman – City of Cortez
Janet Wolf – Senator Bennet’s Office
John Whitney – Senator Bennet’s Office
Meredith Greene – Nelson Nygaard Consulting Associates
Tom Taylor – Four Corners Economic Development, Farmington
Brian Meinhart – U.S. Census Bureau (Denver Region)
David Liberman – SWCCOG Legal Council

I. Introductions

The meeting was called to order at 1:33 pm, everyone introduced themselves.

II. Presentations

Four Corners Coordinated Transit Plan

Meredith Greene of Nelson/Nygaard Consulting presented the final report of the Four Corners Coordinated Transit Plan. Mark asked about next steps. Jessica responded that ideally, the next step is to find funding for a project manager to implement the identified steps. Kari Distefano asked if the report focused on healthcare-related transit. Meredith responded that it did not, the project focused on general transportation. David Black asked about healthcare funding for transportation. There was general discussion about funding for healthcare-related transportation versus general transportation. Meredith said that funding is spread thin, but the area has a leg up because of the coordinated plan. Gwen asked if Roadrunner Transit was part of the Bustang network. Jessica responded that it was a CDOT bus operated by Roadrunner on the Grand Junction to Durango route. There was general discussion regarding the effectiveness of Bustang routes for commuters across the region. Steve added

that Dolores County has a highly successful service through the Pioneer Center funded by AAA that is healthcare-specific and allows seniors and the general public to travel to Durango or Moab.

2020 Census

Brian Meinhart gave a presentation regarding the upcoming census, which is important to determine per capita allocations and Congressional representation. The 2020 Census will be the first in history to be available by phone, mail, or online. Kari asked about how the census would count citizens who live in Rico part-time. Brian responded that the general rule-of-thumb is that those who live in a specific community for the majority of the year—half a year and a day— can be counted as residents, although such residents may not be living in Rico at the time of the Census count. He said that it will be the responsibility of local governments to help spread information about the questionnaires. Karen asked about the citizenship question that has been challenged in court. Brian said that the questionnaire goes to print in June and hearings are scheduled this month. If the citizenship question does remain on it will be required, but individual information is confidential and therefore will not be shared with other Government organizations such as ICE. Brian closed by emphasizing the importance of local partners in ensuring accurate data.

III. Consent Agenda

- a. March 2019 SWCCOG Meeting Minutes
- b. February 2019 Financials

Andrea Phillips motioned to approve the consent items. Steve Garchar seconded and the motion was approved unanimously.

Reports

Director's Report:

Miriam reported that there is information in the packet regarding DOLA contracts. She said that the SWCCOG applied for DOLA REDI Grant funding to expand a broadband last mile route from Durango to Pagosa Springs and to engineer a route from Durango through Cortez, Shiprock, Farmington, and Aztec to complete a redundant regional loop. If completed, Dove Creek to Monticello would be the only route that has not been engineered. She reported that the SWCCOG also applied for DOLA technical assistance funding with 4CEDs in Farmington for an economic development plan focused on diversifying the workforce. Overall the SWCCOG has been working more closely with San Juan County, New Mexico on potential projects and planning and noted that they are very interested in the broadband work that the SWCCOG is doing. She noted the menu of SWCCOG services included in the board packet to offer to San Juan County, New Mexico. Andrea asked if we are assuming that San Juan County, New Mexico will join the SWCCOG as a member in order to participate in broadband planning. Miriam responded that right now they are forming a relationship, and that southern redundancy is beneficial to the Southwest Colorado region. Currently San Juan County, New Mexico is a member of the Northwest New Mexico Council of Governments based in Gallup. Depending on New Mexico State Statues, San Juan County may be able to be a member of multiple COG agencies. Miriam said that currently the SWCCOG is exploring a partnership as a first step, but that they could explore membership options in the future. Andrea said that in the past the board discussed "a la carte" participation in COG services from agencies that are not members. Miriam said that past situations all involved Colorado agencies, but that Andrea's point was taken. Tom Taylor asked if he may add to the discussion, summarizing that Farmington has little relationship or economic ties with the surrounding counties that are part of the NWNMCOG, making for a bit of political awkwardness in the region. Tom said that if he was mayor today, he would join the SWCCOG in a heartbeat. He gave an overview of unsuccessful broadband redundancy efforts in the

1990s and early 2000s and reported that San Juan County is still very interested in creating a broadband backbone. Ensuring communication redundancy through a loop would be beneficial for the Navajo reservation as well, which has extremely limited connection. He agreed that it is a good idea to explore northwestern New Mexico's relationship to the SWCCOG because the areas are so closely linked economically. Miriam said that a COG membership across state borders would not break Colorado statute, assuming that the SWCCOG board is interested. Tom reiterated that San Juan County is very interested in exploring fiber options. Gwen said that although there is nothing on the agenda regarding exploring the partnership, she is curious about next steps. Miriam responded that she is meeting with San Juan County next week to discuss grant funding. She reiterated that the project is not necessarily an a la carte service, but rather a collaborative effort, along with the Southern Utes, that will be beneficial for the region.

Broadband Report:

Miriam reported frustration with the delay in DOLA paperwork—the 2019 technical assistance documentation has not yet arrived. She reported that the FCC closing date for USAC funding requests will be May 6, and the COG will hold a meeting for contract approvals in mid-May. Miriam is working with the Colorado Communications Utility Alliance (CCUA) on 5G small cell siting model code to share with COG members so they will not have to hire lawyers or code-writers. Miriam also gave an update on Senator Donovan's Easement Legislation bill, which has been rewritten, and said that she expects to see more amendments over the weekend. She will send out an updated draft once it is available. Also included in the board packet is an FCC Franchise Fee Update.

Legislative Report:

Miriam reported that some extremely politically-charged legislation is moving very quickly. She reported that HB19-1261 regarding reduction of emissions may impact southwest Colorado's economies. Gwen said that the oil and gas reform bill clarifies that local governments have the authority to regulate the land use impacts of oil and gas and it is not an unfunded mandate because it will address costs of regulation and levy fees. Mark asked about changes with the Oil and Gas Commission and if the SWCCOG should be involved. Miriam said that the SWCCOG cannot do much more than support candidates, but that she will look into it. Miriam also gave an update regarding the plumbing bill, which passed with significant amendments. She said that legislation is being moved through the channels quickly after being introduced during this year's session. Karen and Gwen agreed, and Karen suggested that the COG write a letter to State Representatives regarding concern about the speed of legislation introductions. Karen said that there is no time to give input, write letters of support, or travel to Denver. Steve agreed. There was general discussion regarding proposed fixes to the Gallagher Amendment, TABOR, and Amendment 23. Mark said that there was overwhelming public support to address those measures. Gwen said that she would forward information to the SWCCOG Board regarding the Building a Better Colorado initiative. Miriam added that she will send the final residential assessment rate estimates study to board members.

Legislative Update from Bennet's Office

John Whitney from Senator Bennet's office gave an update on a House Bill regarding 5G data. He thanked the SWCCOG for their thoughtful letter regarding FCC deployment of 5G and concerns with state and local control/authority. The SWCCOG asked for support of HR530, which was a House Bill that would repeal FCC power on 5G issues. The NWCOG and CCUA also sent similar letters in support of the bill. After working with other senators in DC, Bennet has committed to co-sponsor HR530—the "Accelerating Broadband Development by Empowering Local Communities Act of 2019." Miriam gave

additional background in the legislation, which usurped local control over where small cell infrastructure could go and had the potential to violate land use codes. John said that he expects the bill to pass through the house but the senate may be tougher. John then talked about Senator Bennet's Rural Infrastructure Proposal that was developed to address policy challenges rather than funding challenges by consolidating federal resources into 'one-stop shops' and dedicating personnel to work on rural infrastructure. John invited feedback or suggestions on the bill before it is introduced in the next month or two. Finally, John discussed the American Family Act, a tax credit expansion bill for families with children considering that one-third of families don't qualify for the current tax credit. This bill would dramatically expand the credit, increase the amount, and make it payable monthly. He asked that the SWCCOG review and consider supporting the legislation, which was introduced in March. Karen asked how taxpayers would sign up for the program. John responded that the program eligibility process would be akin to social security. He added that people spend less of their income on so-called sin items if it is given monthly rather than annually. If passed, the bill is expected to make a dramatic dent in childhood poverty. There was general discussion regarding the feasibility of tax credit bills.

Transportation Report:

Jessica announced that the final report for technical assistance for a fixed route between Cortez and Durango is in the board packet. She reported that the Four Corners Coordinated Transit report was presented at the TPR meeting this morning. The CDOT director will try to be in the region for the next TPR meeting, which will take place in June. Andrea asked if there were any updates with the priority of the McCabe Creek project. Jessica responded that the project was discussed during the meeting, although no formal action was on the TPR agenda. Jessica said that there is no established priority list, but CDOT reported that they are in the process of identifying funding for that project. Jessica explained that there is a CDOT development list that had been a topic of discussion at the February TPR meeting. Miriam announced CDOT's multi-year fiber and traffic management plan for Wolf Creek Pass. The completed broadband route will help serve Archuleta and Pagosa and will be good for redundancy throughout the entire region. Depending on finances, the route may extend to Pagosa. Mark said he heard from Patrick that there are expanded DOLA funds around \$6 million and asked Miriam if she knew anything about that. Gwen added that she also saw a notice. Miriam said that she had not yet heard about that and would contact Patrick for more information. Mark and Miriam discussed middle mile broadband plans and the impact of planning on funding. Mark asked Jessica about the transit data demographic information in her report and asked how recent the census data was. Miriam said that it is likely the most recent available information and confirmed that it is the same data used by DOLA.

VISTA Report:

Martina reported that this month she helped apply for the USDA REDI technical assistance grant for economic development that focused on workforce. She also wrapped up the online grant-writing and resource development class she was taking through VISTA.

VIII. Decision Items

CDOT Mobility Management Grant:

Miriam reminded the group of previous conversations regarding the need for a four-state transportation coordination plan and explained the request to apply for funding for a Mobility Manager through CDOT's Division of Transit and Rail (DTR). The SWCCOG has applied for the position before unsuccessfully, but Miriam hopes that DTR will be more amenable now that several plans are in place.

The part-time position would exist to get transit implementation off the ground and help coordinate various agencies in the four states. The position could also help acquire funding for capital purchases or other equipment. Kari commented that operation is usually more difficult than acquiring equipment and asked about drivers who can comply with CDL requirements. Miriam explained that Kari is alluding to the fact that those who obtain a CDL license must pass a drug test since the licensing is federal. Because marijuana is legal in Colorado, it creates challenges. Miriam responded that she hopes new programs will help with the CDL need, and that the SWCCOG is working with Pueblo Community College on establishing a driver training course. Karen suggested advertising the programs to the general public. Andrea asked about a local match, and Miriam responded the funding will be through TPR dues and verified that the money is within the budget as-is.

Andrea Phillips motioned to approve that the SWCCOG apply for the CDOT DTR Mobility Management Grant. Kari Distefano seconded. The motion was approved unanimously.

FastTrack Contract:

Miriam said that as part of the SCAN project, the COG leases IP addresses to various jurisdictions across the region. The contract needs to be renegotiated because it is costing a lot of money. FastTrack requires a connectivity plan along with IP addresses, and the new downsized contract includes 50 Mbps of connectivity at \$4.50/Mbps—which is less than the existing FastTrack cost but is nonetheless not budgeted for. The proposed FastTrack contract is for three years. Andrea asked if Miriam would recommend approving the FastTrack contract and if service would be interrupted if IP addresses were changed. Miriam responded that there would not be interruption, but it would take some staff or contract work on IT services because website and servers would be impacted. Miriam said that the expense of connectivity is not budgeted and could have implications with TABOR, so she recommended that staff try to reach agreement with FastTrack—if not, she suggested direction to seek competitive pricing from other vendors. Mark asked why SCAN included IP addresses, and Miriam responded that it is much less expensive than separate contracts. There is general discussion regarding free market IP addresses. Miriam asked for direction to look at address costs.

Andrea Phillips motioned to direct staff to investigate options including other providers as well as negotiating with FastTrack, and Steve Garchar seconded. The motion was approved unanimously.

IX. Executive Session

Gwen Lachelt moved to enter into executive session to meet with the SWCCOG Attorney for the purpose of receiving legal advice on specific legal questions under CRS Section 24-6-402(4)(b) on April 11, 2019 at 4:06 p.m. David Black seconded, and the motion was approved unanimously.

X. Decision Regarding SWCCOG Attorney Advice – Regular session is resumed at 4:22 p.m. Mark Garcia moved to enter into the proposed mutual settlement agreement with Place Dynamics based on the legal advice discussed during executive session. Kari Distefano seconded, and the motion was approved unanimously.

The meeting was adjourned at 4:25 p.m.

March – April 2019 Financials

To: SWCCOG Board of Directors
From: Sara Trujillo
Date: 9 May 2019

Comments: The following attachments include:

- Balance Sheet as of March 31, 2019
- January – March, 2019 Profit & Loss
- Balance Sheet as of April 30, 2019
- January – April, 2019 Profit & Loss

With the monthly board meetings being moved from the 1st Thursday to the 2nd Thursday, financials for both March and April are provided in this packet.

Items to Note:

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

P&L vs Budget: The bank account balance is low; however, we have approximately \$107,000 in grant reimbursements that should be received in the next month or two. I am doing grant reimbursement requests each month to help with cash flow that is always a challenge because all grants are on a reimbursement basis.

Fiscal Impact: High, Budget changes throughout the year

Staff Recommendation: Approve the March and April 2019 Financials allowing staff to move forward with the 2019 budget.

Legal Review: Not Applicable

Southwest Colorado Council of Governments

Balance Sheet

As of March 31, 2019

	<u>Mar 31, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
Alpine Bank	
Alpine Bank Account (UR)	76,369.91
Total Alpine Bank	<u>76,369.91</u>
Petty Cash	
AmeriCorps VISTA	197.78
Petty Cash - Other	22.97
Total Petty Cash	<u>220.75</u>
Total Checking/Savings	76,590.66
Accounts Receivable	
Accounts Receivable	17,265.78
Total Accounts Receivable	<u>17,265.78</u>
Other Current Assets	
Prepaid Expense	1,999.00
Total Other Current Assets	<u>1,999.00</u>
Total Current Assets	<u>95,855.44</u>
TOTAL ASSETS	<u>95,855.44</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	39,805.69
Total Accounts Payable	<u>39,805.69</u>
Credit Cards	
Credit Cards	
Miriam	-1,044.99
Sara	1,160.90
Total Credit Cards	<u>115.91</u>
Total Credit Cards	115.91
Other Current Liabilities	
Accrued Wages	12,848.07
Payroll Liabilities	
457 Retirement Due	522.37
Total Payroll Liabilities	<u>522.37</u>
Total Other Current Liabilities	<u>13,370.44</u>
Total Current Liabilities	<u>53,292.04</u>
Total Liabilities	53,292.04
Equity	
Retained Earnings	33,592.61
Net Income	8,970.79
Total Equity	<u>42,563.40</u>
TOTAL LIABILITIES & EQUITY	<u>95,855.44</u>

Southwest Colorado Council of Governments

Profit & Loss

05/06/19

January through March 2019

Accrual Basis

	Jan - Mar 19
Ordinary Income/Expense	
Income	
CDOT Grants	
SWTPR Grant	0.00
Transit 5304	0.00
Total CDOT Grants	0.00
DoLA Grants	
DoLA 8330	0.00
DoLA 8573	0.00
Total DoLA Grants	0.00
Dues Revenue	
COG Dues	111,929.00
SWTPR Contributions	5,926.00
Total Dues Revenue	117,855.00
Forethought Grant Match	3,690.00
COG Member Match	14,317.00
Total Grant Match	14,317.00
Misc. Income	758.00
RHA	5,000.00
SCAN Services	
Dark Fiber Leasing	8,208.00
Internet & Transport	2,010.00
Total SCAN Services	10,218.00
Total Income	151,838.00
Gross Profit	151,838.00
Expense	
All Hazards Projects	
All Hazards 2017 SHSP	
Grant 2017 Project 1	1,743.60
Grant 2017 Project 4	19,601.77
Total All Hazards 2017 SHSP	21,345.37
All Hazards 2018 SHSP	
Grant 2018 Project 3	33,978.70
Total All Hazards 2018 SHSP	33,978.70
Total All Hazards Projects	55,324.07
Conference Fee	527.70
Consulting	0.00
Forethought.	3,000.00
Information Technology (IT)	
Software	4,013.00
Information Technology (IT) - Other	16.17
Total Information Technology (IT)	4,029.17
Insurance Expense	
General Liability	3,295.23
Health	8,563.50
Total Insurance Expense	11,858.73

Southwest Colorado Council of Governments

Profit & Loss

05/06/19

January through March 2019

Accrual Basis

	<u>Jan - Mar 19</u>
Internet Connectivity	
Fast Track	2,700.00
Internet Connection (AT&T)	135.18
Total Internet Connectivity	2,835.18
Meetings	19.37
Memberships	5,098.00
Office Equipment	256.46
Office Supplies	106.41
Postage and Delivery	20.71
Professional Fees	
Legal	273.60
Misc.	68.08
Total Professional Fees	341.68
Rent	700.00
Salary and Wages	
457 Retirement	2,281.82
Car Allowance	900.00
Cell Phone Allowance	450.00
Payroll Processing Fee	567.98
Payroll Tax	2,890.68
Salary and Wages - Other	35,892.83
Total Salary and Wages	42,983.31
SWIMT 2018-2019	15,060.24
Travel	706.18
Total Expense	142,867.21
Net Ordinary Income	8,970.79
Net Income	8,970.79

Southwest Colorado Council of Governments

05/06/19

Balance Sheet

Accrual Basis

As of April 30, 2019

	<u>Apr 30, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
Alpine Bank	
Alpine Bank Account (UR)	15,990.81
Total Alpine Bank	15,990.81
Petty Cash	
AmeriCorps VISTA	197.78
Petty Cash - Other	22.97
Total Petty Cash	220.75
Total Checking/Savings	16,211.56
Accounts Receivable	
Accounts Receivable	5,936.10
Total Accounts Receivable	5,936.10
Other Current Assets	
Prepaid Expense	1,999.00
Total Other Current Assets	1,999.00
Total Current Assets	24,146.66
TOTAL ASSETS	24,146.66
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-792.61
Total Accounts Payable	-792.61
Credit Cards	
Credit Cards	
Miriam	1,329.30
Sara	1,804.30
Total Credit Cards	3,133.60
Total Credit Cards	3,133.60
Other Current Liabilities	
Accrued Wages	12,848.07
Payroll Liabilities	
457 Retirement Due	1,253.62
CEBT Health Insurance Due	133.75
Total Payroll Liabilities	1,387.37
Total Other Current Liabilities	14,235.44
Total Current Liabilities	16,576.43
Total Liabilities	16,576.43
Equity	
Retained Earnings	33,592.61
Net Income	-26,022.38
Total Equity	7,570.23
TOTAL LIABILITIES & EQUITY	24,146.66

Southwest Colorado Council of Governments

Profit & Loss

05/06/19

January through April 2019

Accrual Basis

	Jan - Apr 19
Ordinary Income/Expense	
Income	
CDOT Grants	
SWTPR Grant	0.00
Transit 5304	0.00
Total CDOT Grants	0.00
DoLA Grants	
DoLA 8330	0.00
DoLA 8573	0.00
Total DoLA Grants	0.00
Dues Revenue	
COG Dues	111,929.00
SWTPR Contributions	5,926.00
Total Dues Revenue	117,855.00
Forethought	7,080.00
Grant Match	
COG Member Match	14,317.00
Total Grant Match	14,317.00
Misc. Income	1,133.00
RHA	5,000.00
SCAN Services	
Dark Fiber Leasing	16,416.00
Internet & Transport	3,920.00
Total SCAN Services	20,336.00
Total Income	165,721.00
Gross Profit	165,721.00
Expense	
All Hazards Projects	
All Hazards 2017 SHSP	
Grant 2017 Project 1	2,636.10
Grant 2017 Project 4	19,601.77
Total All Hazards 2017 SHSP	22,237.87
All Hazards 2018 SHSP	
Grant 2018 Project 3	48,912.60
Total All Hazards 2018 SHSP	48,912.60
Total All Hazards Projects	71,150.47
Conference Fee	527.70
Consulting	14,000.00
Forethought.	4,000.00
Information Technology (IT)	
Software	4,763.00
Information Technology (IT) - Other	16.17
Total Information Technology (IT)	4,779.17
Insurance Expense	
General Liability	3,295.23
Health	10,758.75
Total Insurance Expense	14,053.98

Southwest Colorado Council of Governments

Profit & Loss

05/06/19

January through April 2019

Accrual Basis

	<u>Jan - Apr 19</u>
Internet Connectivity	
Fast Track	2,700.00
Internet Connection (AT&T)	135.18
Total Internet Connectivity	2,835.18
Meetings	47.08
Memberships	5,098.00
Office Equipment	256.46
Office Supplies	106.41
Postage and Delivery	27.01
Professional Development	597.70
Professional Fees	
Legal	543.60
Misc.	68.08
Total Professional Fees	611.68
Rent	2,100.00
Salary and Wages	
457 Retirement	2,724.84
Car Allowance	1,200.00
Cell Phone Allowance	600.00
Payroll Processing Fee	700.21
Payroll Tax	3,687.86
Salary and Wages - Other	46,141.61
Total Salary and Wages	55,054.52
SWIMT 2018-2019	15,060.24
Travel	1,437.78
Total Expense	191,743.38
Net Ordinary Income	-26,022.38
Net Income	-26,022.38

Reports

Director Report

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 11 April 2019

Comments: I am unsure how April went by so quickly. It was a very busy and productive month. We have a lot of moving parts and not all of those parts are broadband related (crazy, I know!).

SWCCOG Strategic Planning

SWCCOG is working with DOLA to get funding in the 2018 Technical Assistance grant earmarked for the SWCCOG-Region 9 Collaboration project moved into strategic planning. DOLA approved this change with some caveats, including that any strategic planning needs to look to collaboration and utilize any information gathered in the previous discussion with Region 9. The SWCCOG Board will have a discussion later in the agenda about what to include with the strategic planning.

SWCCOG DOLA 2019 Technical Assistance Grant

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

SWCCOG DOLA Extra 2018 REDI Grant Funds

We were awarded \$18,000 for broadband grant support in March. This will help support the FCC USAC funding request as well as a USDA funding request. Staff received the executed Purchase Order on Friday, May 3rd.

San Juan County, New Mexico Update

San Juan County and the City of Farmington both approved \$15,000 each for match for DOLA 2019 REDI funding. This makes up the majority of the match for broadband engineering for a southern route from Cortez – Shiprock – Farmington – Aztec – Durango. We are also working with the ISPs to provide additional match for the grant. In addition to match for the grant, it will also provide some funding for staff, which REDI grant funds cannot.

Coal Reliant Communities – Economic Development Administration

I attended the EDA's Coal Reliant Communities Challenge last week. The Economic Development Administration, National League of Counties, and National Association of Developmental Organizations put together the three day workshop to work through various challenges, needs, and ultimately to come up with some tangible but low cost (read: less grants required to execute) ways to strengthen and diversify the regional economy. I was asked to attend by San Juan County as our economies are very linked, and the loss of coal mines and coal powerplants in NWNM will have economic impacts in SWCO. The Coal sector jobs average over \$80,000 in NWNM, as

Director Report

the region moves away from coal based power, we should expect a drop in wages resulting in a drop in sales taxes in many of the communities in SWCO. There were three outcomes of the week for the SWCO-NWNM region: Regional Broadband Planning, Workforce/Education development Planning, and Regional Transportation Collaboration. Eventually these will take some capital to develop a plan, however there are several identified steps that can be taken prior to the need for funding and help galvanize engagement.

SB19-107

SB19-107, which removes the requirement to perfect easements for broadband infrastructure in electric easements and allow new broadband infrastructure to be built in the electric utility easement also without easement perfection, passed at about 4am on April 30th. This legislation was initially introduced in late February, but was rough and was not prioritized by the bill sponsor at the time. In the last few week, the legislation started to move very rapidly – with hearings on an almost daily basis and a flurry of amendments coming at all hours and days of the week. After much back and forth, DMEA and CREA supported the final legislation that was passed. It is slated to be signed by Governor Polis.

Local Foods Initiative

Staff has started to engage with a number of non-profits who are working on a regional local foods plan. They are applying for funding, which we have offered to be the fiscal agent, as the majority of non-profits involved have one or two staff members. Local foods ties into both recycling/reuse (not wasting food, composting, and such) as well as transportation (moving materials from local farms to local need). It also ties into many of the CEDS.

Pew Charitable Trusts

The Pew Charitable Trusts will be in the region on May 24th as they tour the state to understand about the challenges of Rural Broadband. Staff will be meeting with them.

Executive Director Time Out of the Office

Vacation: May 16 – 21

NARC Annual Conference: June 9-12

Mountain Connect: June 24-26 (tentative)

Broadband Report

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

Comments This month is short and sweet – as we'll be taking some time later in the agenda to discuss the USAC RFP responses.

USAC Rural Healthcare Update

The Board will discuss the RFPs later in the agenda. All documents are due to the FCC by 5/31.

FCC Cable Franchise Fees Update

There has not been a lot amount of movement on this over the last month, but what has happened is on the more positive side for local governments and those that oppose the FCC Cable Franchise Fee Rulemaking. There are a large number of agencies opposed and as a result the Court ordered a Case Management Conference to coordinate efforts and streamline. In mid-April the Court issued several Orders, establishing a briefing schedule and one about brief length (which looks like it is allowed to be \$14,000 words per the Ninth Circuit Court rules). There is a likely movement to file an oversized but joint brief will hopefully be seen favorably given the number of entities involved. After August, when the briefings are due, they Court is expected to hear oral arguments.

Legislative Update

To: SWCCOG Board of Directors

From: Jessica Laitsch

Date: 3 May, 2019

Comments: The 2019 regular session of the Colorado General Assembly ended on May 3, 2019. A summary of select bills is attached.

2019 SWCCOG Legislative Tracker

Bill Number	Subject	Bill Title	Sponsors	Comments	SWCCOG Position	Who else Supports/Oppose/Monitor	Status	Link
SB19-020	Concerning development of a system to patrol the airspace above wildland fires.	Wildland Fire Airspace Patrol System	Coram, McLachlan, R Fields			Club20 - Support CML - Support Club 20 - Support	Passed House, Passed Senate	https://leg.colorado.gov/bills/sb19-020
HB19-1261	Reduction of greenhouse gas pollution and establishing statewide greenhouse gas pollution reduction goals and making an appropriation	Climate Action Plan To Reduce Pollution	Becker, Jackson, Winter, Williams			Club 20 - Oppose	Passed Senate, Passed House	https://leg.colorado.gov/bills/hb19-1261
HB19-1257	Authority for the state to keep and spend all revenue in excess of the constitutional limitation on state fiscal year spending in order to provide funding for public schools, higher education, and roads, bridges, and transit.	Voter Approval To Retain Revenue For Education & Transportation	Becker, McCluskie, Court, Priola			CML - Support	Passed Senate, Passed House	http://leg.colorado.gov/bills/hb19-1257
HB19-1258	Allocation of money that the state keeps and spends as a result of a voter-approved revenue change at the 2019 statewide election.	Allocate Voter-approved Revenue For Education & Transportation	Becker, McCluskie, Court, Priola			CML - Support	Passed Senate, Passed House	http://leg.colorado.gov/bills/hb19-1258
SB19-107	Authorizes an electricity supplier to install and maintain above-ground broadband internet service infrastructure	Broadband Infrastructure Installation	Donovan			CCI - Support	Passed House, Passed Senate	http://leg.colorado.gov/bills/sb19-107

2019 SWCCOG Legislative Tracker

Bill Number	Subject	Bill Title	Sponsors	Comments	SWCCOG Position	Who else Supports/Oppose/Monitor	Status	Link
SB19-036	Program to remind criminal defendants to appear in court as scheduled Disqualifying an internet service provider from receiving high cost support mechanism money or other money received to finance broadband deployment if the internet service provider engages in certain practices that interfere with the open internet	State Court Administrator Reminder Program	Lee, Cooke, Benevides, Carver	Reduce costs for jailing defendants in county facilities		CCI - Support	Passed House, Passed Senate	https://leg.colorado.gov/bills/sb19-036
SB19-078	Concerning additional public welfare protections regarding the conduct of oil and gas operations.	Open Internet Customer Protections In Colorado	Donovan, Hansen, Herod				Passed House, Passed Senate	http://leg.colorado.gov/bills/sb19-078
SB19-181	Concerning the power of a county to restrict the use of fireworks during the period between May 31 and July 5 of any year.	Protect Public Welfare Oil And Gas Operations County Fireworks Restrictions July 4th	Fenberg, Becker	Appears to allow counties to have a fireworks ban ordinance in effect between the dates May 31-July 5 if specified by resolution		Club 20 - Oppose CML - Support CCI - Oppose unless Amended	Governor signed, Passed House, Passed Senate	http://leg.colorado.gov/bills/sb19-181
SB19-019	Requires plumbing inspectors employed by an incorporated town or city, county, or city and county to possess the same qualifications required of state plumbing inspectors.	Plumbing Inspections Ensure Compliance	Fields, Gray	The bill was amended in House committee to remove the journeyman/master plumber inspector requirement		CCI - Support	Governor Signed, Passed House, Passed Senate	http://leg.colorado.gov/bills/sb19-019
HB 19-1086			Duran		Oppose, Letter on 29 Jan	CML - Formerly Opposed CCI - Monitor as amended	Governor signed, Passed Senate, Passed House	http://leg.colorado.gov/bills/hb19-1086

2019 SWCCOG Legislative Tracker

Bill Number	Subject	Bill Title	Sponsors	Comments	SWCCOG Position	Who else Supports/Oppose/Monitor	Status	Link
SB19-012	Prohibiting the use of mobile electronic devices for drivers of all ages with the exception of white using hands-free accessory	Use Of Mobile Electronic Devices While Driving	Court, Melton	Substantially similar bill introduced and failed in 2018		CML - Support	Postpone Indefinitely, Passed Senate	http://leg.colorado.gov/bills/sb19-012
SB19-051	Concerning the dedication of additional general fund money to fund transportation needs	Increase General Fund Funding For Transportation	Scott, Cooke	Increase transfers required by SB18-001 to the state highway fund and HUTF, multimodal fund transfer remains unchanged		Club 20 - Support CCI - Support CML - Support	Postpone Indefinitely	http://leg.colorado.gov/bills/sb19-051
HB19-1037	Creation of Bonds backed by EIAF money for Closing Powerplants	Colorado Energy Impact Assistance Act	C. Hansen	Seems specific to NWCO, and not beneficial to state overall		Club 20 - Oppose	Postpone Indefinitely, Passed House	https://leg.colorado.gov/bills/hb19-1037
SB19-038	Exception for agricultural commodity vehicles at port of entry	Agricultural Trailers Port Of Entry Clearance	Sonnenberg, Pelton	Potential disease and contamination issues?			Postpone Indefinitely	https://leg.colorado.gov/bills/sb19-038
HB19-1057	Concerning the publication of fiscal information by a county.	Publish County Financial Reports Online Annually	Ron Pelton			CCI - Support	Postpone Indefinitely	https://leg.colorado.gov/bills/hb19-1057

2019 SWCCOG Legislative Tracker

Bill Number	Subject	Bill Title	Sponsors	Comments	SWCCOG Position	Who else Supports/Oppose/Monitor	Status	Link
SB19-037	Measures to mitigate wildfires: permitting county personnel to enter land owned by the federal or state government to remove wildfire fuel sources and appropriating money for the use of the forest restoration and wildfire risk mitigation grant program.	Wildfire Mitigation	Woodward	From CCI: "Commissioners expressed concerns about the constitutionality of allowing counties to do fuels reduction projects on federal lands. These activities are governed by federal laws and regulations and many communities have developed partnership agreements with their federal land neighbors to collaborate on mitigation projects...will visit with the sponsor about removing the provision that grants counties authority to remove wildfire fuel materials on public lands."		CCI - Support with amendments	Postpone Indefinitely	http://leg.colorado.gov/bills/sb19-037
HB19-1018	Concerning the elimination of a local government's authority to opt out of the "Unclaimed Property Act".	End Local Government Opt Out Of Unclaimed Property Act	Bockenfeld			CML - Oppose	Postpone Indefinitely	http://leg.colorado.gov/bills/hb19-1018

2019 SWCCOG Legislative Tracker

Bill Number	Subject	Bill Title	Sponsors	Comments	SWCCOG Position	Who else Supports/Oppose/Monitor	Status	Link
HB19-1096	Creates "Colorado Right to Rest Act", which establishes basic rights for people experiencing homelessness, including the right to rest in public spaces, to shelter themselves from the elements, to eat or accept food in any public space where food is not prohibited, and to occupy a legally parked vehicle	Colorado Right To Rest	Melton			CML - Oppose	Postpone Indefinitely	http://leg.colorado.gov/bills/hb19-1096
HB19-1157	Modification of specific ownership tax rates, and requiring additional SOT revenue generated to be credited to the highway users tax fund and allocated to the state highway fund, counties, and municipalities in accordance with an existing statutory formula.	Modify Specific Ownership Tax Rates	Liston			CML - Oppose CCI - Oppose Club 20 - Oppose	Postpone Indefinitely	http://leg.colorado.gov/bills/hb19-1157
SB19-027	Allow Counties to cremate unclaimed bodies	County Authority Unclaimed Body Final Disposition	Crowder, Valdez	Reduce costs for counties, as this is an unfunded mandate		CCI - Support	Postpone Indefinitely, Passed Senate	https://leg.colorado.gov/bills/sb19-027

Transportation Report

To: SWCCOG Board of Directors
From: Jessica Laitsch
Date: 3 May, 2019

Comments: Transportation:

The last SWTPR meeting was held on 11 April, 2019. The topics included:

- A presentation by CDOT Executive Director Shoshana Lew
- An overview of the SWCCOG's Four Corners Coordinated Transit Plan

The next SWTPR meeting will be held Thursday, 13 June, 2019 at 295 Girard Street, Durango.

Transit:

5304 Four Corners Coordinated Transit Plan - The final plan will be presented at the May 2019 Transit Council meeting.

The next Transit Council meeting will be held at 9:00 a.m. Friday, 17 May, 2019 at 295 Girard Street, Durango.

Discussion Items

Strategic Planning

To: SWCCOG Board of Directors

From: Miriam Gillow-Wiles

Date: 5 May 2019

DOLA funds are now approved to do the strategic planning for the SWCCOG, with the caveat that the previous work done on the Region 9 – SWCCOG collaboration remain as part of the strategic planning process. Essentially we need to do strategic planning with a lens of collaboration as one of the end goals.

Staff has previously met with Housing Solutions staff about stronger ties and better collaboration, as well as the desired engagement with the SWCCOG from San Juan County New Mexico adds additional need and complexity with strategic planning. As a result, Miriam met with Karen Thompson and Paul Roithmayr to discuss what this meant in terms of strategic planning. There are some real opportunities to help knit multiple organizations together, which the SWCCOG Board has had an interest in doing for many years (AAA, 4CORE). As both Housing Solutions and Farmington/SJCNM/4 Corners Economic Development are willing and interested partners, it might be useful to look at how our strategic planning supports those partnerships.

Karen and Paul recommended the SWCCOG Board provide some direction as to what is desired and needed and should be included in strategic planning. Staff and Paul will guide the discussion and help answer questions.

Decision Items

USAC RFP Selection(s)

To: SWCCOG Board of Directors

From: Miriam Gillow-Wiles

Date: 9 May 2019

The FCC USAC Broadband RFP process closes on Monday, May 6th. The Board will select the qualified proposals during the SWCCOG Board Meeting. Since the proposals are due on Monday, Staff will send out a matrix of the proposals prior to the Board Meeting and will come with recommendations on Thursday for the selection.

USAC RFP Selection(s) Contracting

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

Comments: Many of you may remember from 2018 the meeting to approve a contract prior to the FCC deadline in September. In an effort to mitigate similar events for this application process, we will send in executed contracts as part of the application package.

The Board will select the applicant(s) for the RFPs, and we can choose one of two options for the contract approvals:

- 1) Give contract negotiation and approval to the Executive Director with instruction to include language to the effect of contract is void without USAC funding in all contracts, involving the ExCom, and report back to the Board with updates.

- 2) Call another Board Meeting on May 17th for contract approval.

Staff is comfortable either way, as we have extensive contracts from the previous USAC application cycle to utilize which will help keep legal costs down as well. Additionally, the decision(s) on the USAC applicants may impact this decision (if there are existing contracts with the applicant, or if they had been selected in 2018 by the SWCCOG).

Legal Review: Legal will be involved in the development of the contracts regardless of the decision.

Fiscal Impact: All contracts will only have action if USAC provides funding, if USAC only provides partial funding, the applicant(s) and SWCCOG will need to discuss if/when that scenario happens.

Staff Recommendation: Provide Staff direction for contracting for the selected RFP responses.

Accounting Contract

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 5 May 2019

Comments: Attached is a proposed contract between the SWCCOG and BookKey LLC. BookKey LLC is the company existing Accountant Sara Trujillo started when we moved her to a 32 hour a week position at the beginning of the year. Since then, she has taken on a number of clients, including the Town of Bayfield. As the SWCCOG has become even more tight than expected (namely due to Town of Dolores and Town of Silverton not paying dues as of yet and grants refusing to fund any existing staff) we are looking for ways to save funding. Sara brought this idea to me, and I believe it is a solid compromise and a significant reduction in overhead costs.

Some details:

- Costs will not exceed \$52,200 annually
- Savings of over \$25,000 annually
- Scope of services are those of core existing duties but not things like meeting minutes
- BookKey LLC is licensed in the state of Colorado, Bayfield, and Durango
- Depending on the grant, these services will be able to be reimbursed, unlike employee costs.
- Will reduce CIRSA insurance (though not tremendously)
- Established relationship and exceptional track record of employment, so the transition should be quite easy

Legal Review: Legal wrote the attached contract

Fiscal Impact: High, will save SWCCOG significant amounts of funding

Staff Recommendation: Approve contract with BookKey LLC for contract accounting services

**Independent Contractor Agreement Between
The Southwest Colorado Council of Governments and The BookKey LLC**

This contract is entered into on _____, 2019 (the "effective date"), 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 The BookKey LLC ("CONTRACTOR"), whose address is 921 East Oak Drive, Bayfield, CO 81122.

Purpose

The purpose of this contract is to describe the independent contractor agreement by which CONTRACTOR will perform consulting services to the SWCCOG.

Term and Conditions

This Agreement will continue indefinitely until terminated by either party.

Additional Documentation

CONTRACTOR shall complete within 15 days of the effective date of this contract documentation regarding: a) proof of carrying professional liability insurance, c) provision of worker's compensation and d) a W9 form.

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

Consideration

For performance of services set forth in Attachment A, SWCCOG will pay CONTRACTOR at the rates provided in Attachment A, but not to exceed amount of \$52,500.00 during the contract period, outlined in Exhibit B, with all payment contingent upon SWCCOG appropriation. Said payment is the full compensation to CONTRACTOR which shall bear all expenses incurred to accomplish the scope of work except as provided in Attachment A

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

Payments shall be made from SWCCOG to CONTRACTOR within 15 days of receiving a monthly invoice.

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

Description of Work

Please see Attachment A for a detailed scope of work.

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

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

Independent Contractor/ Not An Employee

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

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

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

Ownership of Work Product

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

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

Equal Employment Opportunity

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

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

Records

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

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

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

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

Insurance

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

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

Conflict of Interest

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

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

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

Confidentiality

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

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

Indemnification and Release

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

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

Termination

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

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

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

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgment

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

Agreed to by CONTRACTOR by

Sara Trujillo, Owner, The BookKey LLC Date

Agreed to by the Southwest Colorado Council of Governments by

Miriam Gillow-Wiles, Executive Director Date

Exhibit A

Scope of Services SWCCOG – The BookKey LLC Contract

Accounting

- Manages monthly reconciliation and balancing of the general and subsidiary ledger balance sheet, revenue, and expense accounts.
- Manages preparation of accounting and budget journal entries.
- Manages the reconciliation of bank statements.
- Prepares all payroll journal entries and processing of retirement benefits

Financial Reporting

- Manages the preparation and proper and timely submittal of annual, quarterly and other state or federal reports.
- Prepares year-end reports and audit schedules. Manages the annual independent audit.
- Stays abreast of and current with accounting and financial reporting requirements and standards as prescribed by the Governmental Accounting Standards Board (GASB).
- Manages grant financial reporting and the reimbursement request process for grants received by the SWCCOG.

Budgeting

- Assists the SWCCOG Executive Director in preparation of the annual budget for all funds by researching, forecasting, compiling, and submitting reports to the SWCCOG Executive Director for review, approval, and submission to the Board of Directors.
- Monitors approved budget for all funds/departments. Reviews and makes recommendations for supplemental appropriations/transfers as needed.

Revenue Collection

- Manages the collection of dues, fees, and other receipts in accordance with laws and regulations.

Accounts Receivable/Payable

- Oversees accounts receivable, billings and accounts payable processing.

Miscellaneous

- Prepares a variety of studies, reports and related information for decision-making purposes.
- Attends Board of Directors and other meetings as required.
- In consultation with the SWCCOG administrative representative, manages the records for all Finance Department records and files in accordance with SWCCOG record management requirements.
- Assists in development of finance-related ordinances and resolutions as required.
- Maintain employee files

Exhibit B

Compensation SWCCOG – The BookKey LLC Contract

\$45.00 per hour for up to 20 hours of work per week. Any hours in excess of 20 hours per week must first be authorized in writing by the SWCCOG Executive Director and will be compensated at \$50.00 per hour.

SWCCOG Consultant shall notify the SWCCOG Executive Director via e-mail or text if the workload appears to require hours in excess of twenty (20) hours on one week. SWCCOG Consultant shall not exceed 20 hours of work in a week without written authorization from the SWCCOG Executive Director in the form of e-mail or text.

SWCCOG Consultant shall notify the SWCCOG Executive Director via e-mail or text if the annual compensation reaches \$50,000. SWCCOG Consultant shall not exceed \$52,500 in annual compensation without written authorization from the SWCCOG Executive Director in the form of e-mail.

Community Updates
