



SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

Agenda

Sept. 29, 2022 – 1:30pm to 3:00pm

Fort Lewis College Center of Innovation 853 Main Ave Suite 225 (on the 2nd floor of the Main Mall) Durango, CO

<https://us06web.zoom.us/j/85222854026>

A. Introductions

B. Public Comment

C. Approval of Agenda

D. Consent Agenda

1. SWCCOG Board Minutes July 29, 2022
2. Executive Committee Minutes Aug. 11, 2022
3. Financial Statements
4. CIRSA Liability insurance
5. SW Center for Independence Letter of Support 5310 funds

E. Discussion Items

1. Draft 2023 Budget
2. Integration with Region 9 update
3. Transfer of SWCCOG fiscal agency programs to Region 9

F. Decision Items

1. Broadband Dark Fiber Maintenance Fund
2. Contract with 2210 to manage scan.fiber
3. SCAN network asset toward letter of credit for NTIA regional broadband grant*
4. Revised SWCCOG Bylaws
5. 50/50 Revenue Split
6. December 2022 and 2023 Meeting dates

G. Reports

1. Grant Updates
2. Project Manager Report (Transportation/Transit, Broadband and Housing)

H. Member Updates

1. Town of Bayfield
2. City of Durango
3. Town of Ignacio
4. La Plata County

I. Adjournment

Section A – Introductions

NAME	AFFILIATION	Attendance Drop Down
Andrea Phillips	Town of Pagosa Springs	Attendance
Willy Tookey	San Juan County	Attendance
Mark Garcia	Town of Ignacio	Attendance
Matt Salka	La Plata County	Attendance
Ashleigh Tarkington	Town of Bayfield	Attendance
Katie Sickles	Town of Bayfield	Attendance
Drew Sanders	City of Cortez	Attendance
Rachel Medina	City of Cortez	Attendance
Oliver Bosman	City of Durango	Attendance
Alvin	Archuleta County	Attendance
Gloria Kaasch-Buerger	Town of Silverton	Attendance

Section B – Public Comment

The Board welcomes public participation in the Board meetings. Individuals wishing to address the Board under Public Comment are asked to please notify either the Chair of the Board or the Clerk to the Board upon their arrival at the meeting. Public Comment will be taken as time permits. Comments shall be limited so that everyone may be heard. This item is limited to matters under the jurisdiction of the Board, which are not on the posted agenda and items which have not already been considered by the Board. The Board limits testimony on matters not on the agenda to 3 minutes per person and not more than 20 minutes total unless the Board approves an extended time as part of the agenda. No formal action may be taken at the meeting on matters addressed at Public Comment. Comments on matters on the current agenda will be taken following discussion of each item by the Board.

Section C – Approval of Agenda

Section D – Consent Agenda

Southwest Colorado Council of Governments Meeting
Thursday July 21, 2022, 1:30pm
Sunflower Theatre 8 East Main Street, Cortez, CO

Board Members

Andrea Phillips - Town of Pagosa Springs
Willy Tookey - San Juan County
Gloria Kaasch-Buerger, Town of Silverton)
Olivier Bosmans, City of Durango
Rachel Medina, Town of Cortez
Drew Sanders, City of Cortez
Katie Sickles -Town of Bayfield
Matt Salka, La Plata County

Staff

Laura Marchino - Region 9 EDD
Jessica Laitsch - SWCCOG
Shak Powers, Region 9 EDD
Shirley Jones, Region 9 EDD
Stephani Burditt, Region 9 EDD
Tiffany Brodersen, Region 9 EDD

Guests

Kelly Koskie, City of Cortez
Shannon Fuller, Haynie and Co.
Helen Katich, Sen. Hickenlooper Rep
Clyde Church, La Plata County
David Liberman, SWCCOG Attorney

I. Board Introductions

The meeting was called to order at 1:30 pm.

II. Public Comment

Helen Katich with Sen. Hickenlooper's office provided updates. She is excited to see the infrastructure funds hitting the ground in La Plata County with Phase I of the airport project. Continuing to monitor programs and funding available upon request. Small Business COVID Disaster Loan Applications have been delayed. Please contact Helen if you have any businesses that haven't been had a response yet, and their office will reach out to the SBA on behalf of those businesses individually. The Equal Access to Green Cards for Legal Employment Act (EAGLE) has been submitted to help update the green card application process to address workforce issues.

III. Presentations

a. 2021 Audit Presentation

The 2021 audit was provided in the packet. There were no findings, and the auditors were available to provide an overview and answer questions. Once the audit is approved it will be submitted by the July 31st deadline. **Willy Tookey made a motion to approve the 2021 Audit as presented. Matt Salka seconded, and the motion passed unanimously.**

IV. Consent Agenda

- a. April 28, 2022 Board Minutes**
- b. June 9, 2022 Executive Committee Minutes**

c. April, May, June 2022 Financials

Willy Tookey made a motion to approve the consent agenda items as presented. Olivier Bosmans seconded, and the motion passed unanimously.

V. Discussion Items

a. Region 9 Transition Timeline

DoLA requires the SWCCOG be the official entity as a government to receive funds and their tax id is needed to be able to apply for funds. Plans to change the SWCCOG's fiscal year to Region 9's fiscal year are in progress. This will require a partial return for the SWCCOG, and the goal is to have one audit moving forward. The SWCCOG attorney is being consulted to make sure everything is documented properly. Laura is proposing a single Board by utilizing the Region 9 Government members also be the SWCCOG members. This would require a bylaw change. The SWCCOG will be stripped down to the bare essentials. Hopefully Board business would be a section during the Region 9 Board meetings and the SWCCOG Board would still have an annual meeting. It was asked if dissolving the organization and creating a new entity would be easier; no, that could jeopardize DoLA funding. A name change could be made to make it more streamlined, SWCCOG dba Region 9. It was asked how much DoLA money was used last year; staff will find out but are thinking that only DoLa funds would run through the SWCCOG bank accounts, though several current SWCCOG grants need to be completed or need to be transitioned. Laura Marchino will bring proposed changes on reducing the SWCCOG's footprint to the next meeting. Staff will continue to merge programs and projects and we will all know better in a year or two if DoLA funds are that impactful.

b. 2023 Proposed Dues

The Proposed dues were provided in the packet. They were just approved at the Region 9 Board meeting and the SWCCOG Executive Committee saw the initial draft. The proposed dues would be combined serving both entities with all work being completed by Region 9 staff. With Jessica Laitsch leaving, a new employee will need to be hired. The dues are based on the populations distributed between the 17 governments. It was mentioned that a breakdown would need to be provided of what the dues will cover to determine who from the governments should be the representative on the Board going forward. **Drew Sanders made a motion to approve the 2023 dues as presented. Gloria Kaasch-Buerger seconded, and the motion passed with Olivier Bosmans abstaining.**

c. Letter of Intent for Region 9 to submit regional broadband applications

The letter of intent was provided to the Board. The goal is to update the regional broadband plan. Shak Powers provided a presentation on the current state of SW regional broadband needs. Every government including our two tribes in SW Colorado have Broadband as a high priority listed in our regional and tribal Community Development Action Plans (CDAP). In order to get the redundancy needed for all our counties, loops will have to go through non-Region 9 counties. The application is due on September 30th with awards going out in 2023 and "B" funding coming after that. Existing utilities will be used as much as possible. Some projects will

require trenching which is more expensive. It was noted that the SWCCOG spent so much time just trying to exist, that the focus of what the SWCCOG broadband took a back seat. With Region 9 integrating the SWCCOG, a regional conversation can happen regarding housing, transit, and broadband. The goal is to increase the collaboration over all governments in the region. Staff will reach out to the core Broadband leadership group on Friday July 22nd.

VI. Decision Items

a. Approval to apply for Transit Coordination Grant

A letter of intent was submitted prior to the Board meeting and was provided to the Board. **Willy Tookey made a motion to approve staff to apply for the Transit Coordination Grant as presented. Drew Sanders seconded, and the motion passed unanimously.**

b. Modify December meeting date

A consensus determined the next meeting will be November 17th at 1:30pm.

c. Transition support contract

Willy Tookey made a motion to approve the Transition Support Contract between Region 9 EDD and Jessica Laitsch for an amount not to exceed \$10,000 as presented. Drew Sanders seconded, and the motion passed unanimously.

VII. Reports

a. Attendance Report

A written report was provided.

b. Staff Report

A written report was provided.

c. Region 9 Update

A written report was provided.

d. Broadband Report

A written report was provided.

e. Fiscal Administration Report

A written report was provided.

f. Grant Updates

A written report was provided.

g. Housing Updates

A written report was provided.

h. Transportation/Transit Report

A written report was provided.

VIII. Adjourn

The meeting adjourned at 2:39 pm.

Minutes submitted by Stephani Burditt

**Southwest Colorado Council of Governments
Executive Committee Meeting
Thursday, August 11, 2022, 2:30 p.m.**

In attendance:

Andrea Philips – Town of Pagosa Springs
Willy Tookey – San Juan County
Mark Garcia – Town of Ignacio
Laura Lewis Marchino – Region 9 EDD
David Lieberman- Lieberman and Associates
Shak Powers – Region 9 EDD
Stephani Burditt – Region 9 EDD

I. Call the Meeting to Order

The meeting was called to order at 2:32 p.m.

II. Amendments to the Agenda

There were no amendments to the agenda.

III. June 9, 2022 Minutes

The minutes from the June 9, 2022 Executive Committee were provided in the packet for review. These minutes were approved at the July Board meeting.

IV. Employee Transition Update

Laura informed the Executive Committee that the transfer of existing staff to Region 9 employees was complete.

a. Draft job description

Laura provided an update on hiring a Grant Compliance Specialist and the job description was provided in the packet. Funding for this position would be from the prior years budgeted amount for FY 2022 through the SWCCOG and the Region 9 dues structure was updated to include funding for both Shak and the new employee for FY 22-23. This position would be in charge of the compliance and Tiffany Broderson, the community grant writer, is getting the funding. The Committee was supportive of this position.

V. Transition Discussion and possible action

Laura updated the status of the current transition, and it was included in the packet. David Liberman is preparing documents for the September meeting.

a. Partial audit- financial transition

The bid from the Region 9 auditors, Hinton Burdick, was provided in the packet. This would

create a partial return for the SWCCOG to align the SWCCOG with Region 9's fiscal year, which is October to September. It was mentioned that Statute 29601 says political entities need to be on a fiscal year of January to December. The SWCCOG would continue to be a separate entity with its own tax id number. The auditors didn't think the combining of the fiscal years would be an issue. Laura will look into it. It was suggested that if a fiscal year needs to be changed, maybe Region 9 could change their fiscal year. The only funding for the SWCCOG would be from DoLA grants since the dues will go through Region 9. The SWCCOG policies will need to be updated to show Region 9 as the lead organization. It was mentioned that if the dues run through Region 9 then there aren't any SWCCOG members. The Region 9 government members could also be the SWCCOG members. The committee supported the board structure on a broad level. There was concern that amending the IGA's with 15 governments and their lawyers could delay the transition. The SWCCOG Executive Committee could be determined by Region 9 members and meet yearly since most activities will be shifting to Region 9. It was mentioned that a SWCCOG Executive Committee may not be necessary. It was mentioned that Hinton Burdick does other government audits and it was clarified that nothing has been signed yet. **Mark Garcia made a motion to approve the partial year audit bid as it develops for the correct time period. Willy Tookey seconded, and the motion passed unanimously.** It was asked if the Committee felt comfortable with a name change to SWCCOG dba Region 9 to reduce any confusion; the Committee was supportive as long as it is allowed.

b. Summary of activities

The July activities performed by both SWCCOG and Region 9 staff was provided in the packet. This summary will be sent to the SWCCOG Board monthly.

VI. Broadband

Since the Board meeting, the 14 regions expressed interest in meeting with the Colorado Broadband Office to request funding for regional broadband coordinators to provide collaboration and support statewide for broadband coverage.

a. Region 9 as grant applicant for NTIA

Shak Powers provided a presentation on the middle mile program. The goal is to start with the most rural areas and working towards the larger areas. The regional application is for \$89 million and has a 30% match. State programs have been identified to help with match for communities that can't afford the match.

b. Recommendation on 25/75 split

This will be put on the September Board agenda for a vote. Currently, dark fiber income/use is split 75% COG and 25% paid to the applicable partner. The proposal changes the split to 50/50. There was consensus that this would be okay. It was asked if leases could be generated with a town and the tribes without going through the SWCCOG; this is only for SCAN fiber. More research is needed.

c. Purpose of dark fiber to maintenance fund

This will be put on the September Board agenda for a vote. Staff would like to open a separate bank account to keep this restricted funding out of the operating account. There was consensus that this is a good idea and it should go to the full Board.

VII. September meeting draft agenda items

Several items were discussed and will be put on the September Board agenda.

The meeting ended at 3:29 p.m.

1:17 PM

09/13/22

**SWCCOG FY 2022 Start
Reconciliation Summary**
Alpine 7350- Business Checking, Period Ending 07/31/2022

	<u>Jul 31, 22</u>
Beginning Balance	26,508.08
Cleared Transactions	
Checks and Payments - 11 items	-66,916.52
Deposits and Credits - 1 item	110,049.57
Total Cleared Transactions	<u>43,133.05</u>
Cleared Balance	<u>69,641.13</u>
Uncleared Transactions	
Checks and Payments - 39 items	-6,171.98
Total Uncleared Transactions	<u>-6,171.98</u>
Register Balance as of 07/31/2022	<u>63,469.15</u>
Ending Balance	63,469.15

**SWCCOG FY 2022 Start
Reconciliation Detail**
Alpine 7350- Business Checking, Period Ending 07/31/2022

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						26,508.08
Cleared Transactions						
Checks and Payments - 11 items						
Check	07/18/2022	DM	Alpine Bank Credit ...	X	-1,065.20	-1,065.20
Check	07/20/2022	DM	ICMA-RC	X	-595.20	-1,660.40
Check	07/21/2022	DM	Montezuma Orchard	X	-51,955.98	-53,616.38
Check	07/21/2022	DM	NEO Fiber	X	-5,643.75	-59,260.13
Check	07/21/2022	DM	Housing Solutions	X	-2,250.00	-61,510.13
Check	07/21/2022	DM	Midwest Card and C...	X	-2,025.00	-63,535.13
Check	07/21/2022	DM	CEBT	X	-1,312.50	-64,847.63
Check	07/21/2022	DM	Vicki Shaffer	X	-1,230.18	-66,077.81
Check	07/21/2022	DM	FastTrack Communi...	X	-486.67	-66,564.48
Check	07/21/2022	DM	ICMA-RC	X	-192.00	-66,756.48
Check	07/21/2022	DM	Verizon	X	-160.04	-66,916.52
Total Checks and Payments					-66,916.52	-66,916.52
Deposits and Credits - 1 item						
Deposit	08/01/2022			X	110,049.57	110,049.57
Total Deposits and Credits					110,049.57	110,049.57
Total Cleared Transactions					43,133.05	43,133.05
Cleared Balance					43,133.05	69,641.13
Uncleared Transactions						
Checks and Payments - 39 items						
General Journal	12/11/2021	PPE 1...	Jessica Laitsch		-245.93	-245.93
General Journal	12/11/2021	PPE 1...	Miriam Gillow-Wiles		-160.37	-406.30
General Journal	12/11/2021	PPE 1...	Miriam Gillow-Wiles		-111.34	-517.64
General Journal	12/11/2021	PPE 1...	Jessica Laitsch		-96.00	-613.64
General Journal	12/11/2021	PPE 1...	Jessica Laitsch		-96.00	-709.64
General Journal	01/13/2022	PPE 1...	Jessica Laitsch		-237.19	-946.83
General Journal	01/13/2022	PPE 1...	Miriam Gillow-Wiles		-177.83	-1,124.66
General Journal	01/13/2022	PPE 1...	Miriam Gillow-Wiles		-111.44	-1,236.10
General Journal	01/13/2022	PPE 1...	Jessica Laitsch		-96.00	-1,332.10
General Journal	02/10/2022	PPE 1...	Miriam Gillow-Wiles		-241.56	-1,573.66
General Journal	02/10/2022	PPE 1...	Miriam Gillow-Wiles		-111.44	-1,685.10
General Journal	02/10/2022	PPE 1...	Miriam Gillow-Wiles		-107.64	-1,792.74
General Journal	02/10/2022	PPE 1...	Miriam Gillow-Wiles		-96.00	-1,888.74
General Journal	02/10/2022	PPE 1...	Miriam Gillow-Wiles		-96.00	-1,984.74
General Journal	02/23/2022	PPE 1...	Miriam Gillow-Wiles		-241.56	-2,226.30
General Journal	02/23/2022	PPE 1...	Miriam Gillow-Wiles		-152.00	-2,378.30
General Journal	02/23/2022	PPE 1...	Miriam Gillow-Wiles		-96.00	-2,474.30
General Journal	02/23/2022	PPE 1...	Miriam Gillow-Wiles		-96.00	-2,570.30
General Journal	03/09/2022	PPE 0...	Miriam Gillow-Wiles		-241.56	-2,811.86
General Journal	03/09/2022	PPE 0...	Miriam Gillow-Wiles		-114.00	-2,925.86
General Journal	03/09/2022	PPE 0...	Miriam Gillow-Wiles		-96.00	-3,021.86
General Journal	03/09/2022	PPE 0...	Miriam Gillow-Wiles		-96.00	-3,117.86
General Journal	03/23/2022	PPE 0...	Jessica Laitsch		-241.56	-3,359.42
General Journal	03/23/2022	PPE 0...	Jessica Laitsch		-96.00	-3,455.42
General Journal	03/23/2022	PPE 0...	Jessica Laitsch		-96.00	-3,551.42
General Journal	04/07/2022	PPE 0...	Jessica Laitsch		-241.56	-3,792.98
General Journal	04/07/2022	PPE 0...	Jessica Laitsch		-96.00	-3,888.98
General Journal	04/07/2022	PPE 0...	Jessica Laitsch		-96.00	-3,984.98
General Journal	04/21/2022	PPE 0...	Jessica Laitsch		-241.56	-4,226.54
General Journal	04/21/2022	PPE 0...	Jessica Laitsch		-96.00	-4,322.54
General Journal	04/21/2022	PPE 0...	Jessica Laitsch		-96.00	-4,418.54
General Journal	05/05/2022	PPE 0...	Jessica Laitsch		-241.56	-4,660.10
General Journal	05/05/2022	PPE 0...	Jessica Laitsch		-96.00	-4,756.10
General Journal	05/05/2022	PPE 0...	Jessica Laitsch		-96.00	-4,852.10
General Journal	05/19/2022	PPE 0...	Jessica Laitsch		-241.56	-5,093.66
General Journal	06/01/2022	PPE 0...	Jessica Laitsch		-241.56	-5,335.22
General Journal	06/16/2022	PPE 0...	Jessica Laitsch		-241.56	-5,576.78

1:17 PM

09/13/22

SWCCOG FY 2022 Start Reconciliation Detail

Alpine 7350- Business Checking, Period Ending 07/31/2022

Type	Date	Num	Name	Clr	Amount	Balance
General Journal	06/29/2022	PPE 0...	Jessica Laitsch		-297.60	-5,874.38
General Journal	06/29/2022	PPE 0...	Jessica Laitsch		-297.60	-6,171.98
Total Checks and Payments					-6,171.98	-6,171.98
Total Uncleared Transactions					-6,171.98	-6,171.98
Register Balance as of 07/31/2022					36,961.07	63,469.15
Ending Balance					<u>36,961.07</u>	<u>63,469.15</u>

ALPINE BANK, DURANGO
 1099 MAIN AVE
 DURANGO, CO 81301
 (970)375-7689

SW COLORADO COUNCIL OF GOVERNMENTS
 295 GIRARD ST STE B
 DURANGO CO 81303-6828

Hooray for Colorado Day! Our state's 146th birthday is August 1. Celebrate by entering to win an OtterBox cooler from us, at alpinebank.com/mycolorado.

.....CHECKING ACCOUNT.....

Account Name: SW COLORADO COUNCIL OF GOVERNMENTS

You can bank from home, or work from the hills with Alpine Bank! Take advantage of our wide array of banking services by using Alpine Online and AlpineMobile. They're secure, easy to use and always available on any internet-connected device with any Alpine account. Access statements, view account balances, transfer funds, make payments and much more. For more information, go to www.alpinebank.com or visit any Alpine Bank.

PUBLIC FUND CHECKING		Check Safekeeping	
Account Number	XXXXXXXXXXXX7350	Statement Dates	7/01/22 thru 7/31/22
Previous Balance	26,508.08	Days In The Statement Period	31
8 + Deposits	110,049.57	Average Ledger Bal.	92,467.52
11 - Checks/Charges	66,916.52	Average Collected Bal.	92,467.52
Service Charge	.00		
Interest Paid	.00		
Current Balance	69,641.13		

-----Deposits and Additions-----

Date	Description	Amount
7/01	VENDOR PAY State of CO CCD CDPS-Hm1nd Sec NTE*PW00005- 005 *Southwest Colorado Council of Governments 21I	✓ 7,236.74
7/01	VENDOR PAY State of CO CCD DOLA-Local Gov NTE*REDI21240/PV#1 *REDI21240, Payment Reques t 1	✓ 50,273.50
7/01	Deposit	✓ 20,930.00
7/05	VENDOR PAY State of CO CCD CDPS-Hm1nd Sec NTE*PW00004-006 *Southwest Colorado Council of Governments 21I	✓ 5,923.33

= 13160.07

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Date 7/29/22 Page 2
 Primary Account XXXXXXXXXXXX7350
 Enclosures

SW COLORADO COUNCIL OF GOVERNMENTS
 295 GIRARD ST STE B
 DURANGO CO 81303-6828

PUBLIC FUND CHECKING XXXXXXXXXXXX7350 (Continued)

-----Deposits and Additions-----

Date	Description	Amount
7/18	PAYABLES OSPREY PACKS INC CCD SOU008	3,720.00
7/19	Receivable Vero Broadband L CCD 025SOVQNNJ9AFTH	1,488.00
7/19	VENDORPMTS FASTTRACKCOMMU CCD	2,427.00
7/27	Deposit	18,051.00

-----Withdrawals and Other Transactions-----

Date	Description	Amount
7/18	PAYMENT ALPINE BANK PPD	1,065.20-
7/20	DEBIT ICMARC-307145 PPD	192.00-
7/20	DEBIT ICMARC-307145 PPD	595.20-
7/21	9911131506 Verizon CCD e6281716	160.04-
7/21	070122 FastTrack Commun CCD e6283367	486.67-
7/21	0622 Vicki Shaffer CCD e6283139	1,230.18-
7/21	49851 CEPT CCD e6274360	1,312.50-
7/21	29833 Midwest Card and CCD e6274470	2,025.00-
7/21	07-120122 Housing Solution CCD e6283759	2,250.00-
7/21	2657 NEO Fiber CCD e6282892	5,643.75-
7/21	052922 Montezuma Orchar CCD e6284239	51,955.98-

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
7/01	104,948.32	7/18	113,526.45	7/20	116,654.25
7/05	110,871.65	7/19	117,441.45	7/21	51,590.13

ALPINE BANK, DURANGO
1099 MAIN AVE
DURANGO, CO 81301
(970)375-7689

Date 7/29/22
Primary Account XXXXXXXXXXXX7350
Enclosures

19097

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SW COLORADO COUNCIL OF GOVERNMENTS
295 GIRARD ST STE B
DURANGO CO 81303-6828

PUBLIC FUND CHECKING

XXXXXXXXXXXX7350 (Continued)

Daily Balance Information	
Date	Balance
7/27	69,641.13



Account: BUSINESS CHECKING
Date: 9/13/2022

>102103407< 20220727
ALPINE BANK
Drawer# Trans# 06205/002
HIN: 824311100000057

ENTER THE TOTAL IN THE SPACE PROVIDED ON FRONT

TOTAL THIS SIDE

CASH COUNT — FOR OFFICE USE ONLY	
X 100	
X 50	
X 20	
X 10	
X 5	
X 2	
X 1	
TOTAL \$	

CHECKS LIST EACH SEPARATELY	DOLLARS	CENTS
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2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
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>102103407< 6205 21 072722

RECORD OF CHECKS FOR DEPOSIT

DATE	CURRENCY	DOLLARS	CENTS
22-7-22			
TOTAL CASH			
CHECKS			
1	28421	00	00
2	36431	00	00
3	411049	222	00
4	3337	2799	00
5			
6			
7			
8			
9			
10			
11			
12			
13			
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27			
28			
TOTAL FROM OTHER SIDE OR ATTACHED LIST			
PLEASE RE-ENTER TOTAL HERE	1851	00	00

DEPOSIT TICKET
TOTAL ITEMS
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.
82-340/1021

RE-ENTER GRAND TOTAL IN SCREENED BOXES

SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS
P.O. BOX 983
DURANGO, CO 81302



\$ 18051.00

⑆102103407⑆ 1620017350⑈ 67



Account: BUSINESS CHECKING
Date: 9/13/2022

>102103407< 20220727
ALPINE BANK
Drawer#/Trans#: 06205/0021
HIN: 824311100000058

PAY TO THE ORDER OF
ALPINE BANK
FOR DEPOSIT ONLY
SOUTHWEST COLORADO
COUNCIL OF GOVERNMENTS
CHECK BOX 1929017350
WRITE NAME OF FINANCIAL INST. IN FULL ON LINE ABOVE

<102103407> 6205 21 07/27/22

Check # 06205/0021 dated 07/27/22
Payable to the order of ALPINE BANK
for deposit only.
The amount of this check is \$15,000.00.
The drawer, SWCOCOG, certifies that the funds
represented on this check are the property
of the drawer and are not the property
of any other person or entity.
The drawer, SWCOCOG, certifies that the funds
represented on this check are not the
property of any other person or entity.

ALPINE BANK
DURANGO, CO 81301

12482

REGION 9 ECONOMIC DEVELOPMENT
135 BURNETT DRIVE UNIT 1
DURANGO, CO 81301

82-3401021
12482 CHECK NUMBER

DATE 07/05/2022

PAY TO THE ORDER OF Southwest Colorado Council of Government

\$ 15,000.00

*****Fifteen Thousand and 00/100 Dollars

DOLLARS

Southwest Colorado Council of Government
295 Girard Street, Ste B
Durango, CO 81303

[Handwritten Signature]
AUTHORIZED SIGNATURE

MEMO

Photo Safe Deposit Details on Back.



Account: BUSINESS CHECKING
Date: 9/13/2022

>102103407< 20220727
ALPINE BANK
DRAWING INSERION
MICR: 24111000000059

Security Features:

- Multi-dimensional foil and legend in check stock. Cannot be photocopied.
- Hold red image when fingering or breathe on it. The image will fade and reappear.
- Hold check to a light source to view.
- Check for perforations.
- Check for altered or counterfeit signatures.
- Check for altered or counterfeit MICR lines.
- Check for altered or counterfeit MICR numbers.
- Check for altered or counterfeit MICR characters.
- Check for altered or counterfeit MICR symbols.
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- Check for altered or counterfeit MICR spaces.
- Check for altered or counterfeit MICR dashes.
- Check for altered or counterfeit MICR spaces.
- Check for altered or counterfeit MICR dashes.
- Check for altered or counterfeit MICR spaces.

Other Features:

- Tear resistant.
- Smudge resistant.
- Water resistant.
- Stain resistant.
- Fade resistant.
- Scratch resistant.
- Tear resistant.
- Smudge resistant.
- Water resistant.
- Stain resistant.
- Fade resistant.
- Scratch resistant.

ENDORSE HERE
PAY TO THE ORDER OF
ALPINE BANK
FOR DEPOSIT ONLY
SOUTH WEST COLORADO
COUNCIL OF GOVERNMENTS
CHECK HERE FOR REMOTE DEPOSIT ONLY
AT _____ NAME OF FINANCIAL INSTITUTION DATE _____
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
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CITY OF CORTEZ
123 ROGER SMITH AVE.
CORTEZ, CO 81321
970-565-3402

VECTRABANK
CORTEZ AND CULIACA BRANCH
123 W. MCINTOSH AVE.
CORTEZ, CO 81321
23 315 1020

36431

DATE 6/30/2022 AMOUNT **30.00**

PAY ***Thirty and 00/100 Dollars***

TO THE ORDER OF SWCCOG
ATTN: SARA TRUJILLO
295 GIRARD ST, SUITE B
DURANGO CO 81303



Michael J. Loney

AUTHORIZED SIGNATURE

Security Features. Details on the back.



Account: BUSINESS CHECKING
Date: 9/13/2022

>102103407< 20220727
ALPINE BANK
Drawer#/Trans#: 06205/0021
HIN: 824311100000060

PERSONAL CHECKS ONLY
Security Features: Raised Ribbed Emboss, as well as Micro
not listed, except for the security features.
Security Features: Raised Ribbed Emboss, as well as Micro
not listed, except for the security features.
Security Features: Raised Ribbed Emboss, as well as Micro
not listed, except for the security features.

<102103407> 6205 21 97127122

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PAY TO THE ORDER OF
ALPINE BANK
FOR DEPOSIT ONLY
SOUTHWEST COLORADO
COUNCIL OF GOVERNMENTS
1620017350

ENDORSE HERE

DO NOT ACCEPT UNLESS THIS CHECK IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPHIC MICROPRINTING FACE AND BACK, BY FIBERS AND A WATERMARK ON THE REVERSE SIDE.



La Plata County
1101 East Second Avenue
Durango, CO 81301
(970) 382-8310

Wells Fargo Bank, NA
Colorado
www.wellsfargo.com

Check Date: 07/01/2022
Check Number: 416649
23-7 1020

VOID 180 DAYS FROM DATE OF ISSUE
\$222.00

Two Hundred Twenty-two Dollars and 00 Cents

Pay To the Order Of: SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS
295 GIRARD STREET, STE B
DURANGO, CO 81303-0000



Chris Chubb
Authorized Signature
Liffany LaBute
Authorized Signature

MP
MP

2:28 PM
09/13/22

**SWCCOG FY 2022 Start
Reconciliation Summary
Alpine 7350- Business Checking, Period Ending 08/31/2022**

	<u>Aug 31, 22</u>	
Beginning Balance		69,641.13
Cleared Transactions		
Checks and Payments - 3 items	-17,883.00	
Deposits and Credits - 1 item	100,451.73	
Total Cleared Transactions	<u>82,568.73</u>	
Cleared Balance		<u>152,209.86</u>
Uncleared Transactions		
Checks and Payments - 39 items	-6,171.98	
Total Uncleared Transactions	<u>-6,171.98</u>	
Register Balance as of 08/31/2022		<u>146,037.88</u>
Ending Balance		146,037.88

SWCCOG FY 2022 Start Reconciliation Detail

Alpine 7350- Business Checking, Period Ending 08/31/2022

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						69,641.13
Cleared Transactions						
Checks and Payments - 3 items						
Check	08/10/2022	DM	Motorola Solutions	X	-14,999.00	-14,999.00
Check	08/10/2022	DM	Region 9	X	-950.00	-15,949.00
Check	08/16/2022	DM	Alpine Bank Credit ...	X	-1,934.00	-17,883.00
Total Checks and Payments					-17,883.00	-17,883.00
Deposits and Credits - 1 item						
Deposit	08/01/2022			X	100,451.73	100,451.73
Total Deposits and Credits					100,451.73	100,451.73
Total Cleared Transactions					82,568.73	82,568.73
Cleared Balance					82,568.73	152,209.86
Uncleared Transactions						
Checks and Payments - 39 items						
General Journal	12/11/2021	PPE 1...	Jessica Laitsch		-245.93	-245.93
General Journal	12/11/2021	PPE 1...	Miriam Gillow-Wiles		-160.37	-406.30
General Journal	12/11/2021	PPE 1...	Miriam Gillow-Wiles		-111.34	-517.64
General Journal	12/11/2021	PPE 1...	Jessica Laitsch		-96.00	-613.64
General Journal	12/11/2021	PPE 1...	Jessica Laitsch		-96.00	-709.64
General Journal	01/13/2022	PPE 1...	Jessica Laitsch		-237.19	-946.83
General Journal	01/13/2022	PPE 1...	Miriam Gillow-Wiles		-177.83	-1,124.66
General Journal	01/13/2022	PPE 1...	Miriam Gillow-Wiles		-111.44	-1,236.10
General Journal	01/13/2022	PPE 1...	Jessica Laitsch		-96.00	-1,332.10
General Journal	02/10/2022	PPE 1...	Miriam Gillow-Wiles		-241.56	-1,573.66
General Journal	02/10/2022	PPE 1...	Miriam Gillow-Wiles		-111.44	-1,685.10
General Journal	02/10/2022	PPE 1...	Miriam Gillow-Wiles		-107.64	-1,792.74
General Journal	02/10/2022	PPE 1...	Miriam Gillow-Wiles		-96.00	-1,888.74
General Journal	02/10/2022	PPE 1...	Miriam Gillow-Wiles		-96.00	-1,984.74
General Journal	02/23/2022	PPE 1...	Miriam Gillow-Wiles		-241.56	-2,226.30
General Journal	02/23/2022	PPE 1...	Miriam Gillow-Wiles		-152.00	-2,378.30
General Journal	02/23/2022	PPE 1...	Miriam Gillow-Wiles		-96.00	-2,474.30
General Journal	02/23/2022	PPE 1...	Miriam Gillow-Wiles		-96.00	-2,570.30
General Journal	03/09/2022	PPE 0...	Miriam Gillow-Wiles		-241.56	-2,811.86
General Journal	03/09/2022	PPE 0...	Miriam Gillow-Wiles		-114.00	-2,925.86
General Journal	03/09/2022	PPE 0...	Miriam Gillow-Wiles		-96.00	-3,021.86
General Journal	03/09/2022	PPE 0...	Miriam Gillow-Wiles		-96.00	-3,117.86
General Journal	03/23/2022	PPE 0...	Jessica Laitsch		-241.56	-3,359.42
General Journal	03/23/2022	PPE 0...	Jessica Laitsch		-96.00	-3,455.42
General Journal	03/23/2022	PPE 0...	Jessica Laitsch		-96.00	-3,551.42
General Journal	04/07/2022	PPE 0...	Jessica Laitsch		-241.56	-3,792.98
General Journal	04/07/2022	PPE 0...	Jessica Laitsch		-96.00	-3,888.98
General Journal	04/07/2022	PPE 0...	Jessica Laitsch		-96.00	-3,984.98
General Journal	04/21/2022	PPE 0...	Jessica Laitsch		-241.56	-4,226.54
General Journal	04/21/2022	PPE 0...	Jessica Laitsch		-96.00	-4,322.54
General Journal	04/21/2022	PPE 0...	Jessica Laitsch		-96.00	-4,418.54
General Journal	05/05/2022	PPE 0...	Jessica Laitsch		-241.56	-4,660.10
General Journal	05/05/2022	PPE 0...	Jessica Laitsch		-96.00	-4,756.10
General Journal	05/05/2022	PPE 0...	Jessica Laitsch		-96.00	-4,852.10
General Journal	05/19/2022	PPE 0...	Jessica Laitsch		-241.56	-5,093.66
General Journal	06/01/2022	PPE 0...	Jessica Laitsch		-241.56	-5,335.22
General Journal	06/16/2022	PPE 0...	Jessica Laitsch		-241.56	-5,576.78
General Journal	06/29/2022	PPE 0...	Jessica Laitsch		-297.60	-5,874.38
General Journal	06/29/2022	PPE 0...	Jessica Laitsch		-297.60	-6,171.98
Total Checks and Payments					-6,171.98	-6,171.98
Total Uncleared Transactions					-6,171.98	-6,171.98
Register Balance as of 08/31/2022					76,396.75	146,037.88
Ending Balance					76,396.75	146,037.88



Alpine Bank

400 7th Street South
Rifle, CO 81650-2700

Member FDIC



Date 8/31/22
Primary Account
Enclosures

18290
Page 1
XXXXXXXXXXXX7350

Address Service Requested

ALPINE BANK, DURANGO
1099 MAIN AVE
DURANGO, CO 81301
(970)375-7689



003334 0.6500 AV 0.455 TR00009
SW COLORADO COUNCIL OF GOVERNMENTS
135 BURNETT DR
UNIT 1
DURANGO CO 81301-7790

APBK

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.....CHECKING ACCOUNT.....

Account Name: SW COLORADO COUNCIL OF GOVERNMENTS

You can bank from home, or work from the hills with Alpine Bank! Take advantage of our wide array of banking services by using Alpine online and AlpineMobile. They're secure, easy to use and always available on any internet-connected device with any Alpine account. Access statements, view account balances, transfer funds, make payments and much more. For more information, go to www.alpinebank.com or visit any Alpine Bank.

PUBLIC FUND CHECKING

Account Number	XXXXXXXXXXXX7350
Previous Balance	69,641.13
11 + Deposits	100,451.73
3 - Checks/Charges	17,883.00
Service Charge	.00
Interest Paid	.00
Current Balance	152,209.86

Check safekeeping

Statement Dates	8/01/22 thru 8/31/22
Days In The Statement Period	31
Average Ledger Bal.	113,891.39
Average Collected Bal.	113,891.39

-----Deposits and Additions-----

Date	Description	Amount
8/03	DISBURSMNT CDOT CCD	1,166.91 ✓
8/09	Deposit	1,900.00 ✓
8/09	Deposit	58,852.00 ✓
8/16	DISBURSMNT CDOT CCD	1,935.94 ✓
8/17	VENDOR PAY State of CO CCD CDPS-Hm1nd sec NTE*PW0F053- 003 *SW CO Council of Govts 20	2,048.54 ✓
8/18	SHS21SWR RFR#3 \$1,52 DISBURSMNT CDOT CCD	126.00 ✓
8/23	VENDORPMTS FASTTRACKCOMMU CCD	2,427.00 ✓
8/23	VENDOR PAY State of CO CCD CDPS-Hm1nd sec	10,186.84 ✓

3,228.00
12,235.38

APBK-002-003334-001-001-220901 003334 K05
81301779099

ALPINE BANK, DURANGO
 1099 MAIN AVE
 DURANGO, CO 81301
 (970)375-7689

Date 8/31/22 Page 2
 Primary Account XXXXXXXXXXXXX7350
 Enclosures

18291



SW COLORADO COUNCIL OF GOVERNMENTS
 135 BURNETT DR
 UNIT 1
 DURANGO CO 81301-7790

PUBLIC FUND CHECKING XXXXXXXXXXXXX7350 (Continued)

-----Deposits and Additions-----

Date	Description	Amount
	NTE*PW0F0S3-004 *southwest CO Council of G ov 19SHS20SWR RFR#4	
8/24	Deposit	16,600.50 ✓
8/29	PAYABLES OSPREY PACKS INC CCD SOU008	3,720.00
8/31	Receivable Vero Broadband L CCD 025EALYNZWAEUPE	1,488.00

-----Withdrawals and Other Transactions-----

Date	Description	Amount
8/10	1 Region 9 Economi CCD e7261550	950.00-
8/10	8281391112 Motorola solutio CCD e7262407	14,999.00-
8/16	PAYMENT ALPINE BANK PPD	1,934.00-

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
8/01	69,641.13	8/16	115,612.98	8/24	147,001.86
8/03	70,808.04	8/17	117,661.52	8/29	150,721.86
8/09	131,560.04	8/18	117,787.52	8/31	152,209.86
8/10	115,611.04	8/23	130,401.36		

APBK-002-003334-001-001-220901 003334 K05

10:32 AM

09/26/22

SWCCOG FY 2022 Start
Reconciliation Summary
Alpine ending 7883 Money Fund, Period Ending 08/31/2022

	<u>Aug 31, 22</u>
Beginning Balance	19,505.22
Cleared Transactions	
Deposits and Credits - 1 Item	<u>0.17</u>
Total Cleared Transactions	<u>0.17</u>
Cleared Balance	<u>19,505.39</u>
Register Balance as of 08/31/2022	19,505.39
Ending Balance	19,505.39

SWCCOG FY 2022 Start Reconciliation Detail

Alpine ending 7883 Money Fund, Period Ending 08/31/2022

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						19,505.22
Cleared Transactions						
Deposits and Credits - 1 Item						
Deposit	08/31/2022			X	0.17	0.17
Total Deposits and Credits					0.17	0.17
Total Cleared Transactions					0.17	0.17
Cleared Balance					0.17	19,505.39
Register Balance as of 08/31/2022					0.17	19,505.39
Ending Balance					0.17	19,505.39



Alpine Bank

400 7th Street South
Rifle, CO 81650-2700

Member FDIC



Date 8/31/22
Primary Account
Enclosures

18291
Page 1
XXXXXXXXXXXX7883

Address Service Requested

ALPINE BANK, DURANGO
1099 MAIN AVE
DURANGO, CO 81301
(970)375-7689

003335 0.4500 AV 0.455 TR00009

APBK SW COLORADO COUNCIL OF GOVERNMENTS
135 BURNETT DR
UNIT 1
DURANGO CO 81301-7790

The Alpine E-line is a free weekday business publication of Alpine Bank, that aggregates news from around the state. subscribe today at alpinebank.com!

.....CHECKING ACCOUNT.....

Account Name: SW COLORADO COUNCIL OF GOVERNMENTS

You can bank from home, or work from the hills with Alpine Bank! Take advantage of our wide array of banking services by using Alpine online and AlpineMobile. They're secure, easy to use and always available on any internet-connected device with any Alpine account. Access estatements, view account balances, transfer funds, make payments and much more. For more information, go to www.alpinebank.com or visit any Alpine Bank.

PUBLIC FUND MONEY MARKET		Check safekeeping
Account Number	XXXXXXXXXXXX7883	Statement Dates 8/01/22 thru 8/31/22
Previous Balance	19,505.22	Days In The Statement Period 31
+ Deposits	.00	Average Ledger Bal. 19,505.22
- Checks/Charges	.00	Average Collected Bal. 19,505.22
Service Charge	.00	Interest Earned .17
Interest Paid	.17	Annual Percentage Yield Earned 0.01%
Current Balance	19,505.39	2022 Interest Paid 1.30

-----Deposits and Additions-----

Date	Description	Amount
8/31	Interest Paid	.17

Daily Balance Information			
Date	Balance	Date	Balance
8/01	19,505.22	8/31	19,505.39

APBK-001-003335-001-000-220901 003335 K05
81301779099



CIRSA Property/Casualty Pool
Preliminary 2023 Contribution Quotation
Southwest Colorado Council of Governments

Current Deductibles:

Liability	Auto Liability	Auto Physical Damage	Property
\$5,000	\$2,500	\$2,500	\$5,000

Description	Amount
Contribution Before Reserve and Loss Experience	\$1,995.80
Reserve Refund Contribution	\$0.00
Impact of Loss Experience	(\$4.60)
Total 2023 Preliminary Quotation before Credits	\$1,991.20

To Renew with Current Deductibles
 Initial Here: _____

Loss Control Credits

Description	Amount	Credit Options – You must write in the amount that you wish to use. Amount may be split between available options.		
		Credit PC Contribution	Deposit/Leave in Account	Send Check
2022 Loss Control Audit Credit	(\$10.00)			
Balance Remaining from Prior Years' LC Credits	(\$0.00)			
Total Preliminary Quotation at Current Deductible with all Available Credits	\$1,981.20			

Alternative Deductibles

Liability	Auto Liability	Auto Physical Damage	Property	Revised Quote (Before Credits)	To Accept New Deductible Option – Initial Here (Choose Only one)

*Contact Linda Black, CFO at (720) 605-5440 or lindab@cirsa.org if you are interested in other options.

Billing Options (Please indicate which option you choose)

<input type="checkbox"/> Annual Billing on January 1, 2023	<input type="checkbox"/> Quarterly Billing January 1, April 1, July 1, and October 1, 2023
--	--

Preliminary 2023 Contribution Quotation Continued

This preliminary quotation includes all exposures reported on your entity's 2023 Property/Casualty Renewal Application and any Application Amendment Requests received by CIRSA before August 13, 2022.

* Regarding the Liability Deductible shown on page 1, a \$500 deductible quotation is offered to members, if requested, for general liability. However, police professional and public officials errors and omissions deductibles cannot go below \$1,000.

** Regarding the Property Deductible shown on page 1, an additional property deductible will apply separately to each location in a National Flood Insurance Program (NFIP) Zone A if total building and contents values at that location are in excess of \$1,000,000. The deductible will be the maximum limit of coverage which could have been purchased through NFIP, whether it is purchased or not.

Based upon the selections made in your 2023 Property/Casualty Renewal Application, the Southwest Colorado Council of Governments has elected not to participate in Uninsured/Underinsured Motorist Coverage. **Your signature below constitutes your entity's written rejection of this coverage.**

If this is incorrect, or you wish to change your selection at this time, please contact your Underwriting Representative at (800) 228-7136 or (303) 757-5475.

The undersigned is authorized to accept this preliminary quotation on behalf of the Southwest Colorado Council of Governments.

We accept this preliminary quotation for January 1, 2023 to January 1, 2024. We understand our final invoice may increase or decrease depending upon the number of CIRSA Property/Casualty members for 2023, actual excess insurance premiums, and any changes made to our 2023 renewal application.

Signature: _____ Date: _____

Title: _____

Signature must be that of the Mayor, Manager, Clerk or equivalent (such as President of a Special District.)

Both pages of this form must be returned by Friday, September 30, 2022. A mailed, faxed or e-mailed copy is acceptable. Please return to:

Monique Ferguson, Underwriting Administrative Assistant
3665 Cherry Creek North Drive
Denver, CO 80209
Fax: (303) 757-8950 or (800) 850-8950
E-Mail: MoniqueF@cirsa.org

PROPOSED 2023 PROPERTY/CASUALTY COVERAGES

The types and monetary limits of the proposed coverages to be provided to CIRSA Property/Casualty members for the coverage period of January 1, 2023 to January 1, 2024 are generally described below. The scope, terms, conditions, and limitations of the coverages are governed by the applicable excess and/or reinsurance policies, the CIRSA Bylaws and Intergovernmental Agreement, and other applicable documents.

I. TYPES OF COVERAGES (subject to the limit on CIRSA's liability as described in Section II below):

- A. Property coverage (including auto physical damage and public relations expense and privacy breach expense)
- B. Liability coverage:
 - 1. General liability
 - 2. Automobile liability
 - 3. Law enforcement liability
 - 4. Public officials errors and omissions liability
 - 5. Cyber (security and privacy breach liability)
- C. Crime coverage (including employee dishonesty and theft of money and securities)

II. CIRSA RETENTIONS, LOSS FUNDS, AGGREGATE LIMITS, AND MEMBER DEDUCTIBLES:

For the coverages described in Section I, CIRSA is liable only for payment of the applicable self-insured retentions and only to a total annual aggregate amount for CIRSA members as a whole of the amount of the applicable CIRSA loss fund for the coverage period. There is no aggregate excess coverage over any loss fund.

Coverages in excess of CIRSA's self-insured retentions are provided only by the applicable excess insurers and/or reinsurers in applicable excess and/or reinsurance policies, and shall be payable only by those excess insurers and/or reinsurers. The limits of coverage provided by the excess insurers and/or reinsurers for the coverage period shall be described in the coverage documents issued to the members. Aggregate and other limits shall apply as provided in said documents.

A. CIRSA PROPOSED SELF-INSURED RETENTIONS FOR THE COVERAGE PERIOD:

- 1. \$1,000,000 per claim/occurrence property*
- 2. \$100,000 per claim/annual aggregate public relations expense and privacy breach expense
- 3. \$1,000,000 per claim/occurrence liability
- 4. \$1,000,000 each and every claim public officials liability
- 5. \$500,000 per claim/annual aggregate cyber (security and privacy breach liability)
- 6. \$150,000 per claim/occurrence crime

*Subject further to CIRSA retention of first \$5,000,000 each and every hail/wind loss and/or occurrence

WITHDRAWAL NOTICE

**MUST BE RECEIVED AT THE CIRSA OFFICE
ON OR BEFORE SATURDAY, OCTOBER 1, 2022**

Sign and return this form if your entity has decided to **withdraw** from CIRSA effective January 1, 2023. Under CIRSA Bylaws, this form must be received by CIRSA *no later than Saturday, October 1, 2022*, for a withdrawal without penalty effective January 1, 2023.

NOTICE OF WITHDRAWAL FROM CIRSA

This is to notify the CIRSA Board of Directors that the Southwest Colorado Council of Governments is withdrawing from CIRSA for purposes of Workers' Compensation coverage effective January 1, 2023. We understand the Southwest Colorado Council of Governments remains obligated and will be billed for any amounts due CIRSA pursuant to the Bylaws and policies established by CIRSA.

The undersigned is authorized to provide this notice of withdrawal on behalf of the Southwest Colorado Council of Governments.

Signature must be that of the Mayor, Manager, Clerk, or equivalent (such as President of a Special District.)

Signature: _____
Title: _____
Date: _____

Letter of Support

To: SWCCOG Board of Directors
From: Laura Lewis Marchino, Region 9 EDD
Date: September 25, 2022

Attached is a letter that Andrea Phillips signed to support the Southwest Center of Independence's application for 5310 funds. This request was submitted to Jessica and due to timing of the grant and also the precedent of supporting these applications, the letter was submitted.

Recommendation:

Action is requested to affirm approval of this letter of support.

SW Center for Independence Letter of Support 5310 funds

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

Yes- the proposal aligns with the Regional Transit Plan to address needs of aging adults and people with disabilities, especially in rural- outlying communities that experience the greatest barriers to transportation.

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

Yes.

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

The proposed project will expand accessible transportation options for older adults (60+) and people with disabilities to access essential resources.

In what areas of the region, if any, will the proposed activity take place?

La Plata County, especially targeting people with transportation barriers who reside in rural, outlying communities.

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

This would help decrease cost on other systems affected by unmet transportation needs.

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

Yes, accessible transportation cultivates a thriving community, and directly supports the mission and vision of SWCCOG.

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

Yes, various members of the SWCCOG are applying for 5310 funding through CODOT.

If so, does this letter of support potentially support or undermine the Member activity/goal?

No- we are working in coordination with other transit providers to maximize resources across agencies, in efforts to address the communities growing transit needs.

Letter of Support



SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

23 August, 2022

Division of Transit and Rail
Colorado Department of Transportation
2829 W. Howard Pl.
Denver, CO 80204

RE: Support for Southwest Center for Independence's request for Rural Operating funds.

To whom it may concern:

The Southwest Colorado Council of Governments (SWCCOG) is located in the southwest corner of the State of Colorado. The strength of the transportation network is of great concern to the region and improving the system is a major goal of the SWCCOG. Considering the valuable transportation services they provide, we would like to express support for Southwest Center for Independence's (SWCI) application for FTA Rural Operating funds.

SWCI's transit program, Southwest Rides (SWRides), provides accessible, door-to-door transportation for people with disabilities, older adults, veterans across La Plata County at no cost to the rider. Through the proposed project, SWRides aims to expand its capacity to address the unmet transportation needs of marginalized populations across La Plata County, especially people that reside in geographically isolated communities and older adults, who have no other way to access essential community resources. The SWRides team has also been a valuable collaborator with the Regional Transit Coordinating Council.

We urge you to support SWCI's application for FTA Rural Operating funding which will allow the program to continue to expand its capacity to serve people in our community that experience accessibility related barriers to transportation. We thank you for your support of public transportation in southwest Colorado.

Sincerely,

Andrea Phillips
Southwest Colorado Council of Governments Chair

Section E – Discussion Items

2023 Draft Budget

To: SWCCOG Board of Directors
From: Laura Lewis Marchino, Region 9 EDD
Date: September 25, 2022

In your packet is the draft budget for 2023. Membership income has been removed as have a few programs such as CARO and SJRC& D. There are also no staff costs. Grants currently under the SWCCOG are included and for purposes of tracking the past three years, the budget categories were kept the same. We will have a SWCCOG column added to the Region 9 Budget that reflects this budget once approved and be able to track separately. We will be further able to fine tune the budget once we submit quarterly invoices including reimbursement for Jessica and Shak's payroll that was in the SWCCOG budget this year.

Shirley will be in attendance to answer questions.

Recommendation:

The recommended action is to approve draft budget if desired.

GENERAL FUND

Account Number	Account Description	2020 (ACTUAL)	2021 (ACTUAL)	2022 (BUDGET)	2022 (ESTIMATE)	2023 (BUDGET)
Beginning Fund Balance		57,949.67	26,991.65	26,674.71	26,674.71	20,260.54
Revenue						
Dues						
10.1000.4270	COG Dues	114,666.00	164,205.00	160,000.00	159,999.00	0.00
10.6200.4272	SWTPR Contributions	7,291.00	5,914.00	5,914.00	7,283.00	0.00
Total Dues Revenue		121,957.00	170,119.00	165,914.00	167,282.00	0.00
Grant/Project Administration						
10.5000.4212	All Hazards	3,796.38	14,551.06	5,000.00	5,000.00	5,000.00
10.1271.4310	CARO	0.00	0.00	880.00	880.00	0.00
10.6000.4241	CDOT Other		1,675.80	18,675.00	3,400.00	0.00
10.1100.4241	DoLA Impact Assistance Program	0.00	0.00	0.00	0.00	0.00
10.1000.4241	DOLA Other	6,692.00	0.00	0.00	0.00	0.00
10.4000.4241	Housing Project		13,500.00	0.00	0.00	0.00
10.1211.4610	Local Food Planning	3,825.00	0.00	0.00	0.00	0.00
10.4110.4310	Regional Housing Alliance	10,000.00	17,200.00	22,800.00	25,699.00	0.00
10.7010.4212	Rural Community Assistance Corporation		1,759.54	11,250.00	0.00	0.00
10.1212.4310	SJRC&D	10,000.00	7,631.25	10,000.00	10,000.00	0.00
10.5500.4241	SWIMT	1,279.27	2,488.20	1,000.00	1,783.00	3,925.00
10.6200.4212	SWTPR	13,101.20	6,630.95	11,050.00	6,000.00	11,050.00
10.6100.4212	Transit Coordination	8,345.00	8,023.00	25,495.00	6,000.00	0.00
10.6150.4610	Transit Coordination Other	4,000.00	0.00	0.00	0.00	0.00
Total Grant/Project Administration		61,038.85	73,459.80	106,150.00	58,762.00	19,975.00
Grant Funding						
10.5100.4212	All Hazards	51,429.15	130,331.13	207,038.00	292,378.19	139,403.01
CDOT Grants						
10.6220.4212	SWTPR Rural Assistance	0.00	3,228.34	11,050.00	3,000.00	11,050.00
10.6123.4212	Transit Coordination	3,600.00	15,361.00	16,800.00	16,800.00	0.00
Total CDOT Grants		3,600.00	18,589.34	27,850.00	19,800.00	11,050.00
DoLA Grants						
10.1100.4241	DoLA Impact Assistance Program	5.85	34,999.50	93,612.00	41,000.00	221,500.00
10.8100.4241	DoLA Other	104,066.45	43,000.00	150,000.00	150,000.00	0.00
Total DoLA Grants		104,072.30	77,999.50	243,612.00	191,000.00	221,500.00
10.1220.4610	Local Food Planning	44,234.29	32,542.71	0.00	0.00	0.00
10.1001.4241	Statewide Internet Portal Authority			3,000.00	3,000.00	0.00
10.5501.4241	SWIMT	8,967.54	24,881.96	21,480.00	26,070.83	16,625.00
Total Grant Funding		212,303.28	284,344.64	502,980.00	532,249.02	388,578.01
Revenue						
Grant Match						
10.1000.4281	COG Member Match	0.00	0.00	0.00	0.00	0.00
10.8100.4282	Non-COG Member Match	0.00	0.00	0.00	15,000.00	0.00
Total Grant Match		0.00	0.00	0.00	15,000.00	0.00

GENERAL FUND

Account Number	Account Description	2020 (ACTUAL)	2021 (ACTUAL)	2022 (BUDGET)	2022 (ESTIMATE)	2023 (BUDGET)
Miscellaneous Revenue						
10.1000.4700	Miscellaneous Revenue	-391.81	1,840.44	0.00	150.00	0.00
Total Miscellaneous Revenue		-391.81	1,840.44	0.00	150.00	0.00
Shared Services Revenue						
10.8300.4331	Dark Fiber Leasing	47,114.67	54,483.84	56,262.00	65,014.00	65,454.00
10.8500.4332	Telecom Services (IP addresses)	180.00	300.00	300.00	300.00	300.00
10.8500.4333	Aggregation of Connectivity	15,984.00	15,504.00	14,964.00	14,964.00	14,964.00
10.8500.4334	Contract Sharing	53,493.00	1,200.00	0.00	2,129.91	59,383.80
Total Shared Service Revenue		116,771.67	71,487.84	71,526.00	82,407.91	140,101.80
Total Revenue		511,678.99	601,251.72	846,570.00	855,850.93	548,654.81

GENERAL FUND

Account Number	Account Description	2020 (ACTUAL)	2021 (ACTUAL)	2022 (BUDGET)	2022 (ESTIMATE)	2023 (BUDGET)
Expenses						
Administrative Costs						
Personnel Expenses						
Payroll Expense						
10.1000.5000	Salary and Wages	125,137.39	150,291.07	175,024.72	111,600.00	0.00
10.1000.5010	Payroll Tax	8,345.58	11,505.80	14,964.61	7,484.00	0.00
10.1000.5020	Payroll Processing Fee	1,685.76	1,849.56	1,887.83	890.00	0.00
10.1000.5141	457 Retirement	4,905.30	5,227.58	6,720.19	3,790.00	0.00
10.1000.5151	Car Allowance	3,300.00	3,600.00	3,600.00	0.00	0.00
10.1000.5152	Cell Phone Allowance	0.00	1,200.01	1,800.00	285.00	0.00
Total Payroll Expense		143,374.03	173,674.02	203,997.35	124,049.00	0.00
Insurance Expense						
10.1000.5131	Health	15,140.88	15,884.88	23,100.53	18,655.00	0.00
10.1000.5133	Worker's Compensation	1,345.00	1,437.99	1,439.00	1,439.00	0.00
Total Insurance Expense		16,485.88	17,322.87	24,539.53	20,094.00	0.00
Total Personnel Expenses		159,859.91	190,996.89	228,536.88	144,143.00	0.00
Operating Expenses						
10.1000.5720	Advertising and Promotion	31.20	112.57	200.00	800.00	0.00
10.1000.5751	Bank Service Charge	94.67	-1.37	50.00	50.00	0.00
10.1000.5761	Conference Fee	250.00	0.00	1,500.00	1,500.00	0.00
10.1000.6002	Employee/Board Appreciation	0.00	0.00	100.00	100.00	0.00
Information Technology						
10.1000.6810	Hardware	1,200.90	2,106.18	2,100.00	2,100.00	0.00
10.1000.6003	Software	2,290.93	2,853.09	3,383.00	3,383.00	0.00
Total Information Technology		3,491.83	4,959.27	5,483.00	5,483.00	0.00
10.1000.5700	Insurance - General Liability	1,863.67	1,948.89	1,989.95	1,977.95	1,980.00
10.1000.5712	Internet Connection	68.74	0.00	0.00	0.00	0.00
10.1000.6401	Meetings	731.32	116.07	1,000.00	1,000.00	0.00
10.1000.5752	Memberships	4,348.00	4,800.00	4,848.00	3,300.00	3,300.00
10.1000.6810	Office Equipment	0.00	0.00	0.00	0.00	0.00
10.1000.6001	Office Supplies	251.13	1,624.01	850.00	850.00	0.00
10.1000.5713	Postage and Delivery	0.00	0.00	50.00	50.00	0.00
10.1000.5762	Professional Development	189.00	845.00	2,000.00	2,000.00	0.00
Professional Fees						
10.1000.5522	Audit	6,300.00	6,500.00	6,500.00	7,150.00	7,150.00
10.1000.5540	Legal	666.00	4,590.00	7,000.00	7,000.00	5,000.00
	Region 9				22,000.00	0.00
10.1000.5560	Misc.	0.00	0.00	250.00	250.00	0.00
Total Professional Fees		6,966.00	11,090.00	13,750.00	36,400.00	12,150.00
10.1000.5610	Rent	8,400.00	8,400.00	8,400.00	5,800.00	0.00
10.1000.5740	Travel	1,177.92	684.44	10,000.00	7,000.00	0.00
Total Operating Expenses		27,863.48	34,578.88	50,220.95	66,310.95	17,430.00

GENERAL FUND

Account Number	Account Description	2020 (ACTUAL)	2021 (ACTUAL)	2022 (BUDGET)	2022 (ESTIMATE)	2023 (BUDGET)
Expenses						
Administrative Costs						
Contractual Expenses						
10.1000.5550	Consulting	2,516.25	18,300.00	7,500.00	55,000.00	0.00
Total Contractual Expenses		2,516.25	18,300.00	7,500.00	55,000.00	0.00
Miscellaneous Expenses						
10.1000.6099	Miscellaneous Expense	7,783.49	51.68	0.00	0.00	0.00
Total Miscellaneous Expenses		7,783.49	51.68	0.00	0.00	0.00
Total Administrative Costs		198,023.13	243,927.45	286,257.83	265,453.95	17,430.00
Project Costs						
Operating Expenses						
10.6220.5740	SWTPR Travel	0.00	1,695.02	9,130.00	2,040.00	11,050.00
10.6220.5712	SWTPR Internet Connection	0.00	1,533.32	1,920.00	960.00	0.00
Operating Expenses		0.00	3,228.34	11,050.00	3,000.00	11,050.00
Grant Funded Contractual Expenses						
	Grant Funded Region 9 Services				7,848.70	0.00
10.xxxx.5551	Grant Funded Consulting	86,315.71	142,201.10	315,223.00	232,000.00	221,500.00
Total Contractual Expenses		86,315.71	142,201.10	315,223.00	239,848.70	221,500.00
Grant Pass-through Projects						
10.5000.5791	All Hazards Projects	57,398.39	122,861.12	207,038.00	292,378.19	139,403.01
10.1231.5791	Census	62,806.29	0.00	0.00	0.00	0.00
10.1211.5791	Local Food Planning	48,062.55	32,542.71	0.00	0.00	0.00
10.5500.5791	SWIMT	8,742.54	25,106.98	21,480.00	26,070.83	16,625.00
Total Grant Pass-through Projects		177,009.77	180,510.81	228,518.00	318,449.02	156,028.01
Shared Services Expenses						
10.8300.8101	Dark Fiber Revenue Share	10,728.67	12,680.96	13,316.00	15,163.50	30,330.00
10.8500.6601	Aggregation of Connectivity	12,420.00	12,420.00	12,000.00	12,000.00	12,000.00
10.8500.6603	Telecom Services (IP addresses)	6,600.00	6,600.00	6,600.00	6,220.02	5,840.04
10.8500.6602	Shared Software Maintenance	51,539.73	0.00	0.00	2,129.91	59,383.80
Total Shared Services Expenses		81,288.40	31,700.96	31,916.00	35,513.43	107,553.84
Total Project Costs		344,613.88	357,641.21	586,707.00	596,811.15	496,131.85
Total Expenses		542,637.01	601,568.66	872,964.83	862,265.10	513,561.85
Net Profit/-Loss		-30,958.02	-316.94	-26,394.83	-6,414.17	35,092.96
Ending Fund Balance		26,991.65	26,674.71	279.88	20,260.54	55,353.50
Fund Balance Reserve (4 month operating expense)		66,007.71	82,890.81	95,419.28	93,835.94	
Fund Balance Excess/-Deficit		-39,016.06	-56,216.10	-95,139.40	-73,575.40	

Region 9 Update

To: Board of Directors
From: Laura Lewis Marchino, Region 9 EDD
Date: September 26, 2022

The transition is now in the hands of the SWCCOG lawyer trying to paper all the changes to update documents for vote. Jessica's leaving has been really tough in terms of losing our historical knowledge of all things COG and placed a huge burden on Shirley in trying to learn their financial systems and make sure bills are paid and items invoiced. Laura has taken on the current grant reporting and board administration duties. To keep you updated, we have received no pushback on the new dues from area governments though more outreach by the Executive Director is needed. Revised bylaws are on the agenda for approval and we have confirmed our current auditor to do a partial year audit if needed for under \$7,000. The changing of the fiscal year seems to be needing the most energy and we are now sure it will not happen by October 1st, but the board structure and meetings will be able to transition.

We are working to where the SWCCOG will be as simple an organization as possible and only administer DOLA grants but there are at least five grants and four open programs (SWIMT, All Hazards, CARO, SJRCD) that are in various stages of transitioning under Region 9. We will make sure to keep the SWCCOG updated. CARO and SJRC&D are moving under Region 9 and new All Hazard and SWIMT grants will be under Region 9, but old grants remain under the SWCCOG until closed. The SWCCOG is also administering the SWTPR, Transit and RHA. The SWTPR and Transit are moving under Region 9, but the RHA will likely find another administrator by the end of the year (that was their intent). We will be keeping some liability insurance for the SWCCOG organization through CIRSA for 2023 as well. We will need an updated services agreement between the COG and Region 9 and David Liberman is working on a draft to bring to both boards by the end of 2022.

Below are highlights of **Region 9's work on the behalf of the SWCCOG in July and August**. The bullets are taken from Region 9's monthly report of activities to our Board of Directors. Questions regarding the below are welcome.

JULY

- There were 4 specific SWCCOG inquiries.
 - Jessica Laitsch will be leaving the organization at the end of July.
 - 1st, 8th – Jessica, Shak and Laura weekly check-in.
 - 5th – Laura had Calkin Housing tour with Shak.
-

Region 9 Update

- 7th – Shak hosted a capacity discussion regarding broadband grants with Jessica, Shirley, Laura and Tiffany.
- 8th – Shak met with Laura and Jessica for training regarding COG projects and transition.
- 11th – Laura attended and led Colorado Association of Regional Organizations meeting.
- 18th – Jessica, Laura and Stephani met with San Juan Resource Conservation District regarding taking on administrative duties for the organization moving forward.
- 18th – Laura, Shirley and Jessica met with the SWCCOG attorney regarding the SWCCOG and Region 9 legal integration.
- 22nd - SWCCOG mention in editorial in the Pagosa Daily Post regarding new STR moratorium.
- 26th – Jessica trained Stephani on the SJRCD transition.

Broadband

- 5th – Shak had Presentation to Archuleta County BOCC.
 - 6th – Shak met with Emily Lashbrooke and Eric Hittle in Pagosa for Broadband.
 - 7th – Shak met with Clearnetworx, Deeply Digital and Empire Electric Association about what building in power space or pole attachment agreements could look like.
 - 7th – Shak met with Region 9 staff to discuss capacity for pursuing regional grants for broadband.
 - 8th – Shak presented to Empire Electric Association’s Board regarding regional broadband plan.
 - 8th -- Shak and Laura attended Highway 151 broadband project discussion meeting in Ignacio.
 - 11th – Shak attended Montezuma County BOCC meeting to present regional broadband plan.
 - 11th – Shak attended Silverton Town Board meeting to present regional broadband intent.
 - 12th – Shak met with VETRO to discuss broadband mapping software.
 - 13th – Shak met with La Plata County BOCC to discuss broadband intent.
 - 13th – Shak met with San Juan County BOCC to discuss broadband intent.
-

Region 9 Update

- 13th – Shak attended Broadband data and mapping webinar.
- 14th – Shak led Southwest Regional Broadband Coordination Meeting.
- 15th – Shak set with Eric Hittle to discuss budgetary data for Broadband Letter of Intent.
- 15th – Shak sent draft letter of intent to broadband core team stakeholders for review.
- 15th – Shak and Laura attended Shak hosted meeting on broadband project numbers for LOI.
- 18th – Shak submitted Letter of Intent to the Colorado Broadband Office.
- 20th – Shak met with Fast Track Internet to discuss regional broadband initiatives.
- 20th – Shak Mmt with Mancos town manager to discuss broadband and housing.
- 21st – Shak met with Region 9 staff to discuss pursuing federal Middle Mile Funding grants.
- 22nd – Shak Met with Regional Broadband leads and Region 9 staff to discuss Federal Middle Mile Funding grants.
- 26th – Shak Met with Southern Ute, Zito, Visionary and Echo Consulting.
- 27th – Shak Met with Cortez, Mancos, Montezuma County, Echo Consulting and Visionary.
- 29th – Shak Hosted Broadband Team Leads meeting.

Transportation

- 7th – Shak attended the STAC meeting.
- 7th Shak met with Teague Kirkpatrick from [RideCo](#) about setting up interagency dispatch, site/app and one click for transit.
- 14th – Shak attended Regional Transit Council meeting.

Housing

- 1st – Shak met with Montezuma Economic Development Coordinator re housing.
 - 7th – Shak, Laura and Jessica attended Regional Housing Alliance meeting.
 - 8th – Shak met with Beth Kremer re housing in San Juan County/Silverton.
-

Region 9 Update

- 12th – Shak met with Western Slope Tiny Homes in Montrose to discuss housing.
- 14th – Shak met with Butch Lewis from Colorado Addiction Recovery Residences to discuss housing – specifically sober living housing
- 20th – Shak met with Mancos town manager to discuss broadband and housing.
- 25th – Shak met with Ute Mountain Ute.
- 27th – Shak attended Mancos Board of Trustees meeting with Higher Purpose Homes.

AUGUST

Broadband

- 5th, 12th, 19th, 26th – Shak met with regional team leads
- 9th – Shak met with Mancos Administrator
- 11th – Shak met with CDOT re regional fiber concerns
- 11th – Shak met with SW Regional Broadband Coordination Team
- 12th – Shak met with Judd Cary from AG's office re broadband application
- 17th – Shak met with Empire Electric re next steps for connecting substations as part of regional project
- 19th – Shak met with Town of Mancos and their engineers
- 22nd – Shak met with State OIT
- 24th – Shak worked on identifying already constructed pieces and potential IRUs that could be leveraged as match
- 29th – Shak followed up meeting with State OIT
- 31st – Shak worked on IRU agreements and matches

Housing

- 2nd – Shak participated in Southwest Colorado Housing Stakeholder Outreach and Engagement seminar with State
 - 4th – Shak moderated RHA meeting
 - 9th – Shak met with Town of Dolores Housing Task Force Meeting
 - 10th – Met with Mod Box Builders
 - 12th, 19th, 26th – Shak met with regional team housing leads
 - 15th – Shak Toured IndieDwell facility in Pueblo with Montezuma County representatives
-

Region 9 Update

- 17th – Shak met with Colorado Association of Recovery Residences (CARR) re: sober living facilities
- 18th – Shak toured Fading West Facility in Buena Vista with Ute Mt Ute Tribe
- 19th – Shak met with regional team leads
- 30th – Shak met Town of Dolores Housing Task Force

Transportation

- 11th – Laura and Shak attended SWTPR meeting
- 23rd – Shak met with Mancos United re youth transportation needs

Community Engagement

- 1st – Shak met with Dolores County BOCC
- 2nd – Shak met with DOLA and UMUT to discuss review process for PUMA matrix
- 4th – Shak met with Dove Creek Town Trustees
- 9th – Shak edited roadmap matrix
- 10th – Shak met with Cortez Chamber of Commerce for community outreach brainstorming session
- 17th – Brian and Shak attended Drive, Lead, Succeed – supply chain issues
- 17th – Shak met with Rico Town Trustees
- 11th, 18th, 25th, 31st – Heather and Shak met with Roadmap team leads
- 23rd – Shak further edited Roadmap matrix
- 25th – Shak met with Mesa Verde Country

Legal Review: N/A

Fiscal Impact: Nothing in addition to Region 9 monthly Admin Fee of \$1,000 and Regional Projects Manager salary.

Staff Recommendation: None

Transfer of Programs

To: SWCCOG Board of Directors
From: Laura Lewis Marchino, Region 9 EDD
Date: September 25, 2022

As part of our integration with Region 9, staff looked at what programs can be brought under the Region 9 umbrella. San Juan Resource and Conservation District (SJRC&D) is one such organization. It is a nonprofit that provides fiscal agent services and grant management to small programs, not yet their own entity. Jessica Laitsch was able to transition this program and train Stephani Burditt at Region 9. A draft contract with SJRC&D is being looked at to transition the fiscal responsibilities to Region 9. The CARO organization is another that will be transferred. This is an organization of all the Colorado regions that meet informally and was not active for the past three years. They are dissolving. The SWCCOG is managing their bank account which goes to the CARO Chair. Miriam was previously the Chair. With Miriam's departure, and their dissolution, the Board will be closing their bank account.

Recommendation:

Action to approve the transfer of these two from the SWCCOG to Region 9.

Section F – Decision Items

Broadband Dark Fiber Maintenance

To: SWCCOG Board of Directors
From: Laura Lewis Marchino, Region 9 EDD
Date: September 25, 2022

The SWCCOG Board was made aware that there is a separate Broadband fund that has about \$19K. Staff asked the Executive Committee to put this item on the September agenda as Jessica explained that the separate account includes only dedicated funds for scan fiber maintenance that was collected from governments around 2018. It appears that the SWCCOG gets about \$65K from dark fiber leases annually right now, but that money goes into the operating account and has been used for operating. There is previous SWCCOG board action approving that, and that it was meant to be temporary. Moving forward, Staff would like to deposit the dark fiber leases directly into the restricted broadband fund with the uses to be used for maintenance, grant match or other broadband needs to be defined.

Recommendation:

The recommended action is to approve putting all dark fiber lease income into the broadband account for broadband specific purposes beginning for the last quarter of 2022.

Da

Contract to Manage Montezuma scan fiber

To: SWCCOG Board of Directors
From: Laura Lewis Marchino, Region 9 EDD
Date: September 25, 2022

The SWCCOG received 144 strands of fiber from a Montezuma County fiber build that Miriam was involved in 2021. 2210 Cortez is a data center located strategically in Cortez (the Four Corners) and provides secure fiber management for a variety of private and public entities. Kristine Nunn Fraley approached Region 9 about possibly managing and leasing our 144 strands of fiber. They are willing to provide a 50/50 share of the income and the SWCCOG can keep ownership of some of the strands (we are thinking 12 at this point) for our own use. At this point, the SWCCOG is not able to coordinate advertising and leasing our fiber, and in fact, is still struggling to find records of what scan fiber is still available and the start and stop points for fiber currently leased, and how much fiber is still available. Shak has been working to reach Miriam and a few “long ago” IT folks to see what we can learn. Staff feels there is a benefit to a company with fiber experience working with us on the fiber located in their service area. We also received a copy of Cortez’s IRU with 2210 that show similar timeframes and information sharing.

Legal Review: Region 9 attorney reviewed draft contract.

Recommendation:

Staff is requesting approval to work with 2210 Cortez to finalize a contract to manage and lease the above-mentioned strands for the SWCCOG and how many strands to keep. Any income would go into our broadband fiber fund.

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Fiber Management Contract

Between

Southwest Colorado Council of Governments

And

2210Cortez, LLC

DRAFT

I. Purpose

The purpose of this Memorandum of Understanding (“MOU”) is to define a working relationship between the Southwest Colorado Council of Governments (hereinafter “SWCCOG”) and 2210Cortez, LLC, whose contact information is (c/o contact, address, telephone, email) _____ (hereinafter “2210Cortez”). Per ~~this~~ agreement, 2210Cortez will, as an independent contractor of -work with the Southwest Colorado Council Of Governments to SWCCOG, manage and market 144 dark fiber strands (hereinafter “SWCCOG Fiber”) allocated and located on the Express Cable (hereinafter “Express Cable”), which are comprised of:

The dark strands owned by SWCCOG that are subject to this MOU are as follows:

Of the 144 strands of dark fiber beginning at 2210Cortez’ Meet Me Room, located at 2210 East Main Street in Cortez, Colorado and terminating at 2210Cortez’ Fiber Hut, located on County Road G.2 in Cortez, Colorado, 2210Cortez will manage and market 144 dark fibers.

However, reserving to the SWCCOG, exclusive use of _____ strands of such stands of SWCCOG Fiber

II. Parties

A. SWCCOG

SWCCOG, located at 135 Burnett Drive, Unit 1, Durango, Colorado 81301, is a government entity that owns dark fiber optic strands located within Montezuma County boundaries, whose contact information is as follows: (c/o contact, address, telephone, email) _____.

B. 2210Cortez, LLC

2210Cortez, LLC, located at 2210 East Main Street, Cortez, Colorado 81321, is a neutral data center facility capable of marketing and managing dark fiber strands and distributing Indefeasible Right of Use Agreements (hereinafter “IRUs”) to third party service providers, whose contact information is (c/o contact, address, telephone, email) _____, 2210 Cortez federal employer I.D. number is:

2210Cortez, LLC agrees to maintain all required insurance and all required business licenses during the length of the contract.

Commented [LL1]: How did SWCCOG obtain ownership of the Fiber. Does it own it outright or is it owned by someone else and leased to SWCCOG. If part of SCAN, is it only excess capacity in the dark fiber that we would have them market and lease?

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III. Cooperative Actions
A. SWCCOG

SWCCOG will not be responsible for maintenance of their fiber strands within the Express Cable. Maintenance of the Express Cable is provided by a third-party MOU.??? Who provides?

The IRU License agreement is confidential and proprietary property of 2210Cortez. SWCCOG agrees to maintain confidentiality of the IRU License Agreement to the extent allowed by CORA, Colorado law, or court order.

B. 2210Cortez, LLC

2210Cortez agrees to market and lease IRUs for those a portion of the Express Cable of 144 strands of fiber allocated to SWCCOG that begins at the neutral data facility located at 2204 East Main Street, Cortez, Colorado 81321, and terminates at the fiber hut located on Montezuma County Road G.2, Cortez, Colorado 81321. except for those strands reserved by SWCCOG - 2210Cortez will advertise, identify key routes, entrances, and redundancy options, and sell IRUs to future Carriers, Service Providers, Small Cell Backhaul Providers, Connectivity and other customers.

2210Cortez agrees that the opportunity to lease a portion of the Express Cable of SWCCOG's dark fiber strands shall be available on an open access basis to all Carriers, Service Providers, Network Providers, Small Cell Backhaul Providers, Connectivity and other customers in the event dark fiber strands are available.

2210Cortez will maintain and make any necessary repairs to the Inside Plant and the 2210Cortez Fiber Hut. What is Inside Plant?

2210Cortez shall not lease any portion of the fiber allocated to SWCCOG for a term that extends beyond July 12, 2047. Leases shall be subject to early termination for reasons of >>>>>>(non-payment, default, and shall be subject to this agreement. Forms of lease to be reviewed and approved by SWCCOG.

Any lease agreement for fiber entered between 2210Cortez and a third-party customer is subject to this Agreement and shall not violate any terms of this Agreement.

Commented [LL2]: If SWCCOG owns, and they are performing service for SWCCOG it seems to me that SWCCOG has rights to know about the IRU agreements, and may have to supply. I think I can locate language from similar agreements perhaps

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Commented [LL3]: I think I have some language may want to include here from sample Eagle net agreements from a long time ago.

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Commented [LL4]: May want to define the terms in this sentence.

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Commented [LL5]: Who negotiates terms and payments of those agreements. What are minimum marketing requirements.

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IV. Revenue Sharing

2210Cortez agrees to pay SWCCOG ____ percent of any gross revenue that it earns as a result of leasing SWCCOG's dark fiber strands. 2210Cortez' payments to SWCCOG shall be made ~~quarterly~~ monthly.

2210Cortez agrees to disclose its monthly financial statements showing all revenue earned as a result of the lease of SWCCOG dark fiber to a chosen representative of SWCCOG. Such disclosures shall be made ~~quarterly~~ monthly.

2210Cortez shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, and licenses necessary for the execution of the Work contemplated herein.

Commented [LL6]: When SWCCOG did this for its members excess capacity, I think it received 25 percent of proceeds for the work it performed in marketing/leasing dark fiber.

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V. Periodic Review

SWCCOG and at least one representative from 2210Cortez shall meet annually, around the anniversary date of this MOU, for the purpose of jointly evaluating the terms and conditions of the MOU. Both parties should notify one another if the primary point of contact changes.

VI. Term and Termination

This MOU becomes effective upon signature by at least one authorized representative from both parties and will remain in effect until July 12, 2047, unless terminated earlier. 2210Cortez shall not enter into any agreements with third-party customers for lease terms that exceed the duration of this Agreement. Upon termination of this agreement, 2210 shall notify the third-party customers that their agreement has ended. Six months prior to expiration of this Agreement, the parties will meet to review the progress and success of the cooperative effort. At the time of the meeting, this MOU may be extended for an additional term upon the mutual agreement of both parties. This Mou is subject to annual appropriation by SWCCOG.

Additionally, either party may terminate this memorandum of understanding at any time by providing the other party written notice 90 days prior to termination, with or without cause.

In addition, SWCCOG, may immediately terminate this contract, if Contractor:

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- (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.
- (11) Engages in a conflict of interest with the project.

SWCCOG's approval of any services or any payment hereunder shall not in any way relieve 2210Cortez of the responsibility for the accuracy and completeness of the services, or for compliance with terms, requirements and specifications applicable thereto; and no such approval shall constitute a waiver of any rights of the SWCCOG under this Agreement, or of any cause of action arising out of or in any way connected with this Agreement.

Upon receipt of notice of Termination, 2210Cortez shall immediately discontinue all services affected and deliver to the SWCCOG all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. The SWCCOG shall be liable only for payment for accepted services rendered before the effective date of termination.

VII. Indemnification

2210Cortez shall indemnify, save, hold harmless, and defend the SWCCOG and all its officials and employees from any and all liability, claims, demands, actions, and attorney fees arising out of, claimed on account of, or in any manner predicted upon breach of contract, or loss or damage to the property of, injuries to, or death of all persons whatsoever or which may occur or be sustained in connection with performance or non-performance of this contract to the extent permitted by law. Notwithstanding, each party is responsible for any damage caused as a result of the acts or omissions of that party's own employees, agents, or representatives.

VIII. Insurance

2210Cortez agrees to procure and maintain, at its own cost, a policy or policies of insurance in accordance with the minimum requirement of the state throughout the duration of the Work including Workers Compensation, General Liability, and Auto Insurance, or in the minimum amount stated below, whichever is greater.

A certificate of insurance shall be provided to SWCCOG and shall be completed by the 2210Cortez's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to SWCCOG. SWCCOG

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will be listed as additionally insured on all General Liability policies.

2210Cortez shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness, disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting from 2210Cortez's actions or inactions as a result of this Agreement.

2210Cortez agrees to obtain and keep in force during the term of this Agreement the specific coverage described below relating to the work. Such insurance shall be in form and with insurance carriers satisfactory to SWCCOG and without additional cost to SWCCOG unless otherwise provided herein. 2210Cortez shall furnish the SWCCOG certificates of insurance and they shall state that a thirty-day notice of prior cancellation or change will be provided to the SWCCOG. Additionally, the SWCCOG shall be an additional insured on all Commercial or Comprehensive General Liability policies.

2210Cortez shall maintain, at a minimum: General Liability Insurance: 2210Cortez shall obtain and maintain general 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 named as additional insured and that the SWCCOG be notified no less than 45 days in advance in the event of a cancellation. The SWCCOG requires a copy of a Certificate of Insurance or other evidence of 2210Cortez obtaining and maintaining such insurance as is required hereunder as a condition prior to performing the tasks outlined in this Agreement.

Workers Compensation: 2210Cortez shall secure, maintain and provide verification of all necessary Worker's Compensation insurance as may be required by law to provide coverage for its employees hereunder.

IX. Governmental Immunity

The SWCCOG does not waive its governmental immunity.

X. Breach

Any failure of either party to perform in accordance with the terms of this agreement shall constitute a breach. Failure to cure the breach within thirty business days after written notice to the address contained herein shall be grounds for the non-breaching party to terminate this agreement and exercise all legal remedies available. All obligations to pay damage or loss, and to indemnify shall survive termination. Any dispute concerning the performance or interpretation of the MOU 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

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within 45 days after referral, either party may file legal action. Any litigation will be filed in District Court of La Plata County or if federal law applies, in the applicable Colorado Federal District Court. In the event this contract is litigated, the prevailing party shall be entitled to all litigation expenses, collections fees, witness fees, court costs and reasonable attorney fees

XI. No Special Damages.

Notwithstanding any other provision hereof, 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.

XII. It is understood and agreed that this Agreement does not establish a separate legal entity, nor does it make any party as an agent of any other party for any purpose whatsoever.

XIII. No representation is made by the SWCCOG as to the enforceability of any term of the contracts with the third party customers.

XIV. Costs of Performance

Each party shall, at all times, and subject to annual appropriation, be responsible for its own costs incurred in the performance of this Agreement, and shall not receive any reimbursement from any other party, except for third party reimbursements.

IX. Independent Contractor

2210Cortez shall perform said services in its own way in the pursuit of its independent calling and not as an employee of the 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.

2210Cortez and any persons employed or retained by it for the performance of services hereunder shall be independent Contractors and not employees or agents of the SWCCOG. Nothing in the Agreement shall be construed as establishing a quality standard for 2210Cortez or for any person employed or retained by it, nor as establishing any right on the part of the SWCCOG to oversee the actual work of 2210Cortez or to instruct it as to how the work will be performed; except that it shall be a condition of this Agreement that 2210Cortez shall be

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responsible for meeting the program expectations of the SWCCOG, and the terms, requirements, and specifications established herein, in the performance of services hereunder.

This Agreement is for the Work described above, which services are to be provided through such persons as are selected by, and are subject to the training, control and supervision of 2210Cortez.

Nothing in this Agreement shall require 2210Cortez to perform services exclusively for the SWCCOG.

2210Cortez shall have the right to employ or retain such assistance as may be required for the performance of services under this Agreement. The Contractor shall be solely responsible for the compensation, insurance, taxes, withholding and all clerical detail pertaining to such assistance.

X. Warranties by the Contractor

A. 2210Cortez warrants that the quality of its services under this Agreement shall conform to the level of professional quality performed by dark fiber marketing and leasing experts regularly rendering this type of service as of the time services were rendered.

B. 2210Cortez warrants that it has all the skills, experience, and professional licenses necessary to perform the services specified in this Agreement.

C. 2210Cortez warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the services specified in this Agreement.

XI. Severability

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

XII. Construction

Each and every term, provision, or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law.

XIII. Assignment

This Agreement may only be assigned with the express written consent of the parties, and will thereafter be binding upon the successors and assigns.

XIV. Third party beneficiaries

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It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the named parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the named parties that any person other than the named parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only. However, the SWCCOG shall be considered a third party beneficiary of any contract between 2210Cortez and any third parties leasing SWCCOG Dark Fiber.

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XV. Miscellaneous

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

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2210Cortez at all times, agrees to observe all applicable Federal and State Laws, city and county rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

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2210Cortez and any of its officers, employees or Contractors do not have the authority to obligate the SWCCOG to contracts or expenditures.

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

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VII. Enforceability, Governing Law, and Jurisdiction

This Agreement is intended to be enforceable by either party to the full extent allowed by law. This Agreement is to be governed under and be construed pursuant to the laws of the State of Colorado. The parties agree that any action or proceeding brought to enforce or declare rights arising out of or relating to this Agreement will be brought exclusively in Montezuma County, Colorado. Signature page follows.

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Signature Page

Southwest Colorado Council of Governments

Name, Title

Date

2210Cortez, LLC

Kristine Nunn Fraley, COO

Date

DRAFT

Illustrative Form of Letter of Credit

The narrative detailed below is for illustrative purposes only; actual details will vary by applicant.

[Subject to Issuing Bank Requirements]

No. _____

[Name and Address of Issuing Bank]

[Date of Issuance]

[AMOUNT]

[EXPIRATION DATE]

BENEFICIARY

National Institute of Standards and Technology

NIST Account Receivable Group
100 Bureau Drive MS-1624
Gaithersburg, MD 20899-1624

LETTER OF CREDIT PROVIDER

[Applicant Name]

[Address]

NIST Grants Office:

We hereby establish, at the request and for the account of [Applicant], in your favor, our Irrevocable Standby Letter of Credit No. _____, in the amount of [State amount of Letter of Credit in words and figures].

The relationship between the National Telecommunications and Information Administration (NTIA) and the National Institute of Standards and Technology (NIST) is critical to this Letter of Credit. The Middle Mile Grant Program, for which this Letter of Credit is required, is operated from a programmatic perspective by the NTIA. The NIST Grants Office assists the NTIA in financial matters relating to the grant, including assisting grant applicants in drawing down funds for spending. For this reason, NIST is named the beneficiary of this Letter of Credit. However, as shown in this letter and in the attached forms, NTIA and NIST jointly control the Form of Draft (Annex A), the Draw Certificate (Annex B), and the Certificate Regarding Termination of Letter of Credit (Annex C) to the benefit of NIST.

This Letter of Credit shall automatically renew for one (1) year periods from the then current Expiration Date unless [Issuing Bank Name] gives written notice of non-renewal to [Applicant] with a copy to NIST (NIST Grants Management Division, 100 Bureau Drive MS-1650, Gaithersburg, MD20899-1624, Attn: Middle Mile Grants Officer) and the NTIA (Sarah Bleau, Director of Middle Mile, Office of Internet Connectivity and Growth, National Telecommunications and Information Administration, U.S. Department of Commerce, 1401 Constitution Avenue, NW, Washington, DC 20230) by a national recognized overnight delivery service at least sixty (60) days but not more than ninety (90) days prior to the expiry thereof or such earlier date as the Letter of Credit is terminated by the [NTIA (the "Expiration Date")]. The

amount of the Letter of Credit may decrease/additional letter(s) may be issued pursuant to the Middle Mile Grant Program Notice of Funding Opportunity (NOFO) Section III.B.1.b. The [Issuing Bank Name] must send NIST and NTIA a copy of any letters indicating a decreased amount/additional letter(s) issued. Capitalized terms used herein but not defined herein shall have the meanings accorded such terms in the NOFO.

Funds under this Letter of Credit are available to NIST against NIST and NTIA draft in the form attached hereto as Annex A, drawn on our office described below, and referring thereon to the number of this Letter of Credit, accompanied by NTIA written and completed certificate signed by NIST and NTIA substantially in the form of Annex B attached hereto. Such draft and certificates shall be dated the date of presentation or an earlier date, which presentation shall be made at our office located at [BANK ADDRESS] and shall be effected either by personal delivery or delivery by a nationally recognized overnight delivery service. We hereby commit and agree to accept such presentation at such office, and if such presentation of documents appears on its face to comply with the terms and conditions of this Letter of Credit, on or prior to the Expiration Date, we will honor the same not later than the first banking day after presentation thereof in accordance with your payment instructions. Payment under this Letter of Credit shall be made by check to the payee and at the address designated by NIST, in accordance with the instructions set forth in a draft presented in connection with a draw under this Letter of Credit.

Partial drawings are permitted under this Letter of Credit. This Letter of Credit is not transferable or assignable in whole or in part. NIST and NTIA may only draw upon this letter of credit once it has been sufficiently established via a signed letter from the NIST Grants Officer that, after the recovery of NTIA Middle Mile Grant Program funded assets, an additional debt amount remains. NIST and NTIA may only draw in the amount of debt established.

This Letter of Credit shall be canceled and terminated upon our receipt of the Certificate Regarding Termination of Letter of Credit signed by an authorized representative of both NIST and NTIA in the form attached as Annex C.

This Letter of Credit sets forth in full the undertaking of the Issuer, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except only the certificates and the drafts referred to herein and the ISP (as defined below); and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except for such certificates and such drafts and the ISP.

This Letter of Credit shall be subject to, governed by, and construed in accordance with, the International Standby Practices 1998, International Chamber of Commerce Publication No. 590 (ISP), which is incorporated into the text of this Letter of Credit by this reference, and, to the extent not inconsistent therewith, the laws of the [insert name of state for bank], including the Uniform Commercial Code as in effect in the [insert name of state for bank]. Communications with respect to this Letter of Credit shall be addressed to us at our address set forth below, specifically referring to the number of this Letter of Credit.

[NAME OF BANK]
[BANK SIGNATURE]

ANNEX A
Form of Draft

To: [Issuing Bank]

DRAWN ON LETTER OF CREDIT No: _____

AT SIGHT

PAY TO THE ORDER OF THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY BY
CHECK TO NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY ACCOUNTS
PAYABLE

FUNDS TO: NIST Accounts Receivable Group
 100 Bureau Drive MS-1624
 Gaithersburg, MD 20899-1624
 AS [MIDDLE MILE GRANT PROGRAM DRAW]

[AMOUNT IN WORDS] DOLLARS AND NO/CENTS

\$(AMOUNT IN NUMBERS)

National Telecommunications and Information Administration

By: _____

Name:

Title:

National Institute of Standards and Technology Grants Officer

By: _____

Name:

Title:

ANNEX B
Draw Certificate

The undersigned hereby certifies to [Name of Bank] (the Bank), with reference to (a) Irrevocable Standby Letter of Credit No. [Number] (the Letter of Credit) issued by the Bank in favor of the National Institute of Standards and Technology (NIST) and pursuant to which [Name of Applicant] has provided the Letter of Credit (all capitalized terms used herein but not defined herein having the meaning stated in the Middle Mile Grant Program Notice of Funding Opportunity), that:

[The [Name of Applicant] has [describe the event that triggers the draw], and is evidenced by a letter signed by the NIST Grants Officer, dated __, 20__, a true copy of which is attached hereto.] Accordingly, a draw of the requested amount of the Letter of Credit No. _____ is authorized.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of [specify time of day] on the ____ day of _____, 20__.

National Telecommunications and Information Administration

By: _____

Name:

Title:

National Institute of Standards and Technology Grants Officer

By: _____

Name:

Title:

ANNEX C
Certificate Regarding Termination of Letter of Credit

The undersigned hereby certifies to [Name of Bank] (the Bank), with reference to (a) Irrevocable Standby Letter of Credit No. [Number] (the Letter of Credit) issued by the Bank in favor of the National Institute of Standards and Technology (NIST), (all capitalized terms used herein but not defined herein having the meaning stated or described in the Middle Mile Grant Program Notice of Funding Opportunity), that:

- (1) [include one of the following clauses, as applicable]
 - (a) The Middle Mile Grant Program Notice of Funding Opportunity and the Award Terms and Conditions of [Applicant]'s Middle Mile Grant Program award have been fulfilled in accordance with the provisions thereof; or
 - (b) [Applicant] has provided a replacement letter of credit satisfactory to the National Institute of Standards Grants Officer and Technology and the National Telecommunications and Information Administration.

- (2) By reason of the event or circumstance described in paragraph (1) of this certificate and effective upon the receipt by the Bank of this certificate (countersigned as set forth below), the Letter of Credit is terminated.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the ____ day of _____, 20__.

National Institute of Standards and Technology Grants Officer

By: _____

Name:

Title:

COUNTERSIGNED:

National Telecommunications and Information Administration

By: _____

Name:

Title:

Revised Bylaws memo

To: SWCCOG Board of Directors
From: Laura Lewis Marchino, Region 9 EDD
Date: September 25, 2022

Per the SWCCOG integration plan, the SWCCOG Attorney, David Liberman reviewed the SWCCOG's organic documents, consisting of its articles of association, its member IGA, and its bylaws to determine which Colorado statutes apply. A list of all relevant statutes are below and attached are revised bylaws that streamline SWCCOG duties.

SWCCOG's Amended and Restated Articles of Association ("Articles") provide The SWCCOG will serve as an Association of Governments pursuant to Article XIV, Section 18 of the Colorado Constitution and Sections 29-1-201 et seq, 29-1-401- and 29-1-402 Colo. Rev. Stat. and exercise all powers thereunder. It also serves as the Regional Planning Commission. Articles at 3.D. For purposes of fulfilling its purposes and functions, the SWCCOG shall be a body politic and corporate and as such is subject to all rights, duties and obligations as such may affect the members of the SWCCOG. Articles at 3. In my opinion, the Articles do not need amendment.

Similarly, SWCCOG's Intergovernmental Agreement provides that CRS 29-1-201 is the authority for the SWCCOG. In my opinion, the Intergovernmental Agreement does not require modification.

Finally, SWOOCG's Second Amended Bylaws ("Bylaws"), provide that the SWCCOG is a separate governmental entity formed by IGA pursuant to CRS 29-1-201. It also provides the SWCCOG is an association formed by the Member Jurisdictions pursuant to CRS 29-1-401 and 402. It provides in Article V, paragraph 1, for an annual budget and fiscal year following the calendar year, submission of estimated budget by September 1, and adoption of budget by December 15. It provides in Article V, paragraph 3 for SWCCOG to comply with Local Government Budget Law at CRS 29-1-101, Local Government Uniform Accounting Law at CRS 29-1-501 et seq., and Local Government Audit Law at CRS 29-1-601 et seq. It provides in Article X, that the SWCCOG is an instrumentality of its member political subdivisions, and therefore is entitled to Governmental Immunity Act protections. In my opinion, the Bylaws require significant amendment to simplify the SWCCOG under permanent or semi-permanent management by Region 9. Possible changes are attached in the redline document attached.

The attached statutes, are what governs the SWCCOG, including the Intergovernmental Agreement provisions of CRS 29-1-201 et seq., Associations formed provisions of CRS 29-1-401 et seq., Local Government Budget Law of Colorado provisions of CRS 29-1-101 et seq., Local Government Uniform Accounting Law, CRS 29-1-501 et seq., and the Local Government Audit Law, CRS 29-1-601 et seq.

Revised Bylaws memo

CRS 29-1-201 implements the constitutional provisions concerning governments contracting and cooperating with one another and provides the powers in the part 2 are to be liberally construed.

CRS 29-1-202 describes what governments and political subdivisions can participate, including a county, city, town, service authority housing authority, special districts, any political subdivision of the state, any department of the state government or of the US, federally recognized Indian Tribes, and other entities.

CRS 29-1-203 allows the government contracts to provide any function, service or facility any of the governments to be set forth a contract setting forth the purposes, powers, rights, obligations and responsibilities or otherwise of the contracting parties, states that the contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity, and provides articles 10.5 (Public Deposit Protection Act) and 47 (Savings and Loan Association Public Deposit Protection Act) of title 11, CRS shall apply to moneys of such separate legal entities.

CRS 29-1-203.5, allows any combination of counties, municipalities, special districts or other political subdivisions of the state, each authorized to own, operate, finance or otherwise provide public improvements to contract for the establishment of a separate legal entity to provide such public improvements, functions or services, which is a political subdivision and public corporation of the state and is separate from the parties to the contract if the contract or an amendment to the contract states the entity is formed in conformity with the provisions of this section and the provisions of this section apply. It also provides that the contract should name the purpose and functions or services to be provided, that its governed by a board of directors in which the legislative power is vested including number of directors, manner of appointment, term of office, compensation if any, and procedure for filling vacancies of the board, officers of the entity and manner of selection and duties, voting requirements except that unless otherwise provided a majority of directors constitutes a quorum, and a majority of the quorum is necessary for any action by the board. A separate legal entity established by contract pursuant of CRS 29-1-103 shall file a copy of the contract andy any amendments with DOLA. Upon dissolution of the entity, the property is transferred to or at the direction of one or more of the contracting political subdivisions.

CRS 29-1-205 requires within thirty days after a request form DOLA for a list of all contracts, must provide same to DOLA.

CRS 29-1-401 governs associations formed and maintained by two or more political subdivisions of the state for purposes of promoting through investigation, discussion, and cooperative effort interests and welfare of the several political subdivisions of the state of Colorado and to promote a closer relation between them.

CRS 29-1-402 provides that any such association shall be an instrumentality of the political subdivisions that are its members.

Revised Bylaws memo

CRS 29-1-102 concerns local government budget law of Colorado. It provides that the fiscal year means the period commencing January 1 and ending December 31, except that water conservancy districts may follow the federal fiscal year. It provides that Local governments includes entities formed by intergovernmental agreement or other contact between or among them. However, It provides that local governments does not include political subdivisions formed pursuant to CRS 29-1-401. SWCCOG, which is both formed by intergovernmental agreement, and is also an association, is therefore a local government under the budget law, in my opinion, to be conservative. In my opinion, the SWCCOG as an association is also a spending agency.

CRS 29-1-103 provides for each local government to adopt an annual budget, unless the financial activities of any local government are fully reported in the budget or budgets of a parent local government or governments, then a separate budget is not required. This section describes the budgeting requirements of a local government as well.

CRS 29-1-105 requires local governments and spending agencies to prepare and submit budget estimates and last fiscal years budgeted figures for the budget year. Also, no later than October 15, person should submit the budget to the Board during a meeting.

CRS 29-1-106 requires that upon receipt of budge, board needs to cause budget notice to be published with the required information in it, including date and time of budget hearing, where it is available for inspection.

CRS 29-1-108, requires the board of the governing body of the local government to have a a public hearing to consider adoption of budget. Majority must vote to approve budget. Need to do this by December 31.

Per CRS 29-1-109 requires Board to approve any supplemental appropriations, or changed budgets by ordinance or resolution. This needs to be filed with DOLA.

CRS 29-1-113, no later than 30 days after the beginning of the fiscal year of the budget adopted, the board needs to cause a certified copy of the budget, including budget message to be filed in the office of the division. Also, budget and resolution or ordinance approving it needs to be filed with the officer or employee of the SWCCOG whose duty it is to disburse money or payment orders.

CRS 29-1-110 provides that no spending agency may expend or contract to expend any money or incur any liability or enter into any contract which exceeds amounts appropriated, and that multiple year contracts may only be entered into where allowed by law or if subject to annual appropriation.

CRS 29-1-111, allows in cases of emergency not foreseen at time of budget the governing body may authorize expenditure of funds by majority vote at a public meeting, and certified copy be filed with DOLA.

CRS 29-1-113, requires filing of budget with DOLA no later then 30 days following beginning of fiscal year.

CRS 29-1-114 provides that the officer of employee of SWCCOG whose duty it is to disburse money or issue pay orders needs to keep in his or her office a record

Revised Bylaws memo

showing the amounts authorized by appropriation and the draw against the same, and record of transfer of moneys and any additional expenditures. Needs to be kept to show at all times unexpended balance in each fund. No money should be paid in excess of amounts available as shown by said record or report. Needs to report to the SWCOOG as required by its board.

CRS 29-1-115 provides that any member of the local government or employee or agent of the spending agency who fails to perform duties under budget law is guilty of malfeasance and shall be removed from office upon conviction.

CRS 29-1-501 et seq. is the Local Government Uniform accounting law. CRS 29-1-502 defines "local government as any other entity, organization or corporation formed by intergovernmental agreement of a county, municipality, city or other political subdivision of the state of Colorado. This would include the SWCCOG. However, it provides that local government does not include any association of political subdivisions formed pursuant to CRS 29-1-401. As it applies to SWCCOG in respect to an entity formed by intergovernmental agreement, I believe SWCCOG is a local government and should comply.

CRS 29-1-506 requires SWCCOG board needs to make an annual inventory of property, both real and personal, belonging to it except that an inventory shall be required only with respect to items of property having an original cost that equals or exceeds an amount established by the governing body of each local government, unless such items having a value of less than the amount established by such governing body are required to be inventoried by directive of the state auditor.

CRS 29-1-602 is the local government audit law. CRS 29-1-602 provides that fiscal year is period commencing January 1, and ending December 31, except for water conservancy districts which can follow federal fiscal year. Id. at 4. It defines Local government as a corporation or other entity organization or contract formed by intergovernmental agreement or other contract between or amount county, municipality, city and county or other political subdivision of state of Colorado. Id. at 5(a). Except for purposes of Section 29-1-603, 604, and 606, local government does not include any association of political subdivisions formed pursuant to CRS 29-1-401.

CRS 29-1-603 requires the governing body of each local government to make an annual audit of the financial statements of the local government for each fiscal year. To the extent the financial activities of it are fully reported in the audit or audits of a parent local government or governments, a separate audit is not required. Such audit shall be made as of the end of the fiscal year of the local government, or more frequently as required by the governing body. The audit shall be made by CPA and filed with state auditor no later than thirty days after the report is received by the entity.

CRS 29-1-604 allows the governing body to file an application for exemption from audit within three months after close of fiscal year, if revenues or expenditures are not more than certain amounts set forth in the statute.

Revised Bylaws memo

CRS 29-1-606 requires, each audit must be completed within 6 months of the close of the fiscal year. One copy of audit must be kept at principal office of the SWCCOG, and available for inspection at all reasonable times. SWCCOG shall forward copy of audit within 30 days after receipt of the audit to state auditor.

SWCCOG will also have to follow Colorado Open Meetings Law located in CRS 24-6-402. Under the Open Meetings Law, CRS 24-6-401 et seq., the SWCCOG needs to have meetings any time a quorum of its board will consider adoption of any policy, position, resolution, rule, regulation or formal action that may occur. Meetings need to be given full and timely notice, and notice must be posted in a designated place within the SWCCOG boundaries no less than twenty four hours prior to a meeting. The public place for posting of notice needs to be designated annually at the first regular meeting of each calendar year. Also, meeting minutes need to be kept and made available for inspection.

SWCCOG also has to follow the Colorado Open Records Act at CRS 24-72-201 et seq., and will need to designate an official custodian of its records for Open Records Request compliance and requests, and needs to maintain its records, and needs to make sure that someone is there to follow the SWCCOG open records request policies.

SWCCOG's Bylaws, Article X, section 3.5 requires SWCCOG to at all times maintain adequate public entity liability insurance in amounts no less than as described in CRS 24-10-115(1), including errors and omissions coverage.

Legal Review: Yes

Recommendation:

The recommended action is to approve the updated bylaws to be effective beginning Jan. 1, 2023.

SECOND AMENDED BYLAWS OF THE SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

ARTICLE I Adoption and Effect

These Second Amended Bylaws shall become effective upon the adoption thereof by a two-thirds majority of the voting representatives of the Southwest Colorado Council of Governments (hereinafter, the "SWCCOG" or "Board") (a separate governmental entity formed by intergovernmental agreement pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201 et seq., Colorado Revised Statutes) at any regular meeting, and according to the procedure established for voting by the Articles of Association ("Articles") and shall not be construed to operate in contravention of any provision of said Articles, or of the Intergovernmental Agreement for The Southwest Colorado Council of Governments ("SWCCOG Member IGA"). Any provision herein determined to be contrary to or in violation of said Articles or SWCCOG Member IGA shall be null, void, and of no effect.

The SWCCOG is an "association" formed by the Member Jurisdictions, as defined below, pursuant to C.R.S. §§ 29-1-401 and 402.

ARTICLE II Representatives of Member Jurisdictions, Term, Voting, Conflicts of Interest, Vacancies, Quorum, Compensation

1. Representatives

A "Member Jurisdiction" is a city, county or town in the five county area served by SWCCOG that has a current executed SWCCOG IGA. Each Member Jurisdiction shall be entitled to a voting representative on the SWCCOG Board of Directors as set forth in these Bylaws. A Member Jurisdiction shall appoint a representative and alternate to the SWCCOG. The Southern Ute and Ute Mountain Ute Tribes, as "Affiliate Members" of the SWCCOG, shall each be entitled to appoint one non-voting representative. [For convenience, the Member Jurisdictions agree that each of their voting representative shall be the same person as appointed to attend the Region 9 Economic District of SW Colorado meetings.](#)

2. Term

Unless sooner replaced by the appointing Member Jurisdiction, the term of each representative and alternate representative shall be two years and shall commence at the first regular SWCCOG meeting held in January.

3. Allocation of Voting Rights

A Member Jurisdiction's representative shall be entitled to one (1) vote on all matters that may be cast by the representative or alternate representative if the representative is absent. Affiliate Members' representatives are not entitled to vote.

4. Conflict of Interest

No representative to the Board or alternate representative nor any immediate member of the family of any such representative shall acquire or have any interest, direct or indirect, in (a) any property or property acquired, held, leased or sold by the SWCCOG; or (b) any entity with whom the SWCCOG has contracted with to plan, finance, construct, reconstruct, repair, maintain, manage or operate any property, project or program related to the SWCCOG. If any representative or alternate representative has such an interest, whether direct or indirect, he or she shall immediately disclose the same to the Board, and such disclosure shall be entered upon the minutes of the Board. Upon such disclosure, such representative shall not participate in any action by the Board affecting the project, property, or contract unless the Board determines that, in light of such personal interest, the participation of such member in any such act would not be contrary to the public interest, and that such action is authorized by applicable Colorado law regarding conflicts of interest, public trust and fiduciary duty.

5. Vacancies

If any SWCCOG representative shall cease to hold office on the governing board or cease to hold his or her appointed position of its Member Jurisdiction, a vacancy shall exist and the appointing Member Jurisdiction shall fill the vacancy and such appointee shall serve until the expiration of the original representative's term. [For convenience, the Member Jurisdictions agree that each of their voting representative shall be the same person as appointed to attend the Region 9 Economic District of SW Colorado meetings.](#)

6. Quorum

A quorum shall consist of at least one half plus one of the total number of voting representatives. Any representative may attend a meeting of the Board in person, or by remote, electronic or telephonic communication methods provided the representative may hear and be heard by others attending the meeting.

7. Proxy Voting

Proxy voting is not permitted.

8. Vote

A simple majority of votes cast at any meeting shall be required to adopt any matter before the SWCCOG or by any duly authorized SWCCOG Committee, except as otherwise provided herein.

9. Compensation

No representative shall receive any pay or other compensation from the SWCCOG for acting as such, except that a representative may be reimbursed for expenses incurred on behalf of the SWCCOG upon approval of a majority of the representatives.

ARTICLE III

Officers

1. Officers

The SWCCOG will elect a Chair, Vice Chair and Secretary-Treasurer from among its representatives. No representative may be an officer unless **its Member Jurisdiction has a current SWCCOG Member IGA.**

A. **Chair:** The Chair shall preside at all meetings of the SWCCOG and shall be the chief officer of the SWCCOG. The Chair will only be able to vote in the event of a tie. The governmental entity that appointed the person named Chair will be able to appoint an additional voting representative to the SWCCOG. ~~The Chair may serve successive 1 year terms as voted upon by the representatives.~~ The Chair may be authorized by the Board to finalize and execute contracts and other documents.

B. **Vice Chair:** The Vice Chair shall exercise the functions of the Chairman in the Chair's absence or incapacity.

C. **Secretary-Treasurer:** The secretary shall (i) cause to be kept the official minutes of the proceedings of the Board and any committees of the SWCCOG, (ii) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law, and (iii) shall perform such other duties as may be consistent with his or her office or as may be required by the Chair. ~~These duties may be delegated to staff or contractor as appropriate.~~ The Secretary-Treasurer shall review all bills and shall authorize their payment in accordance with the direction of the Board. The Secretary-Treasurer shall regularly review and approve financial reports and see that they are forwarded to the Board.

2. Election of Officers:

Officers shall be elected by a simple majority of the voting representatives of the SWCCOG making up a quorum. Officers shall serve for a term of one (1) year from the date of their election, unless they cease to be a representative before that time. Officers may be elected to successive 1 year terms as voted on by the representatives.

Duties and Powers of Officers

~~A. The Officers of the Board shall also comprise the Executive Committee. The Executive Committee shall have all of the powers and duties which may lawfully be assigned to it by the Board of Directors and it shall be permitted to function, in its discretion, between Board meetings and while the Board is not in session. Meetings of the Executive Committee may be called by any member of the Executive Committee and the conduct of such meeting shall comply with the Colorado Open Meetings Law. The Executive Committee is authorized, subject to further order of the Board of Directors, to oversee the following business and affairs of the SWCCOG and to direct and supervise professional staff and the specific powers to do the following:~~

~~1. Develop specific policies regarding the employment of and job related duties for employees of the SWCCOG and directly supervise the performance and activities of~~

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Commented [LLM1]: We will need to draft a new SWCCOG IGA? At what point?

Commented [LL2]: I think this is fine as is. I think the current form of IGA is fine. IGA section 8 provides: This Agreement shall remain in full force and effect for so long as the parties to this Agreement consider necessary. Any party to this Agreement may, however, terminate its participation in this Agreement six months after providing written notice of such termination to the other parties of this Agreement. This Agreement may be terminated at any time by agreement of all parties to this Agreement unless a grant contract is in effect. In this case, the applicable grantors must approve such termination and arrangements for completing the project.

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Commented [LLM3]: Already stated in election of officers?

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Commented [LL4]: I like this idea.

Commented [LL5R4]: Sure, that makes sense

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~~such employees except that any recommendation as to the hiring, firing, suspension, or demotion of an Executive Director must be referred to the Board of Directors for decision. Members of the Board of Directors who have substantive issues or concerns with respect to the supervision, performance or acts of any employees shall direct all inquiries to the Executive Committee.~~

~~2. Develop specific policies regarding the general day to day operations of the SWCCOG.~~

~~3. Advise staff on correspondence, administrative policy, operational decisions that need to occur before the next regularly scheduled Board meeting. Conduct follow-up work on Board decisions and discussions and other matters as appropriate to provide staff guidance consistent with the decisions of the Board.~~

~~4. The powers provided to the Executive Committee have been granted to facilitate the regular and day to day operations of the SWCCOG. However, the power to make major or substantial decisions regarding the operation of the SWCCOG is reserved to the Board of Directors. The Executive Committee shall not be empowered except through the Board's adoption of a separate resolution, to make any decisions on behalf of the SWCCOG that are out of the ordinary course of its business, including, but not limited to, the following:~~

- ~~a) Amending these Bylaws or the SWCCOG's Articles of Association;~~
- ~~b) Removing or appointing a representative or officer from office or to a committee;~~
- ~~c) Fixing compensation, hiring or removing an employee, contractor or agent;~~
- ~~d) Obligating the SWCCOG to any new debt or financial obligations;~~
- ~~e) Entering into a multi year financial obligation;~~
- ~~f) Selling, transferring, or acquiring a major asset;~~
- ~~g) Taking any action that is inconsistent or conflicts with the policies, resolutions, or the expressed wishes of the Board.~~

~~BA. The Chair may be authorized by the Board to finalize and execute contracts and other documents.~~

~~BC. The Secretary Treasurer shall review all bills and shall authorize their payment in accordance with the direction of the Board. The Secretary Treasurer shall regularly review and approve financial reports and see that they are forwarded to the Board.~~

~~D. Any use of the authority of the Executive Committee shall require all officers to be properly notified in advance of the meeting, require at least 2 officers participating in the meeting, and require at least 2 affirmative votes. The Chairman may vote in Executive Committee meetings.~~

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~~E. All decisions of the Executive Committee shall be reported at the following Board meeting.~~

4. Removal, Resignations and Vacancies of Officers

Any Officer elected by the Board may be removed at any time by the Board by a two-thirds vote. Any Officer may resign at any time by giving written notice of the Officer's resignation to the Chair or to the Secretary-Treasurer, and acceptance of such resignation shall not be necessary to make it effective unless the notice so provides. Any vacancy occurring in any Officer position, the election to which is made by the Board, shall be filled by the Board for the unexpired portion of the term.

ARTICLE IV Annual Dues Assessment Policies

1. Dues Assessment

The Board may decide upon an annual dues assessment for services. In recognition of the mandatory nature of regional delivery of many of SWCCOG's services and the matching fund requirements for these services, the SWCCOG shall establish dues assessment policies that serve to ensure the equitable distribution of its member jurisdiction assessment obligations.

ARTICLE V Financial Management

1. Annual Budget

The SWCCOG budget and fiscal year will follow the calendar year. Each year by September 1st, the Chairman shall submit, to the SWCCOG an estimate of the budget required for the operation of the SWCCOG during the ensuing calendar year. The SWCCOG will adopt their budget by December 15th of each calendar year.

2. Funding Sources

The SWCCOG is specifically empowered to contract or otherwise participate in and to accept grants, funds, gifts or services from any Federal, State or local government or its agencies or instrumentality thereof, and from private and civic sources, and to expend funds received there from, under provisions as may be required of and agreed to by the SWCCOG, in connection with any program or purpose for which the SWCCOG exists.

3. Accounting

The SWCCOG shall comply with the Local Government Budget Law of Colorado, Colo. Rev. Stat. § 29-1-101 *et seq.*, the Colorado Local Government Audit Law, Colo. Rev. Stat. § 29-1-601 and Colorado Local Government Uniform Accounting Law, Colo. Rev. Stat. § 29-1-501 *et seq.* and shall establish financial policies and arrange for a systematic and continuous record of its financial affairs and transactions. The

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SWCCOG will obtain a third party review of its financial transactions and expenditures comply with state and federal audit law and generally accepted accounting principles.

ARTICLE VI Amendment

These Bylaws may be amended by 2/3 majority vote of the quorum of representatives, acting by resolution, in either regular or special session.

ARTICLE VII Rules of Order

Except as otherwise limited by State law and these Bylaws, Robert's Rules of Order shall prevail for the conduct of business of the SWCCOG.

ARTICLE VIII Meetings

1. Regular Meetings

The regular meetings of the Board shall occur at a date, time and place fixed by the Board ~~that for convenience can be the date of Region 9 Economic District of SW Colorado meetings to commence at the conclusion of the Region 9 Economic District of SW Colorado meeting.~~ SWCCOG representatives shall meet at least quarterly and at such other times as the Chair may direct. All Board and committee meetings shall be open to the public and comply with the Colorado Open Meetings Law, C.R.S. 24-6-401 et seq, or any successor statute thereto. Executive sessions may be held in compliance with the Colorado Open Meetings Law, or any successor statute thereto.

2. Special Meetings

Special meetings may be called by the Chair ~~or a majority of the Executive Committee Members or~~ with a request made by a majority of the representatives. The Chair shall

3. Public Notice of Meetings

Public notices of meetings will be posted ~~as required by t the La Plata County Courthouse and shall otherwise comply with the the~~ Colorado Open Meetings Law and shall otherwise comply with the same.

ARTICLE IX Committees

~~1. Executive Committee~~

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Commented [LLM6]: Might be before a meeting..can we leave open?

Commented [LL7R6]: Yes

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~~The Executive Committee shall be comprised of the Chair, Vice Chair and Secretary-Treasurer.~~

~~2. Advisory Committees~~

~~The Board or Executive Committee may create such standing or ad hoc committees as it deems necessary or appropriate in order to carry out the affairs of SWCCOG. Official voting committee members shall only be comprised of members of the SWCCOG. The Board may abolish, as appropriate, any standing or ad hoc committee. In addition, to those specific powers and duties assigned by the Board at the time of the creation, committees shall render advice and make recommendation to the Board in fulfillment of the committee's purpose, provide oral or written reports to the Board and prepare such additional reports as may be requested by the Board from time to time, study their own structures, purposes and direction and make recommendation relating to such to the Board and, when possible, attend or have a representative attend Board meetings. Committees shall act in an advisory capacity to the Board and shall not have the authority to enter into contracts or otherwise legally bind the SWCCOG.~~

ARTICLE IX **Immunity, Indemnification, and Insurance**

The SWCCOG is an "instrumentality of its member political subdivisions" and, as such shall enjoy, the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et. seq., Colo. Rev. Stat., as now or hereafter amended, or any other applicable sovereign or governmental immunity. The SWCCOG shall be liable for all matters set forth in Section 24-10-110, Colo. Rev. Stat. with respect to the costs of defense and the payment of all judgments and settlements of claims against it, its Representatives, Officers, employees, servants or authorized volunteers.

The Representatives, Officers, employees, servants or authorized volunteers of the SWCCOG should use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties hereunder. Representatives, Officers, employees, servants or authorized volunteers of the SWCCOG shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care. No Representative, Officer, employee, servant or authorized volunteer shall be liable for any action taken or omitted by any other Representative, Officer, employee, servant or authorized volunteer.

SWCCOG shall purchase and maintain at all times an adequate policy of public entity liability insurance on behalf of any and all of its present or former Representatives, Officers, employees, servants or authorized volunteers which insurance shall at the minimum provide the amount of coverage described in C.R.S. § 24-10-115(1), including errors and omissions coverage. The SWCCOG may purchase such additional insurance as the Board deems prudent.

Revised Bylaws as proposed under Resolution 12-05

The SWCCOG's Representatives, Officers, employees, servants or authorized volunteers acting within the scope of their employment and during the scope of his or her duties shall be indemnified pursuant to C.R.S. § 24-10-110. The SWCCOG may also in its discretion make payments of reasonable costs and expenses, including reasonable liability expenses and attorneys' fees, that are incurred by Representatives, Officers, employees, servants or authorized volunteers of the SWCCOG, pending a final disposition of a proceeding against them and a final determination of that person's eligibility for indemnification, but such person shall have in place a suitable contractual arrangement requiring any such payment or reimbursement to be repaid to SWCCOG if it is ultimately determined that his or her action was not made, taken, or omitted in good faith or was not within the scope of his or her authority.

**ARTICLE XI
Principal Office**

The central communications address and headquarters of the SWCCOG for the purpose of notice, record keeping and communications shall be at [Region 9 Economic District of SW Colorado, 135 Burnett Dr. Unit 1 Durango, CO 81301, 295A Girard St. Durango, CO.](#) The SWCCOG Board may relocate the SWCCOG headquarters and change the address, as it deems fit.

Amended by SWCCOG Board on ~~June 1, September~~ 2021:

Attest: ~~/s/ Tom Yennerel~~ Date: ~~6/199/ /212~~

~~Tom Yennerel~~, SWCCOG Chair

50/50 Revenue Split

To: SWCCOG Board of Directors
From: Laura Lewis Marchino, Region 9 EDD
Date: September 25, 2022

Discussion of dark fiber leases was discussed at the SWCCOG Executive Committee and part of the SWCCOG Strategic Plan to explore. Currently, dark fiber income/use is split 75% COG and 25% paid to the applicable partner for income. In talking with other entities including Region 10, a 50/50 split is recommended to help with maintenance and provide incentive for leases. The Executive Committee felt this would be a good step. This is only applicable to SCAN fiber. Staff is thinking we can adjust the current contracts when they expire or update them for Jan. 1 2023. More research is needed on how much income would not come to the COG but as we are still determining our scan fiber availability. There is a company looking to lease that we have been trying to answer questions for. Shak has spoken to one company to provide a bid to get more specific information on our current fiber. Additional fiber will likely be under Region 9 unless we can figure out a transfer to keep it with one entity.

Legal: Advice not requested.

Recommendation:

Action is requested to change the dark fiber split from 75/25 to 50/50 as of contract renewal (or January 1, 2023).

Board Meeting Dates

To: SWCCOG Board of Directors
From: Laura Lewis Marchino, Region 9 EDD
Date: September 25, 2022

A December meeting is needed to approve the SWCCOG Budget and Thursday, December 1st is proposed.

The proposed dates for the SWCCOG Board meetings in 2023 are proposed for represent the **fourth Thursdays** of January 26, April 27, July 27, September 28 which are the same dates as Region 9 Board meetings. An additional late Nov. or early Dec. Board meeting will also need to be scheduled for the budget approval.

Recommendation:

The recommended action is to hold a SWCCOG meeting on Thursday, December 1st to approve the budget.

The recommended action is to approve the proposed meeting dates for the Board in 2023 and quarterly Executive Committee meetings during the transition.

Section G – Reports

Grant Updates

To: SWCCOG Board of Directors
From: Laura Lewis Marchino
Date: Sept. 26, 2022

Comments: **Grants:**

All Hazards - 2019, 2020, 2021, 2022

- Homeland Security funding applied for annually that supports emergency management and first responders
- \$529,953 and a 2022 application has been submitted.
- Includes funding for staff, overhead, and travel costs related to grant administration with Region 9 will be now providing.
- Projects managed by SWAHAC Homeland Security Grant Coordinator

Southwest Incident Management Team (SWIMT)

- Sept 2021 – May 2022
- \$24,700
- Negotiated 10% administrative fee.
- Funding to support incident management training, Emergency Managers and other first responders during emergencies
- Region 9 staff will work with SWIMT co-coordinators to manage grant and activities

CDOT FY2022 5310 Funding

- **\$43,400 expending current grant and did NOT apply for new funds due to staff changes.**
- Includes funding for staff, supplies, and travel costs related to transit coordination and ongoing support of Regional Transit Council.
- Implementation of the Digital Mobility Hub from CDOT FY2021 5310 Mobility Management

DOLA REDI 21-240 Montezuma Orchard Restoration Project (MORP)

- \$150,000
- MORP reimburses staff costs related to grant administration.
- Will provide funding for building to house equipment and eventually apples and other products
- Project just about complete and will close out by year end.

DOLA Technical Assistance EIAF 9318 - closed

- The request was for funding to help support remote work readiness for residents of the region, and support business growth in partnership with SCAPE for the areas outside of Durango.
-

Grant Updates

- In discussions with DOLA, Patrick Rondinelli and Randi Snead were open to closing out this grant as no activity had occurred with Durango Adult Education nor was it expected. SCAPE invoiced their work and all remaining funds were de-obligated.

CDOT CDL Development Purchase Order - Closed Expired 6/30/22

- CDOT has been awarded funding through the Federal On-the-Job Training Supportive Services to invest in statewide construction workforce. The focus was on coordinating efforts for CDL driver trainings. Region 9 Project Manager Heather Otter has met with the CDOT manager of these funds on whether to extend the grant and amend the scope of work. The was to invoice time in addition to SWCCOG and get this grant completed by the deadline. It would be a good future grant opportunity.

CDOT TPR FY22-23

- The TPR is funded through an annual Purchase Order, for \$22,100. A new grant for FY 22-23 was approved. It is still under the SWCCOG Tax ID but when it ends in June, the contract will move under Region 9 going forward.
- This funding covers staff time related to TPR goals and administration of the TPR meetings and travel costs for TPR representatives to attend monthly STAC meetings.

DOLA 8824 – 2019 Technical Assistance – Extended to 8/31/2024

- This grant was amended to \$40K total with \$20,000 - CDL Program Development and \$20K Region 9 match to support CDL driver trainings. All regional waster/recycling references were removed from the revised scope. A CDL training was held in Pagosa Springs In September which the grant will help cover and also the training for a local tester, which is also needed as the instructors cannot conduct the driving tests.

DOLA BBFS 22-005 La Plata Carrier Neutral Facility – June 5, 2023

- Grant in amount of \$221, 500 matched by La Plata County to put Carrier Neutral Facility in basement of Old Post Office on Main Ave in Durango. It will allow for fiber drops for public and private entities including TING.

Grant Requests Pending:

NTIA Broadband Grant - @\$60M for middle mile broadband

- Region 9 will be applicant.

FTA DIGITAL MOBILITY HUB

- \$350,000
 - Jessica believed SWCCOG was awarded money, but no notification has been received. **Laura will look into this.**
-

Regional Projects Report -(Broadband, Transportation Housing)

To: SWCCOG Board of Directors
From: Shak Powers, Regional Projects Manager
Date: Sept. 26, 2022

Region 9 is applying to the [NTIA Middle Mile Infrastructure Program](#). It is due on September 30th and includes several government partners and will accomplish priority middle connections totaling about \$60Million. Shak and Tiffany have been meeting with Consultants (Neo Connect and Echo Consulting), and team leads from Southern Ute and the Counties on a weekly basis to:

- put together a community-driven application on behalf of municipalities, counties, tribes, ISPs and other applicable stakeholders.
- help build and improve Colorado's middle-mile broadband infrastructure, which is the backbone of the state's high-speed internet network
- If successful, the 14.6% of households currently without internet in the Region will have the option to access the network.

It is by far the largest grant Region 9 or the SWCCOG has been involved in. Tentative IRU agreements are being made with La Plata Electric, Empire Electric, Southern Ute Tribe, CDOT and, Region 10. Letters of support have been obtained from several State offices including the Colorado Broadband Office, Governor's Office of Internal Technology, Department of Corrections, Parks and Wildlife and, Department of Tourism. Weekly Team lead meeting will continue to be held after the grant is submitted to begin working out IGA's, timelines, RFPs, etc. Monthly meetings are being held to be sure that all stakeholders, including Internet Service Providers and contractors are being kept up to date.

Region 9 does need to secure a letter of credit for 25% of the grant amount as a grant requirement. Brian has been working on options and banking. **The grant will be unable to go forward without this and thus due to the high need and regional collaboration, we are asking for the Board to approve the securing of a letter of credit so the grant can be submitted.**

1. Transportation (FYI)

Due to the focus of the Regional Projects Manager on broadband, transportation has been quiet. The SWTPR met and wrote letters of support for 5310 funding on July 11th and Region 9 is managing the TPR and Transit meetings with Jessica Laitsch gone. The Regional Transit Council met with Laura facilitating on July 18th and with Shak facilitating on September 15th. The Transit Council is still interested in developing a mobility hub

Regional Projects Report – (Broadband, Transportation Housing)

that would be a place where everyone can go to purchase tickets or learn about transit (public and private) throughout the region.

2. Housing (FYI)

Shak is beginning to meet with regional housing stakeholders weekly and team leads identified. Region 9 is managing the RHA which has a contract under the SWCCOG. **They are** meeting monthly, and are now looking to transfer administrative work to the La Plata Economic Alliance and has not filled the interim Executive Director Position. The Housing Needs and Livable Wage Studies have been broken down into simplistic bites to begin developing strategies.

- **SHORT-TERM NEEDS**

- **Archuleta**

- A housing needs forecast developed for this study projects that **the county will need 229 new permanent units and 44 seasonal surge beds in the next 3-5 years** to accommodate workforce growth and address some of the county's unmet housing needs. This is a little higher than the pace of housing growth the county has maintained since 2010. However, past growth has accommodated both workforce, seasonal/vacation homes, and retiree demand. Going forward, a stronger focus on accommodating workforce housing needs will be critical to sustain the county's level of service to permanent residents and tourists. **This breaks down to 45 permanent units/year and 9 surge beds/year for the next 5 years.**

- **Dolores**

- A housing needs forecast projects that **the county will need 41 new permanent units and 11 seasonal surge beds in the next 3-5 years** to accommodate workforce growth and address some of the county's unmet housing needs. This is the same rate of growth the county maintained between 2010 and 2019. The difference is that these new units should be available for workforce (v. seasonal, vacation, or retiree use) in order to address housing challenges and fully accommodate the county's projected job growth.
 - **This breaks down to 7 permanent units/year and 2 surge beds/year for the next 5 years for Dove Creek.**
 - **This breaks down to 1 permanent unit/year and 1 surge bed/year for the next 5 years.**

- **La Plata County**

- A housing needs forecast projects that **the county will need 570 new permanent units and 45 seasonal surge beds in the next 3-5 years** to accommodate workforce growth and address some of the county's unmet housing needs. This is more than twice the housing unit growth the county maintained between

Regional Projects Report – (Broadband,

Transportation Housing)

2010 and 2019 and five times the growth in units occupied by permanent residents— emphasizing the need for a concerted effort to develop workforce-targeted housing.

- **This breaks down to 94 permanent units/year and 7 surge beds/year for the next 5 years for Durango.**
- **This breaks down to 13 permanent units/year and 1 surge beds/year for the next 5 years for Bayfield.**
- **This breaks down to 7 permanent units/year and 1 surge beds/year for the next 5 years for Ignacio.**

Montezuma County

- A housing needs forecast projects a need for **220 new housing units over the next three to five years.** Much of the new demand for housing created by workforce can be met if the county creates affordable ownership units for just 10 percent of its moderate-income renters; this would free up units to meet moderate-wage workforce rental demand associated with projected employment growth.
 - **This breaks down to 31 permanent units/year for the next 5 years for Cortez.**
 - **This breaks down to 5 permanent units/year for the next 5 years for Mancos.**
 - **This breaks down to 4 permanent units/year for the next 5 years for Dolores.**
 - **This breaks down to 4 permanent units/year for the next 5 years for Towaoc.**

San Juan County

- A housing needs forecast developed for this study projects a need for **22 new units for permanent residents and a seasonal surge capacity of 14 beds**, based on job growth projected by Region 9 Economic Development. If the majority of these units could be affordable ownership units, this would free up rentals for new workforce. Ideally, about **13 units are affordable for sale, 9 are split between affordable and market rate rentals, and 14 are temporary units/beds for seasonal workforce.** Reductions in in-commuting would require development of additional units.
 - **This breaks down to 2 units for sale; 1 for rent and 1 temporary per year for the next 5 years.**

LONG TERM NEEDS

- Long term housing needs, based on forecasts by the Colorado State Demographer, are significant, and would require **increasing annual residential**

Regional Projects Report –(Broadband,

Transportation Housing)

development to about 900 units per year on average (compared to 130 per year between 2010 and 2019) to accommodate both workforce and seasonal/vacation demand. A long-term strategy should focus on utilizing land use reform and infrastructure expansions to catalyze more efficient and environmentally friendly growth.

- **Strategies being discussed**

- Identifying undeveloped or “orphaned” subdivision parcels throughout the region as well as parcels that are currently planned for development
- Set up meetings with public works departments to discuss when their repair, upgrade, replacement and expansion plans will have them working in those areas to naturally reduce cost of development
- Attend local utility coordination meetings to get public works and utility providers working together to create synergy and reduce cost of development
- Pursue IJA funds to help fund infrastructure, thereby reducing the cost of development
- Work with private developers
- Support and recruit home manufacturing
- Build timelines based upon need and climate

- **Special Needs Identified**

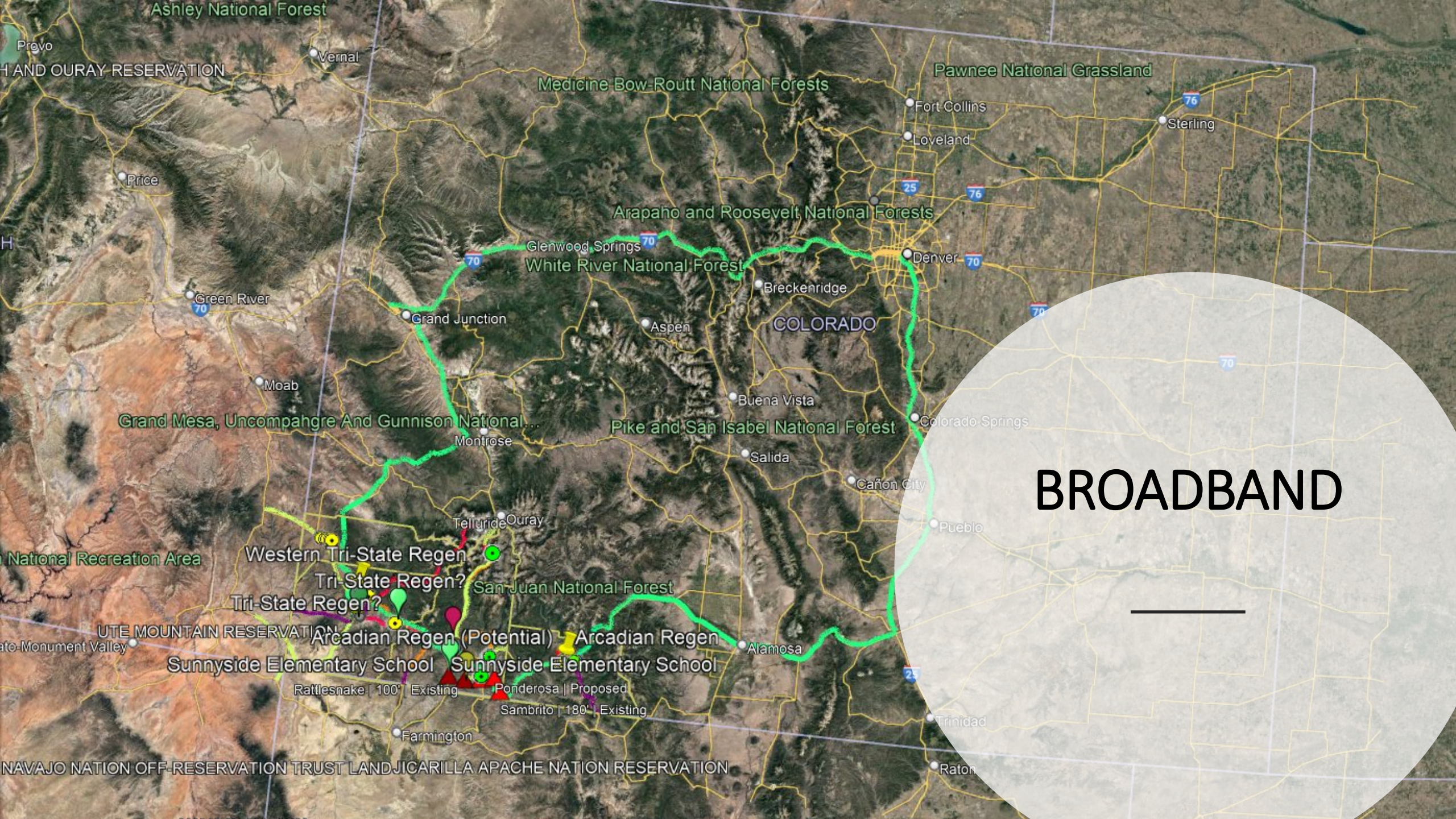
- Rico – Alternate Point of Diversion for potable water
- Dove Creek – Dredging Lagoon and building water storage
- Silverton – Water and Sewer
- Montezuma Water – Expanding treatment facility

A special working group is being convened the first work of October to begin identifying funding opportunities and methods of collaboration

Regional Projects Update

Broadband, Housing and Transportation

3rd Quarter, 2022



BROADBAND

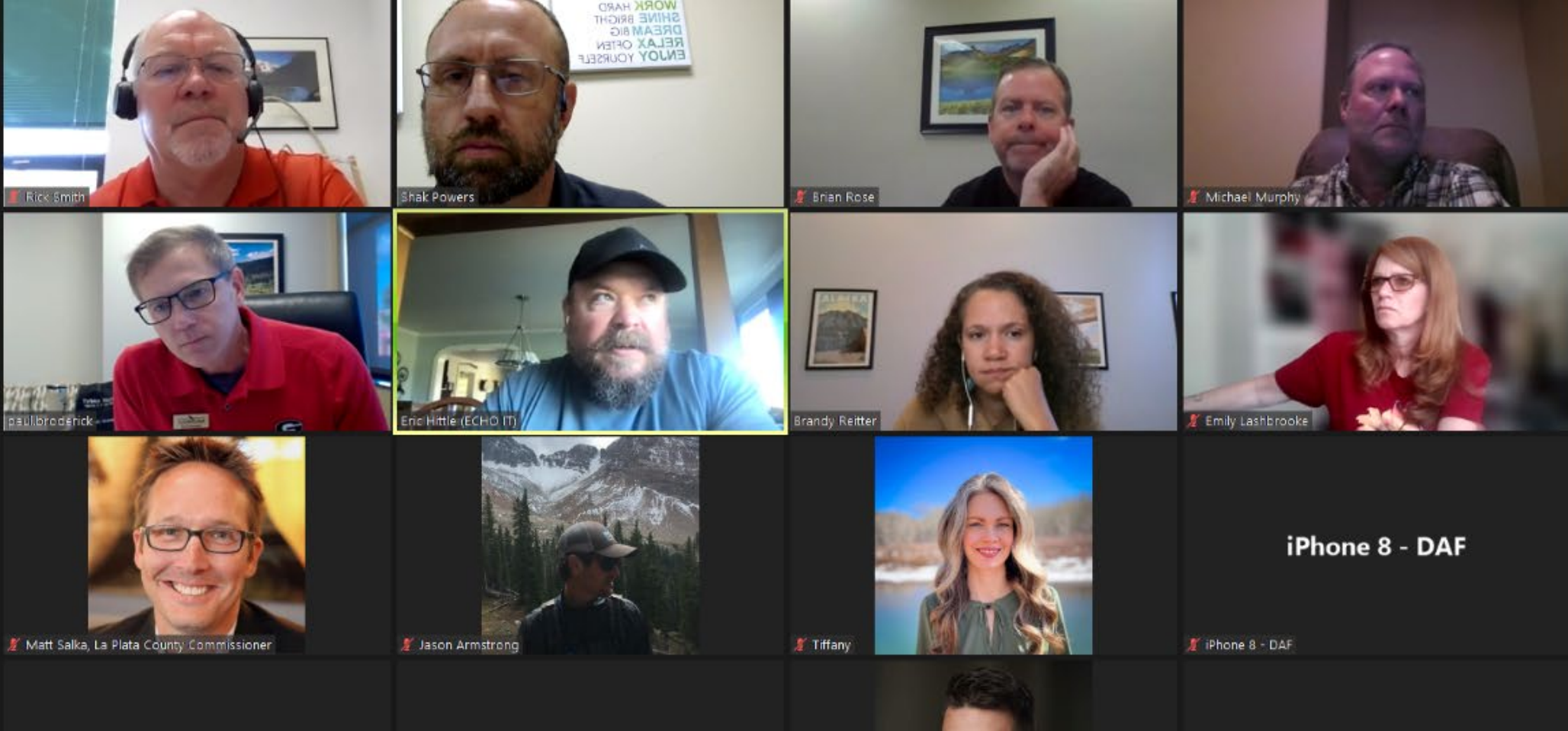
- Tiffany and Shak have been meeting with Consultants (Neo Connect and Echo Consulting), and team leads from Southern Ute and the Counties on a weekly basis to:
 - put together a community-driven application on behalf of municipalities, counties, tribes, ISPs and other applicable stakeholders.
 - help build and improve Colorado's middle-mile broadband infrastructure, which is the backbone of the state's high-speed internet network
 - If successful, the 14.6% of households currently without internet in the Region will have an option to access the network

In Kind Agreements

- Pole Attachments from Empire Electric.....\$514,635.73
- Region 10 Network IRUs.....\$3,494,712.00
- Southern Ute IRUs.....\$954,215.11
- La Plata Electric/DOLA (La Plata Cty, Southern Ute, Ignacio).....\$2,115,040.00
- CDOT Right-Of-Way.....\$4,736,508.00
- Archuleta County Right-Of-Way.....\$153,937.00
- Total.....\$11,969,047.85

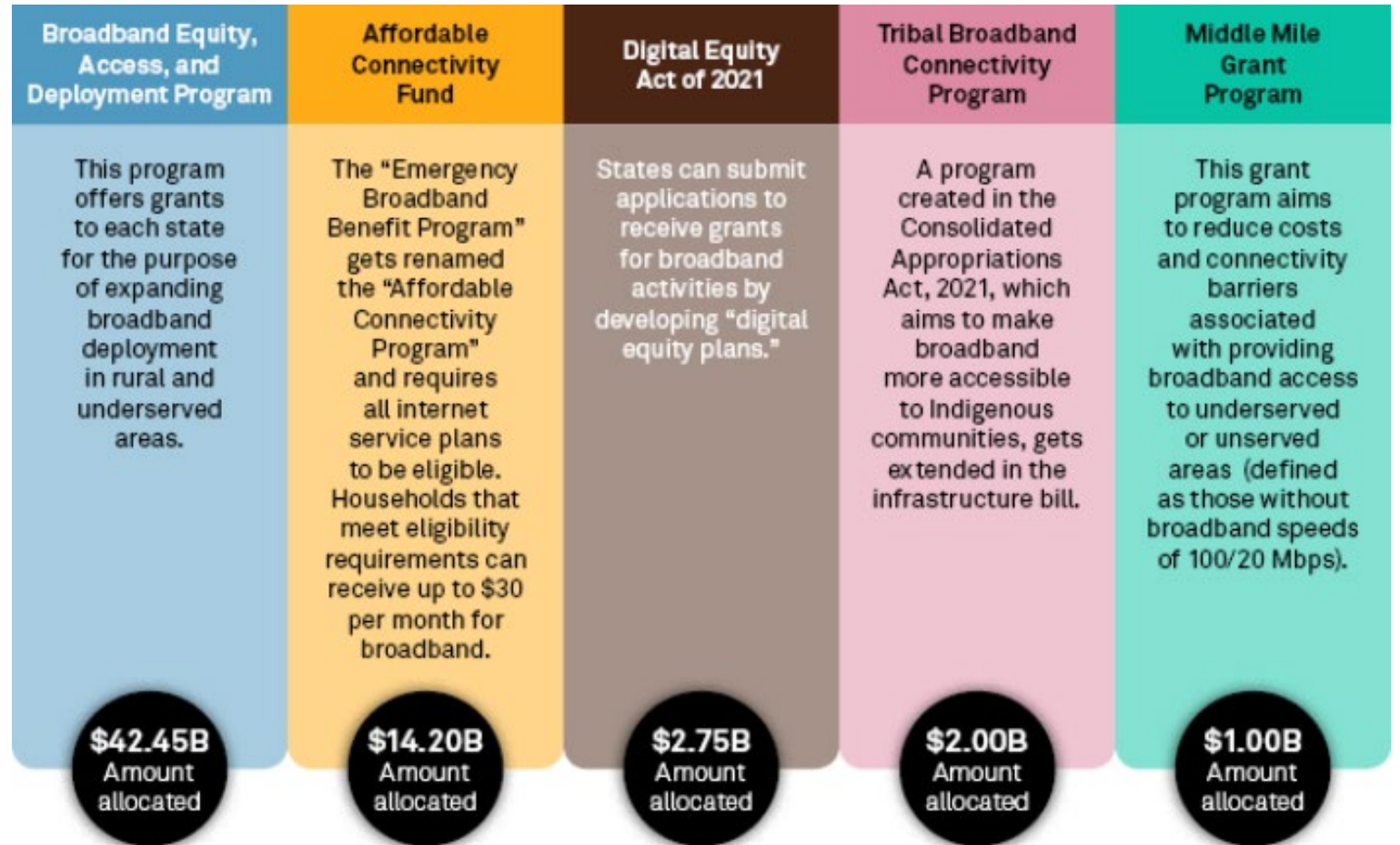
Letters of Support

- **Region 9 Members**
- **Colorado Broadband Office and Governor's Office of Internal Technology**
- **Colorado Department of Corrections**
- **Colorado Tourism Office**
- **Colorado Department of Transportation**
- **Colorado Office of E Health Innovation**
- **Colorado Department of Parks and Wildlife**
- **Local ISPs: VERO, Ting, Farmer's**
- **2210 Cortez**
- **Arcadian Infracom**



Weekly Team Lead Meetings and Monthly Stake Holder Meetings

Positioning the Region for Broadband Equity Access and Deployment (BEAD) Funding

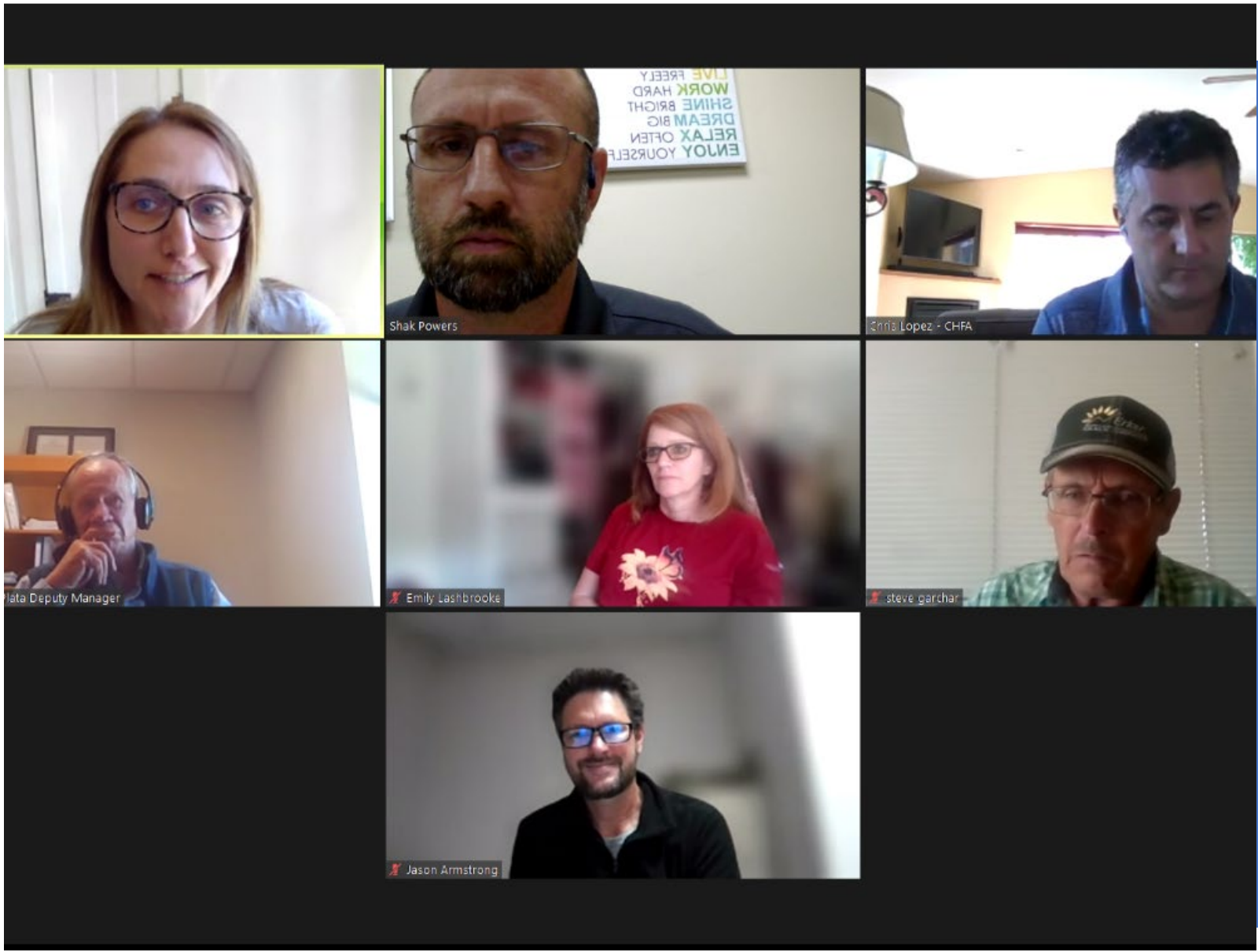


NEXT STEPS

- Establishing an IGA to
 - Establish procedures by which fiber will be managed in each area
 - Establish decision making procedures
 - Establish process for amending plans as necessary
 - Establish process for resolving disputes
- Have regional discussion about pursuing 2nd-3rd priorities thru the [USDA Reconnect grant](#) due Nov 2nd
- Work with counties, tribes and municipalities, as wanted or needed, to begin planning interior routes in anticipation of BEAD

HOUSING

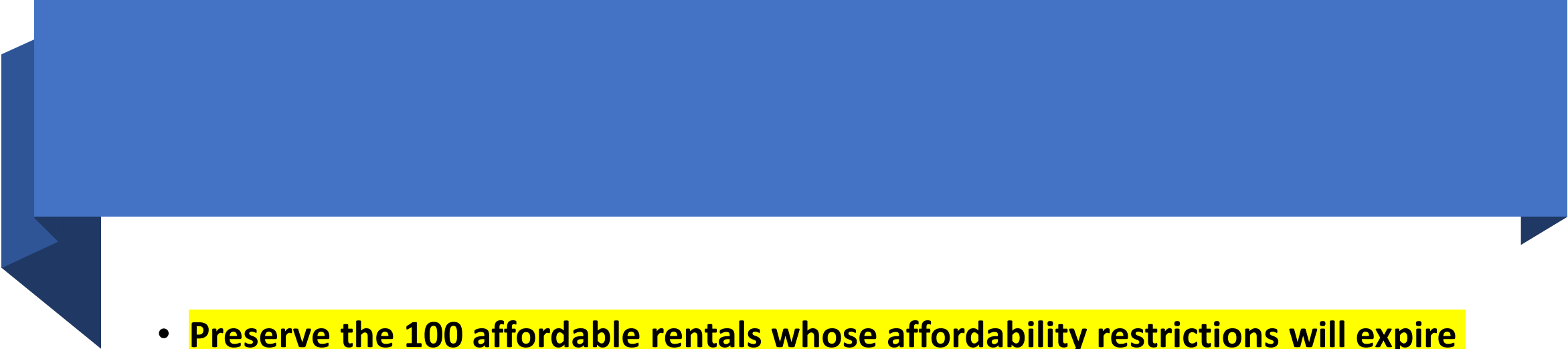




- Team leads have mostly been established and are meeting on a weekly basis

Housing Needs and Livable Wage Studies have been broken down into simplistic bites to begin developing strategies

	Region	Archuleta	Dolores	La Plata	Montezuma	San Juan /Silverton
Historical growth and needs: 2010-2019						
Change in jobs since 2010	6,108	1,563	297	3,587	560	101
Housing units needed to accommodate new jobs	3,054	782	149	1,794	280	51
Change in housing units	2,921	611	113	1,965	237	(5)
Change in occupied housing units	1,204	591	(140)	694	114	(55)
Short term needs: 2021-2023						
Housing needed to accommodate employment demand	775	201	38	453	70	13
Rentals (low wage jobs)	397	103	20	232	36	7
Rentals (moderate wage jobs)	189	49	9	111	17	3
Ownership (moderate wage jobs)	189	49	9	111	17	3
Seasonal surge beds	126	44	11	45	12	14
Housing targets for permanent resident units, 2021-2024						
Total new units for new employment + address 25% of existing needs	933	229	41	570	220	22
Net new units for 25% of renter households with unmet needs, < \$625/month	152	28	3	118	-	3
New rentals for workforce, < \$1,750 /month	398	103	20	232	36	7
New units for ownership, \$380,000-\$525,000	830	145	16	473	184	13
<i>Average annual new units (3 years)</i>	311	76	14	190	73	7
<i>v. Average annual change in occupied units 2010-2019</i>	134	66	(16)	77	13	(6)
Seasonal surge beds	126	44	11	45	12	14
Long term housing needs, employment+seasonal demand, 2020-2040						
Projected new permanent residents, 2040, State Demographer	31,457					
Total new units	18,142					
Worker and retiree demand	14,812					
Seasonal and vacation demand	3,330					
<i>Average annual need</i>	907					
<i>v. Average annual change in occupied units 2010-2019</i>	134					

- 
- **Preserve the 100 affordable rentals whose affordability restrictions will expire in the 3-5 years.** An estimated 100 affordable rental units currently have rent restrictions associated with their public subsidies that are set to expire between now and 2027. Plans for preserving these units should be developed now to ensure that funding is available to keep these units affordable.
 - **Develop 152 deeply affordable rental units** to assist renters who are cost burdened and vulnerable to displacement and homelessness. These affordable rentals should ideally average **\$625/month**, the price point at which rental gaps are the most severe, regardless of location within the region.

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to accommodate workforce growth and address some of the county's unmet housing needs. This is a little higher than the pace of housing growth the county has maintained since 2010. However, past growth has accommodated both workforce, seasonal/vacation homes, and retiree demand. Going forward, a stronger focus on accommodating workforce housing needs will be critical to sustain the county's level of service to permanent residents and tourists.

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Strategies

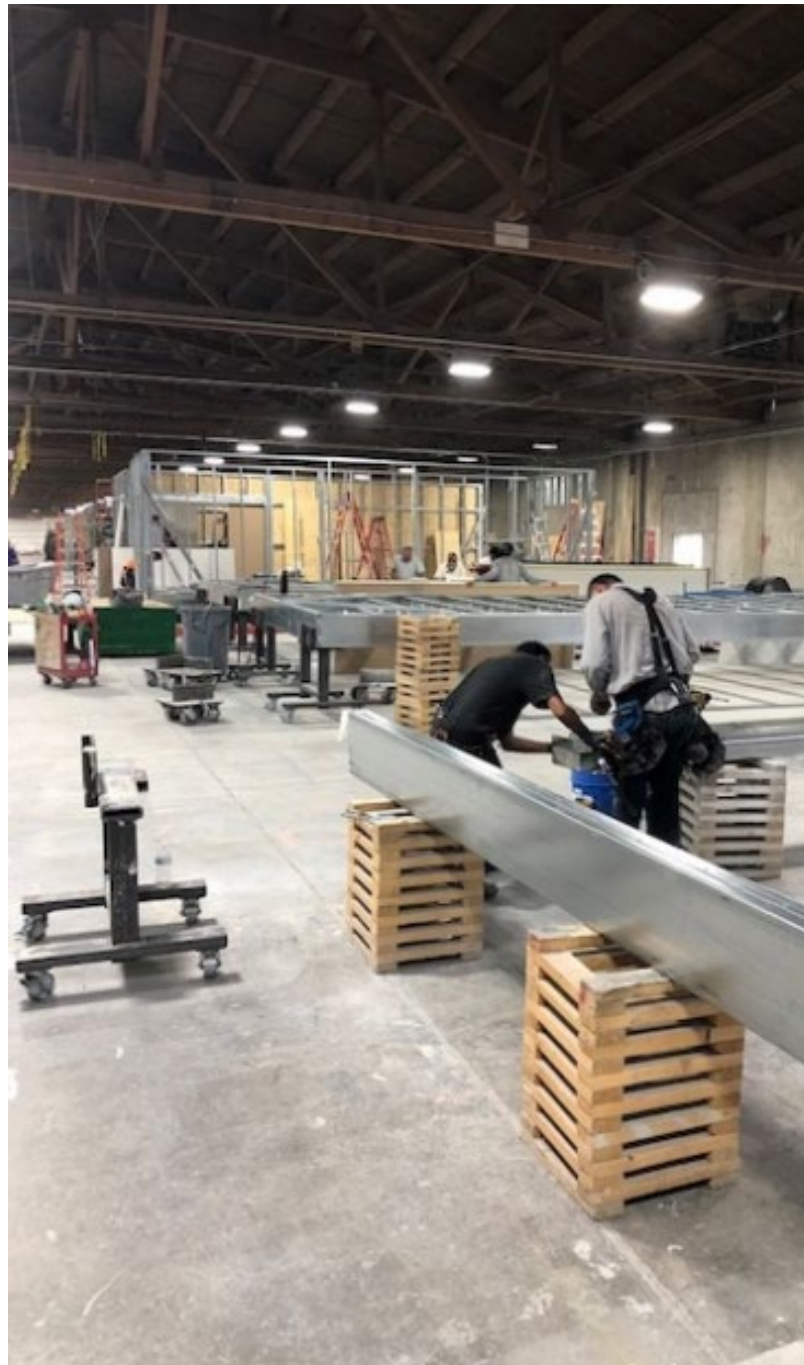
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Section H – Member Updates
