



# SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

## Regular Meeting Agenda

Thursday, 5 April, 1:30pm-4:00pm

1188 E 2<sup>nd</sup> Ave., Durango CO

- I. Introductions
- II. Consent Agenda
  - a. 1 March 2018 SWCCOG Meeting Minutes
  - b. February 2018 Financials
- III. Reports (Staff will be available for questions on the written reports)
  - a. Director's Report
  - b. Broadband Report
  - c. Legislation Report
  - d. Transportation Report
  - e. VISTA Report
- IV. Discussion Items
- V. Decision Items
  - a. Executive Committee Meeting Minutes from January 25, 2018
  - b. Executive Committee Meeting Minutes from February 15, 2018
  - c. Contract with Place Dynamics (Region 9 – SWCCOG Facilitation)
  - d. AIRWAVES Act Letter of Support
  - e. SWCCOG – Member Jurisdiction Contract Template
- VI. Other Items
- VII. Community Updates

# Consent Agenda

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

**In Attendance:**

Gwen Lachelt – La Plata County  
Michael Whiting – Archuleta County  
Dick White – City of Durango  
Chris La May – Town of Bayfield  
Fred Brooks – Town of Mancos  
Mark Garcia - Town of Ignacio (by phone)  
Kari Distefano – Town of Rico (by phone)  
David Schanzenbaker - Town of Pagosa Springs

**Staff in Attendance:**

Miriam Gillow-Wiles – Southwest Colorado Council of Governments  
Jessica Laitisch – Southwest Colorado Council of Governments  
Sara Trujillo – Southwest Colorado Council of Governments (by phone)  
Dylan Lucas– Southwest Colorado Council of Governments

**Guests in Attendance:**

Ben Lewis-Ramirez – Foresite Group (by phone)  
John Whitney – Senator Bennet's Office  
David Liberman - Law Office of David Liberman

**I. Introductions**

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

John Whitney explained that Senator Bennet has contacted the FCC about the allocation of CAF II funds and they are having difficulty receiving the requested information. There was discussion about the possibility of filing a FOIA request, but it would be very unusual for a Senator's office to do this.

**II. Consent Agenda**

- a. 8 February 2018 SWCCOG Meeting Minutes
- b. January 2018 Financials

**Michael Whiting motioned to approve the consent agenda, Dick White seconded, unanimously approved.**

**III. Reports**

**Director's Report:**

Miriam reported that most of her recent work has revolved around broadband. She reported that the request to extend the 2018 Technical Assistance grant was denied. She will be taking vacation time in the spring.

**Broadband Report:**

Miriam reported that the FCC Rural Healthcare application process is open, the RFP will be submitted next week. She reported that San Juan Basin Health Department (SJBHD) chose not to participate in the process at this time, accordingly the COG will submit an application for work

in the western side of the region. Chris asked which organizations would be the applicants. Miriam replied the applicants would be San Miguel Public Health, San Juan County Public Health, Dolores County Public Health and the Southwest Memorial Hospital District. Miriam added that each agency is eligible for up to \$17 million, if this was submitted as one RFP the entire project would be limited to \$17 million. She is working with CDOT, specifically with respect to right-of-way. Dick asked what portion of the region included in SJBHD. Miriam replied that they cover La Plata and Archuleta Counties. Dick asked what portion of the total project cost that represents. Miriam replied the most expensive part would be over Wolf Creek Pass. Chris asked if there will be a match. Miriam replied that FCC would pay up to 65% of the total project cost. She will discuss possible options for other funding sources at the next meeting. Michael clarified that the SJBHD is not opposed to the project, they are just concerned at this point. Miriam provided an overview of the expected benefits for CDOT.

Miriam reported that she is also working on aggregation of services with the local ISPs. There is the potential to save the jurisdictions a significant amount of money by having fixed costs with the option to change providers. Kari asked if Rico would be included. Miriam replied that she is trying to get Rico included, however there are some challenges related to the nearby providers.

#### Legislative Report:

Miriam reported that SB 002 was initially a good bill, there have been a number of amendments that created issues with the bill including low definition of minimum speeds, disallowing funding if an area received federal funding, disallowing funding if a neighboring census block is served, prohibiting the use of DOLA funding in conjunction with high cost broadband funds, and defining overbuilding as being near an incumbent's infrastructure. CCI and CCUA have opposed this bill, CML is working to have changes made. There are possible amendments planned to include FCC broadband speeds which would improve it somewhat. She mentioned that those from Coram's district have been the most vocally concerned about this bill. Another bill is HB 1099 which would update the right of first refusal requiring the incumbent to put in the same or better speeds than the applicant if the right of first refusal is exercised. Miriam testified in favor of this bill, it has passed out of House committee and a fight is expected in the Senate. Jessica reported that there were two transportation bills, the House bill died in committee and the Senate bill is being heard today. Miriam added that neither bill included new funding, which when factoring in TABOR would impact funding for other State needs.

#### Transportation Report:

No updates.

#### VISTA Report:

Dylan reported that he completed his data analytics course. He has been working on a grant application through RREO.

### **IV. Discussion Items**

#### **V. Decision Items**

##### Colorado Telework Network Agreement:

Miriam explained that the Colorado Telehealth Network (CTN) is affiliated with the Colorado health system to help rural health centers apply for federal funding. The COG has been trying to negotiate a contract, since there have been challenges she is requesting to allow staff to

negotiate a contract in consultation with the executive committee and then approve the contract in preparation for the application next week. One issue of contention is that their standard ongoing fees do not seem appropriate for this project. If the fee can be set as a percentage of the amount awarded she would like to use a DOLA grant to cover this. David added that this contract seems to have been developed for different types of organizations and situations, but CTN has stated that they won't change their formal contract. He suggested that it may be possible to include an addendum to address portions that do not apply to this project. Fred asked who they typically work with. Miriam replied that they typically work with single organizations and it is to reduce cost, not to build infrastructure. Chris asked about the DOLA grant. Miriam replied that this will be applied for in the summer. Michael asked what the request is for this item. Miriam replied this is to allow staff, the attorney and the executive committee to negotiate and sign the contract before the next meeting. Chris asked if there is concern about the DOLA grant not being awarded. Miriam clarified that if there is no funding awarded then there is no payment to CTN, this is why she would prefer the DOLA grant end at the end of the federal cycle. Fred asked how long there will be to obtain funding for the remaining portion. Miriam replied 3 years. There was discussion about risks and potential sources for receiving alternate funds. David asked about match for the DOLA grant. Miriam replied she would use the federal funds as the DOLA match.

**Dick White motioned allow staff to negotiate a contract with CTN, with approval from legal and the executive committee prior to signing, before the April 2018 Board Meeting, Michael Whiting seconded, unanimously approved.**

Executive Committee Meeting Minutes from January 25, 2018:

**Tabled until the next meeting.**

#### RREO Grant Application:

Dylan explained that the RREO is accepting applications for ongoing operations for recycling centers. The COG's application is to hold household hazardous waste events throughout the region. There was discussion about the types of materials that would be accepted. Michael asked if this is the annual application. Dylan replied that this is an annual grant and this funding would be for one year. Michael mentioned that Archuleta has a significant amount of tires that they cannot afford to process. There was discussion that the RREO does not like to fund roving equipment due to a loss many years ago. Miriam requested input on needs from the communities for inclusion in future grant applications. There was discussion about options for how to set up the events.

**Dick White motioned to approve submission of the RREO grant, Gwen Lachelt seconded, unanimously approved.**

#### Region 9 – SWCCOG Facilitation:

Miriam explained that Region 9 and the SWCCOG are looking for facilitation to figure out how to better work together. The COG has received DOLA funding for this, at the last meeting there had not been a stand-out proposal. Staff went back to get additional information about the top two proposals. The two proposals were Karen Thompson and Paul Roithmayr, who are local, and Place Dynamics who had a very clear proposal. The COG does have a local preference of the lesser of 10% or \$500. There is still not a clear frontrunner, Place Dynamics was quick to pick up the new expectations but they have less expertise with local governments, while Thompson/Roithmayr have local knowledge but remained more focused on facilitation. Dick mentioned that Place Dynamics is offering that more be included within the project, as opposed

to certain elements that Thompson recommends deferring. Miriam added that Place Dynamic's proposal was very clear. There was discussion about anticipated outcomes. Mark asked about the difference in cost in the Thompson/Roithmayr proposal. Miriam replied that they are offering to give a discount.

**Michael Whiting motioned to negotiate a contract with Place Dynamics at the indicated rate, Dick White seconded, unanimously approved.**

## **VI. Community Updates**

Fred reported that the Town of Mancos will be bringing in a consultant for land use codes. They will be purchasing a new plow.

Gwen reported that La Plata County is working on an updated land use code. They are also working on the homeless issue.

Dick reported that the City of Durango is holding a public meeting about Lake Nighthorse recreation, there are opposed opinions and they are trying to find a viable compromise. They will also be hosting a series of public meetings about priorities while facing flat revenues. The character district initiative is moving forward, staff is beginning to discuss the urban renewal district.

Michael reported that Archuleta County is suing the State courts to begin holding court within the county again. They are looking at a sales tax ballot question for a justice center. The school is also looking at ballot issue in November. They are working closely with the Town of Pagosa Springs on the three joint strategic priorities of broadband, early childhood, housing. They are working on issues related to short term rentals.

David reported that he will be the COG representative for Pagosa Springs since John's term ends in April. He reported that short term rentals is a major issue, particularly as it impacts long term rentals.

Mark reported that the Town of Ignacio will have a sales tax question in April, there will be no races. They are preparing for projects in the summer related to irrigation systems and water utility. They are working on town beatification.

Kari reported that the Town of Rico had a good turnout for their winter carnival. They received grant funding from the Southwestern Water Conservation District for Silver Creek. They are looking to apply for a grant for engineering analysis. Their shuttle is running and has been successful and had increasing ridership. They are working to identify a water leak.

Chris reported that the Town of Bayfield will host an open house to seek input on the comprehensive plan update. They will host a public input forum on river corridor planning. The election has been cancelled, there will be two new members and two returning.

Adjourned at 2:58 p.m.

# February 2018 Financials

To: SWCCOG Board of Directors  
From: Sara Trujillo  
Date: 4 April 2018

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Comments: The following attachments include:

- Balance Sheet as of February 28, 2018
- January 1- February 28, 2018 Profit & Loss

Items to Note:

*Balance Sheet:* Miriam's credit card balance is due to travels to Denver; these expenses will go towards grants and be reimbursed or put towards in-kind requirements. Sara's credit card balance is a purchase for the All Hazards grant and will be reimbursed.

The outstanding accounts receivable items have been received since the end of February.

*P&L:* Accounts are on track. Please note that some line item amounts account for a multi-million broadband grant assumed to hit mid-year.

***Fiscal Impact: High, Budget changes throughout the year***

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

***Legal Review: Not Applicable***

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**Southwest Colorado Council of Governments**  
**Balance Sheet**  
**As of February 28, 2018**

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	Feb 28, 18
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Alpine Bank	
Alpine Bank Account (UR)	173,235.76
Total Alpine Bank	173,235.76
<b>Petty Cash</b>	
AmeriCorps VISTA	111.33
Petty Cash - Other	22.97
Total Petty Cash	134.30
<b>Total Checking/Savings</b>	173,370.06
<b>Accounts Receivable</b>	
<b>Accounts Receivable</b>	
Total Accounts Receivable	50,430.03
<b>Other Current Assets</b>	
Prepaid Expense	11,994.00
Total Other Current Assets	11,994.00
<b>Total Current Assets</b>	235,794.09
<b>TOTAL ASSETS</b>	<b>235,794.09</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
Accounts Payable	20,436.66
Total Accounts Payable	20,436.66
<b>Credit Cards</b>	
<b>Credit Cards</b>	
Miriam	3,058.29
Sara	456.74
Total Credit Cards	3,515.03
Total Credit Cards	3,515.03
Total Current Liabilities	23,951.69
Total Liabilities	23,951.69
<b>Equity</b>	
<b>Retained Earnings</b>	76,659.72
Net Income	135,182.68

5:57 PM

04/02/18

Accrual Basis

**Southwest Colorado Council of Governments  
Balance Sheet  
As of February 28, 2018**

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	Feb 28, 18
Total Equity	<u>211,842.40</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>235,794.09</u></b>

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

	Jan - Feb 18	Budget	% of Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>All Hazards</b>			
<b>2016 SHSP</b>	0.00	163,346.00	0.0%
<b>All Hazards - Other</b>	0.00		
<b>Total All Hazards</b>	0.00	163,346.00	0.0%
<b>Broadband</b>			
<b>CDOT Funding</b>	0.00	333,333.00	0.0%
<b>DoLA BB Grant</b>	0.00	375,000.00	0.0%
<b>FCC Grant</b>	0.00	3,000,000.00	0.0%
<b>Private Equity</b>	0.00	1,666,667.00	0.0%
<b>Total Broadband</b>	0.00	5,375,000.00	0.0%
<b>CDOT Grants</b>			
<b>SWTPR Grant</b>	1,043.67	22,100.00	4.7%
<b>Transit 5304</b>	0.00	27,000.00	0.0%
<b>Total CDOT Grants</b>	1,043.67	49,100.00	2.1%
<b>DoLA Grants</b>			
<b>DoLA 8330</b>	16,285.70	28,000.00	58.2%
<b>DoLA 8573</b>	0.00	35,000.00	0.0%
<b>Total DoLA Grants</b>	16,285.70	63,000.00	25.9%
<b>Dues Revenue</b>			
<b>Admin Position</b>	0.00	12,200.00	0.0%
<b>COG Dues</b>	150,970.00	145,000.00	104.1%
<b>SWTPR Contributions</b>	6,842.00	7,607.00	89.9%
<b>Total Dues Revenue</b>	157,812.00	164,807.00	95.8%
<b>Misc. Income</b>			
<b>SCAN Services</b>			
<b>Dark Fiber Leasing</b>	8,538.00	29,328.00	29.1%
<b>Internet &amp; Transport</b>	2,070.00	8,280.00	25.0%
<b>Total SCAN Services</b>	10,608.00	37,608.00	28.2%
<b>Total Income</b>	214,212.27	5,862,861.00	3.7%
<b>Gross Profit</b>	214,212.27	5,862,861.00	3.7%
<b>Expense</b>			
<b>Advertising and Promotion</b>	0.00	240.00	0.0%
<b>All Hazards Projects</b>			
<b>All Hazards 2015 SHSP</b>			
<b>Grant 2015 Project 5</b>	31.98		
<b>Total All Hazards 2015 SHSP</b>	31.98		
<b>All Hazards 2016 SHSP</b>			

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

	Jan - Feb 18	Budget	% of Budget
Grant 2016 Project 1	2,000.26		
Grant 2016 Project 6	3,865.00		
<b>Total All Hazards 2016 SHSP</b>	<b>5,865.26</b>		
All Hazards 2017 SHSP			
Grant 2017 Project 3	8,124.50		
<b>Total All Hazards 2017 SHSP</b>	<b>8,124.50</b>		
All Hazards Projects - Other	0.00	157,346.00	0.0%
<b>Total All Hazards Projects</b>	<b>14,021.74</b>	157,346.00	8.9%
Bank Service Charge	0.00	200.00	0.0%
Broadband Expenses			
SCAN Dark Fiber Lease	0.00	7,332.00	0.0%
<b>Total Broadband Expenses</b>	<b>0.00</b>	<b>7,332.00</b>	<b>0.0%</b>
Conference Fee	116.00		
Consulting	16,285.70	5,313,500.00	0.3%
Employee/Board Appreciation	30.42	100.00	30.4%
Information Technology (IT)			
Internal IT Consulting	0.00	50.00	0.0%
Software	251.75	1,324.00	19.0%
<b>Total Information Technology (IT)</b>	<b>251.75</b>	<b>1,374.00</b>	<b>18.3%</b>
Insurance Expense			
General Liability	3,621.75	8,000.00	45.3%
Health	4,284.00	36,720.00	11.7%
Worker's Compensation	0.00	1,750.00	0.0%
<b>Total Insurance Expense</b>	<b>7,905.75</b>	<b>46,470.00</b>	<b>17.0%</b>
Internet Connectivity			
Fast Track	1,800.00	10,800.00	16.7%
Internet Connection (AT&T)	64.64	390.00	16.6%
<b>Total Internet Connectivity</b>	<b>1,864.64</b>	<b>11,190.00</b>	<b>16.7%</b>
Meetings	14.63	5,000.00	0.3%
Memberships	6,350.00	6,048.00	105.0%
Office Equipment	1,164.87	6,000.00	19.4%
Office Supplies	505.74	850.00	59.5%
Office Telephone	0.00	980.00	0.0%
Postage and Delivery	22.00	80.00	27.5%
Professional Development	0.00	4,000.00	0.0%
Professional Fees			
Accounting Software	0.00	200.00	0.0%
Audit	0.00	5,900.00	0.0%
Legal	547.20	7,000.00	7.8%
Misc.	24.43	500.00	4.9%

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

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	Jan - Feb 18	Budget	% of Budget
<b>Total Professional Fees</b>	571.63	13,600.00	4.2%
Rent	0.00	95.00	0.0%
<b>Salary and Wages</b>			
457 Retirement	1,060.08	9,355.00	11.3%
Car Allowance	600.00	3,600.00	16.7%
Cell Phone Allowance	390.00	1,560.00	25.0%
Housing Allowance	0.00	2,400.00	0.0%
Payroll Processing Fee	382.39	2,400.00	15.9%
Payroll Tax	1,888.05	16,783.00	11.2%
Salary and Wages - Other	23,089.67	196,290.00	11.8%
<b>Total Salary and Wages</b>	27,410.19	232,388.00	11.8%
Travel	2,514.53	25,000.00	10.1%
<b>Total Expense</b>	79,029.59	5,831,793.00	1.4%
<b>Net Ordinary Income</b>	135,182.68	31,068.00	435.1%
<b>Net Income</b>	<b>135,182.68</b>	<b>31,068.00</b>	<b>435.1%</b>

# Reports

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# Director Report

To: SWCCOG Board of Directors  
From: Miriam Gillow-Wiles  
Date: 5 April 2018

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Comments: Happy Spring!

As usual much of my time has been consumed by broadband. Thankfully there is a little lull right now between FCC USAC and DOLA requests to focus on all the other bits and pieces that have been hard to stay on top of with such large requests. I am hoping to also catch up on some sleep and take a few days off to reset.

## **Region 9 – SWCCOG Facilitation**

The Board will hopefully approve the contract for the facilitation between Region 9 and the SWCCOG later in the packet. Laura and I evaluated the additional question and answers from the two most responsive bidders and ultimately selected Place Dynamics. We had an initial meeting about time lines, contracts, and other logistics earlier in March. I am confident the contractor will work well with both agencies.

## **Board Retreat**

The Board Retreat will be held at the Durango Rec Center on Thursday, May 10, 2018 from 9-4. The regular Board Meeting on the first Thursday of the month is cancelled due to the Retreat the following week. We will be working with Karen Thompson again for facilitation. She will review the documents from last year, and update/refine the documents. We will have a regular Board Meeting that day as well. Lunch will be provided and parking is free at the Rec Center

## **Office Space**

Starting in 2019, the SWCCOG's offices will no longer be located at the Carnegie Building. The City of Durango is in need of the space. Staff is working with Region 9 during their search for new office space. We are also working on other low cost options and locations.

# Broadband Report

To: SWCCOG Board of Directors  
From: Miriam Gillow-Wiles  
Date: 5 April 2018

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Comments Finally the some of the major pieces for broadband development across the region are coming together. Staff will have time in April to work on other broadband projects such as aggregation of services, helping communities coordinate with the ISPs, and other such needs regarding broadband.

## **FCC USAC Rural Healthcare**

All funding applications have been sent to the FCC, and are awaiting approval (expected this week). After approval, they will be posted to the FCC website. The SWCCOG will also post to the State Purchasing Website, the SWCCOG's website, and sent out to the local ISPs. We submitted an RFP for each participating agency, Dolores County Health Department, San Juan Health Department, San Miguel Health Department, and Southwest Memorial Hospital District (Cortez, Dolores, Mancos locations). Each agency is eligible for up to \$17,000,000

The initial date for the Rural Healthcare application was May 31. However, the FCC has lengthened the application deadline to June 29. In that time the RFPs will be open for 28 days. After they close, the SWCCOG will work with NeoConnect, Colorado Telehealth Network, and the participating agencies to select a qualified bidder for each build, contracts will be developed, as well as any other documents required by USAC. The package will then be submitted by June 29. It may take up to 9 months for any funding confirmation from the FCC.

## **Colorado Telehealth Network (CTN) Contract**

SWCCOG staff is still negotiating with CTN on an acceptable contract and management and administration fee for the USAC RHC funding. The existing contract from CTN is more aligned with lower cost lit services (connectivity) rather than self-provisioning (building our own) infrastructure. Staff has requested a comprehensive list of services provided by CTN and the real costs for such services to help identify a reasonable amount of M&A costs. The existing fee schedule is set such that any funding awarded over \$10,000,000 would have no more than \$250,000 management fee. However, the SWCCOG has four RFPs open, and as a result IF all are awarded \$10,000,000, the management fee is \$1,000,000. We will continue to work in good faith with CTN to resolve these questions and have a contract that works for both agencies.

## **DOLA Broadband Grant**

Staff submitted a DOLA EIAF grant for \$1,000,000 for broadband development. Staff used the USAC funding as match. The Board will notice that the match is only \$1,000,000. Staff chose a low number as the funding looks significant from USAC, but

# Broadband Report

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is also an unknown at this point. Additionally, the SWCCOG included funding from the Pagosa Springs Community Development Corporation who is working on creating a county/community wide broadband plan. This will increase the funding for the Regional Broadband Coordinator. The DOLA grant is expected to last 12-18 months. The DOLA budget is below.

SWCCOG DOLA Broadband 2018 Grant					
No Grant Match From Communities					
Project	DOLA	Cash Match	In Kind	Total Per Project	
Consultant Services					
Broadband Coordinator	\$ 150,000	\$ 100,000	\$ -	\$ 250,000	
Broadband Consultant(s)	\$ 600,000	\$ 1,000,000	\$ -	\$ 1,600,000	
Capital Improvement	\$ 150,000	\$ -	\$ -	\$ 150,000	
Personnel Costs	\$ 100,000	\$ -	\$ -	\$ 100,000	
<b>Total DOLA Request</b>	<b">\$ 1,000,000</b">				
<b>Total Cash/In-Kind</b>	<b">\$ 1,100,000</b">				

# Legislative Update

To: SWCCOG Board of Directors

From: Jessica Laitsch

Date: 2 April, 2018

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Comments: Attached is a summary of bills that have been introduced in the Colorado General Assembly.

## SWCCOG 2018 Legislative Summary - State

Bill No	Short Title	Subject	Summary	Sponsors	Recent Action	Action Date	Position	Staff Comments
SB 18-001	<a href="#">Transportation</a> <a href="#">Infrastructure</a> <a href="#">Funding</a>	Transportation	Require transportation commission to submit a ballot question at the November 2018 general election, which, if approved, would authorize the state, with no increase in any taxes, to issue additional transportation revenue anticipation notes for the purpose of addressing critical priority transportation needs; would exclude note proceeds and investment earnings on note proceeds from state fiscal year spending limits; would repeal an existing requirement that the state treasurer execute lease-purchase agreements for the purpose of funding transportation projects; and would require ten percent of state sales and use tax net revenue to be credited to the state highway fund for the purpose of repaying any notes issued and funding transportation projects	Cooke, Baumgardner, Carver, Buck, Coram, Crowder, Gardner, Grantham, Hill, Holbert, Lambert, Lundberg, Marble, Neville, Scott, Sonnenberg, Tate, Leonard	Passed Senate with amendments	28-Mar-2018	Monitor	
SB 18-002	<a href="#">Financing Rural</a> <a href="#">Broadband</a> <a href="#">Deployment</a>	Broadband	Amend definition of 'broadband network' to increase the speed of downstream broadband internet service from at least 4 Mbps to at least 10 Mbps and the definition of 'unserved area' to refer to areas that are unincorporated, or within a city with a population of fewer than 7,500 inhabitants, and not receiving federal broadband support.	Coram, Sonnenberg, Becker, Duran, Baumgardner, Cooke, Grantham	Sent to Governor	29-Mar-2018	Monitor	Amendments made in House Committee, several concerns addressed, will need to return to Senate, staff continuing to closely follow status, CML and CCI support, CCUA and CCAT oppose unless amended, DOLA funding (discourages public private partnerships)
SB 18-007	<a href="#">Affordable</a> <a href="#">Housing Tax</a> <a href="#">Credit</a>	Housing	Renaming the low-income housing tax credit the Colorado affordable housing tax credit and extending the period during which the Colorado housing and finance authority may allocate affordable housing tax credits.	Guzman, Tate, Becker, Duran, Court, Fenberg, Fields, Jones, Merrifield, Todd, Zenzinger	House Finance refer amended to Appropriations	19-Mar-2018	Monitor	CML, Club 20, CCI and CCAT support

## SWCCOG 2018 Legislative Summary - State

SB 18-059	<a href="#">Public Safety Info Sharing</a>	Public Safety	Creates the law enforcement information-sharing grant program fund and directs the general assembly to appropriate \$1.9 million to the fund from the marijuana tax cash fund for the 2018-19 fiscal year. In July 2021 all unexpended money in the fund will be transferred to the General Fund	Fields, Pabon	Senate Committee on Judiciary Refer Amended to Appropriations	5-Mar-2018	Monitor	CML supports
SB 18-104	<a href="#">Federal Funds For Rural Broadband Deployment</a>	Broadband	Concerning a requirement that the broadband deployment board file a petition with the federal communications commission to seek a waiver from the commission's rules prohibiting a state entity from applying for certain federal money earmarked for financing broadband deployment in remote areas of the nation.	Donovan, Willett, Court, Fenberg, Jones, Kagan, Kerr, Merrifield, Todd, Zenzinger, Becker, Roberts	Sent to Governor	29-Mar-2018	Monitor	Staff recommends support, CCI supports
SB 18-158	<a href="#">School Access To Interoperable Communication Technology</a>	Telecommunications, Education	Grant recipients may use the money received through the grant program to provide training in procedures for effective communications with first responders in an emergency, to update school crisis management plans, and to work with the vendor selected by the chief information officer in the office of information technology to make specified upgrades [maintain or improve existing or provide new] in connection with interoperable communications abilities.	Coram, Garcia, Catlin, Duran	Senate Appropriations Hearing	3-Apr-2018	Monitor	
SB 18-190	<a href="#">County Land Use Delegation</a>	Local Government	Authorizes any board of county commissioners, by resolution, to delegate to the county planning commission any power granted to or duty placed upon the board in connection with county planning law, providing that the right to appeal to the board of county commissioners is retained in any such delegation. Expressly excludes the power to impose fines and penalties.	Gardner	Senate Local Government Hearing	10-Apr-2018	Monitor	CCI opposes
SB 18-200	<a href="#">PERA Reforms</a>	State Government	Makes changes to the hybrid defined benefit plan administered by the public employees' retirement association (PERA) to modify benefits, increase contributions, ensure alignment of contributions, service credit, and benefits, and make other modifications	Priola, Tate, Becker, Pabon, Jahn	Senate Third Reading Passed	27-Mar-2018	Monitor	CML supports

## SWCCOG 2018 Legislative Summary - State

HB 18-1001	<a href="#">State Family Leave</a>	Labor and Employment	Creates the family and medical leave insurance (FAMLI) program to provide partial wage-replacement benefits to an eligible individual who takes leave from work to care for a new child or a family member with a serious health condition or who is unable to work due to the individual's own serious health condition. Each employee in the state will pay a premium based on a percentage of the employee's yearly wages and must not initially exceed .99%. The premiums are deposited into the family and medical leave insurance fund from which family and medical leave benefits are paid to eligible individuals.	Gray, Winter, Donovan, Fields	House Finance Refer Unamended to Appropriations	7-Mar-2018	Monitor	Club 20 oppose
HB 18-1099	<a href="#">Broadband Deployment Level Playing Field</a>	Broadband	Concerning criteria that the broadband deployment board is required to develop with regard to an incumbent telecommunications provider's exercise of a right to implement a broadband deployment project in an unserved area of the state upon a nonincumbent provider's application to the broadband deployment board to implement a proposed broadband deployment project in the unserved area.	Catlin, McLachlan, Coram	Sent to Governor	2-Apr-2018	Support	CCI and CML support
HB 18-1188	<a href="#">Electronic Data Transportation Infrastructure</a>	Transportation	Concerning authorization for the Colorado department of transportation to use location information from an electronic device.	Jackson, Hill, Bridges, Coleman, Ginal, Melton, Roberts, Salazar, Wilson, Winter, Zenzinger	Assigned to Senate Transportation	12-Mar-2018	Monitor	
HB 18-1195	<a href="#">Tax Credit Contributions Organizations Affordable Housing</a>	Housing	Concerning the creation of a credit against the state income tax to promote contributions to nonprofit organizations engaged in the development of affordable housing for home ownership.	Pabon, Tate, Landgraf, Gardner, Scott	House Finance refer amended to Appropriations	26-Feb-2018	Monitor	

## SWCCOG 2018 Legislative Summary - State

HB 18-1201	<u>Severance Tax</u> <u>Voter-approved Revenue Change</u>	State Revenue	Concerning a voter-approved revenue change to allow the state to retain and spend an amount equal to state severance tax revenues. The change only has effect in years when the state would otherwise be required to make a refund under section 20 of article X of the state constitution (TABOR).	Thurlow, Coram	House Finance Hearing	9-Apr-2018	Monitor	CML supports
HB 18-1205	<u>Financial Relief</u> <u>Defray Individual Health Plan Costs</u>	Health Care and Insurance	Concerning a financial relief program to provide financial assistance to an individual earning a household income of not more than five hundred percent of the federal poverty line of which the individual spends more than twenty percent on health insurance premiums for individual health insurance purchased through the Colorado health benefit exchange.	Roberts, Donovan, Willett, Crowder	House Committee on Health, Insurance, & Environment Refer Unamended to Appropriations	8-Mar-2018	Monitor	CCAT supports
HB 18-1281	<u>PUC Ethics</u>	Energy, State Government	Prohibiting a person with recent connections to a regulated utility from serving on the Colorado public utilities commission and providing for periodic performance audits of the commission and its staff and operations	Esgar	House Transportation and Energy Hearing	4-Apr-2018	Monitor	
HB 18-1289	<u>Exempt Local Government</u> <u>School Districts</u> <u>Forced Pooling</u>	Energy, Natural Resources	Current law authorizes 'forced' or 'statutory' pooling, a process by which any interested person—typically an oil and gas operator—may apply to the Colorado oil and gas conservation commission for an order to pool and develop oil and gas resources located within a particularly identified drilling unit absent consent from the mineral owner. The bill exempts local governments and school districts that own mineral rights from being forced pooled but maintains their ability to engage in voluntary pooling.	Foote, Young, Jones	House Transportation and Energy	8-Mar-2018	Monitor	

## SWCCOG 2018 Legislative Summary - State

HB 18-1312	<a href="#">Open Internet Customer Protections In Colorado</a>	Telecommunications	Concerning the protection of the open internet, and, in connection therewith, disqualifying an internet service provider from receiving high cost support mechanism money or other money received to finance broadband deployment if the internet service provider engages in certain practices that interfere with the open internet and requiring an internet service provider that engages in such practices to refund any such money received.	Hansen, Herod, Donovan, Arndt, Bridges, Buckner, Coleman, Duran, Esgar, Foote, Garnett, McLachlan, Michaelson Jenet, Pettersen, Roberts, Weissman, Winter, Young	House State, Veterans and Military Affairs Hearing	11-Apr-2018	Monitor	
SB 18-005	<a href="#">Economic Assistance Rural Communities</a>	Business & Economic Development, State Government	Concerning economic assistance for rural communities experiencing certain significant economic events that lead to substantial job loss in those communities, and authorizing DOLA to coordinate nonmonetary assistance and award grant money to assist rural communities with job creation or retention. A fund for the award of grant monies will be established from an annual transfer of \$500,000 from the State General Fund	Donovan, Roberts, Aguilar, Court, Fenberg, Guzman, Kagan, Kefalas, Kerr, Merrifield, Moreno, Todd, Williams, Zenzinger	Governor signed	22-Mar-2018	Passed	CCI supports
HB 18-1116	<a href="#">Broadband Deployment Board Apply For Federal Funds</a>	Broadband	Concerning measures authorizing the broadband deployment board to seek federal money earmarked for financing broadband deployment.	Rankin, Moreno	Signed by Governor	29-Jan-2018	Passed	CCI supports
SB 18-006	<a href="#">Recording Fee To Fund Attainable Housing</a>	Housing	Concerning the ability of the counties to increase the fee they charge for the recording of real estate documents for the purpose of financing a statewide attainable housing investment fund.	Zenzinger, Winter, Aguilar, Court, Donovan, Fenberg, Guzman, Kagan, Kefalas, Kerr, Moreno, Todd, Williams	Senate State, Veterans, & Military Affairs	5-Feb-2018	Failed	
SB 18-049	<a href="#">Use Of Mobile Electronic Devices While Driving</a>	Transportation	Prohibition of the use of mobile electronic devices for drivers of all ages	Court, Melton	Senate State, Veterans, & Military Affairs	24-Jan-2018	Failed	

## SWCCOG 2018 Legislative Summary - State

HB 18-1054	<a href="#">Affordable Housing Plastic Shopping Bag Tax</a>	Housing	Concerning an increase in funding for affordable housing through a tax on plastic shopping bags.	Rosenthal, Court	Assigned to House Local Government + Finance + Appropriations	10-Jan-2018	Failed	
HB 18-1071	<a href="#">Regulate Oil Gas Operations Protect Public Safety</a>	Natural Resources	Concerning the regulation of oil and gas operations in a manner consistent with the protection of public safety. Current law declares that it is in the public interest to '[f]oster the responsible, balanced development, production, and utilization of the natural resources of oil and gas in the state of Colorado in a manner consistent with protection of public health, safety, and welfare, including protection of the environment and wildlife resources'. The Colorado court of appeals, in Martinez v. Colo. Oil & Gas Conservation Comm'n , construed this language to mean that oil and gas development is not balanced with the protection of public health, safety, and welfare, including protection of the environment and wildlife resources. Rather, that development must occur in a manner consistent with such protection.	Salazar, Moreno, Arndt, Becker, Benavidez, Exum, Foote, Ginal, Gray, Herod, Hooton, Kennedy, Lebsack, Lee, Lontine, Melton, Pettersen, Roberts, Sandridge, Singer, Weissman, Winter	Senate Agriculture, Natural Resources, & Energy Hearing	7-Mar-2018	Failed	Club 20 oppose
HB 18-1119	<a href="#">Highway Building &amp; Maintenance Funding</a>	Transportation	Rural highway building and maintenance funding, and requiring a specified percentage of net revenue generated by the existing state sales and use tax to be credited to the state highway fund; requiring the transportation commission to submit to the voters of the state at the November 2018 general election a ballot question, which, if approved, will, without raising taxes, authorize the state to issue transportation revenue anticipation notes	Leonard, Neville, Beckman, Buck, Carver, Covarrubias, Humphrey, Liston, Neville, Saine, Van Winkle, Williams	House Transportation and Energy Hearing postpone indefinitely	21-Feb-2018	Failed	
HB 18-1125	<a href="#">Tax Credit Employer-assisted Housing Pilot Program</a>	Housing	Concerning the creation of a credit against the state income tax as a pilot program to promote employer-assisted housing projects in rural areas.	Wilson	House Finance Postpone Indefinitely	26-Feb-2018	Failed	

## SWCCOG 2018 Legislative Summary - State

HB 18- 1150	<a href="#"><u>Local Government</u></a> <a href="#"><u>Liable Fracking</u></a> <a href="#"><u>Ban Oil And Gas</u></a> <a href="#"><u>Moratorium</u></a>	Natural Resources	Specifies that a local government that bans hydraulic fracturing of an oil and gas well is liable to the mineral interest owner for the value of the mineral interest and that a local government that enacts a moratorium on oil and gas activities shall compensate oil and gas operators, mineral lessees, and royalty owners for all costs, damages, and losses of fair market value associated with the moratorium.	Buck, Becker, Beckman, Carver, Catlin, Covarrubias, Everett, Humphrey, Landgraf, Lawrence, Leonard, Lewis, Liston, Lundeen, McKean, Neville, Rankin, Ransom, Reyher, Saine, Sandridge, Sias, Thurlow, Van Winkle, Willett, Williams, Wilson, Wist	House State, Veterans, & Military Affairs Hearing	7-Mar-2018 Failed	CML and CCI oppose

# Transportation Report

To: SWCCOG Board of Directors  
From: Jessica Laitsch  
Date: 30 March, 2018

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Comments: Transportation:

The next SWTPR meeting will be held at 9:00 a.m. Thursday, 5 April, 2018 at the Carnegie Building, 1188 E 2nd Ave., Durango. Agenda items include identification of priority projects for the Transit Development Program and a Planning Toolkit presentation in preparation for the Statewide planning process.

Transit:

5304 Four Corners Coordinated Transit Plan – We are working with the steering committee members and the consultant to identify a stakeholder group, collect additional pieces of information, and move to the next phase of the project.

NADO Technical Assistance Cortez/Durango fixed route bus – Staff is working with the consultant to schedule a site visit for this project.

The last Regional Transit Council meeting was held on 16 March, 2018. The discussion included an update on the State's proposed distribution for FTA 5311 funds and updates with respect to non-emergency medical transport. The next Regional Transit Council meeting will be held in May 2018.

# VISTA's Report

To: SWCCOG Board of Directors  
From: VISTA  
Date: 28 March, 2018

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Comments: **Recycling Education Program**

I have recently been in continuous contact with Kemper Elementary in Cortez. They are going to be teaching their earth sciences unit, which will include recycling, sometime during the end of April and beginning of May. They will be utilizing the material that the SWCCOG has given them, and I am hoping that it goes off without a hitch.

**CARO Website**

This past week I have been working on transferring the CARO website from its current location onto the state of Colorado's official web portal. The website functionality and look will remain the same. This change in domain will allow the site to be updated easier, and will lower the knowledge base needed to keep the site running.

## Discussion Items

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## Decision Items

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# SWCCOG Executive Committee Minutes

To: SWCCOG Board of Directors  
From: Jessica Laitsch  
Date: 2 April 2018

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Comments: Executive Committee Minutes from January 25, 2018 for approval. This item was tabled at the March Board meeting.

***Legal Review:*** None

***Fiscal Impact:*** None

***Staff Recommendation:*** Executive Committee approve the attached minutes from January 25, 2018.

**Southwest Colorado Council of Governments**  
**Executive Committee Meeting**  
**Thursday, January 25 2018, 1:30 p.m.**

**In attendance:**

Karen Sheek – Town of Cortez (via phone)

Chris La May – Town of Bayfield (via phone)

Miriam Gillow-Wiles – Southwest Colorado Council of Governments (via phone)

Sara Trujillo – Southwest Colorado Council of Governments

Jessica Laitsch – Southwest Colorado Council of Governments

The meeting began at 1:32 p.m.

Miriam described the various meetings and discussions she has been engaged with while in Denver. She will be meeting with Senator Coram regarding potential changes to the Broadband high cost fund. Chris asked if the fund is only for private companies. Miriam replied yes, it is only intended for private companies and non-profits established before 2014, however there are opportunities for partnerships.

Miriam stated that Sara will talk about the 2017 budget amendment. There will also be a letter to extend the DOLA 8330 grant and contractor selection for the project with Region 9. Sara explained that she has been in communication with Lori, the All Hazards coordinator, to ensure the budget amendment is as accurate as possible. Miriam added that staff tried to avoid as many purchases as possible in 2017.

Chris asked about the money for the remaining projects through the Downtown Capital Improvement Grant. Miriam replied that she would get a contract together between Bayfield, Ignacio and the SWCCOG to ensure there is a formal agreement to protect all parties. Staff will work with the attorney to develop a contract for situations like this.

Miriam explained that she is working with San Juan Basin Health Department to address their concerns about the Rural Healthcare Grant, if they do not sign the letter the SWCCOG cannot spend any FCC money from the project in La Plata or Archuleta counties. Karen asked how this would impact the entire project. Miriam replied that the region should still be eligible for the same amount of funding, one way it could change the project is to complete it in phases, with the west side completed first and the east side later. This would mean fewer people receive the benefit at first, but may create opportunities to build a better system overall.

Chris clarified that the meeting will be the second Thursday of the month. Miriam replied that the first Thursday there was a major meeting that several board members would be attending. She added that TPR will still hold their meeting on February 1.

The meeting ended at 1:52 p.m.

# SWCCOG Executive Committee Minutes

To: SWCCOG Board of Directors  
From: Sara Trujillo  
Date: 5 April 2018

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Comments: Executive Committee Minutes from February 15, 2018 for approval.

***Legal Review:*** None

***Fiscal Impact:*** None

***Staff Recommendation:*** Executive Committee approve the attached minutes from February 15, 2018.

**Southwest Colorado Council of Governments**  
**Executive Committee Meeting**  
**Thursday, February 15 2018, 1:30 p.m.**

**In attendance:**

Gwen Lachelt – La Plata County  
Chris La May – Town of Bayfield (via phone)  
Miriam Gillow-Wiles – Southwest Colorado Council of Governments  
Sara Trujillo – Southwest Colorado Council of Governments

The meeting began at 1:37 p.m.

Miriam said with the February and March meetings being close together, the March agenda is simply the usual items at this time with nothing under decision or discussion. However, there might be a contract with Colorado Telehealth Network (CTN) under decision items if it gets done in time.

Chris asked what the status is on San Juan Basin Health (SJBH) in regards to the broadband infrastructure grant. Miriam said the SJBH board had some questions and while some answers have been received, she is still trying to get answers to others. Questions pertain to ownership, management of fiber, and legal exposure among others. Gwen asked if any answers have been sent to Liane Jollon with the SJBH. Miriam said no that she was waiting to send all answers at the same time. Gwen said it would be helpful to send what answers Miriam has now so the SJBH board and Liane Jollon can see that effort is being made to answer their questions. Miriam will send what she has. Miriam said if SJBH does not want to participate, she would advocate moving forward with the application and apply for Archuleta and La Plata Counties next year or the year after next. Chris said this would mean hiring CTN twice and spending twice the money on the application process. Miriam said she can try Axis but has had issues receiving any response in the past.

Miriam said she and Laura Lewis met regarding the facilitation between the two agencies and went through the different proposals received. They agreed that the 2 best proposals came from the company out of Wisconsin and the local respondent. There are some additional questions Miriam would like to ask the contractors. Gwen asked if both Laura and Miriam are on the same page. Miriam said yes and they would like staff and Executive Committee engagement versus multiple full board meetings. Gwen asked when the Executive Committees would meet. Miriam said a contract needs to be in place first and a contractor time line, most likely in the spring. Chris asked if the current Executive Committee members are members of both organizations. Miriam said William Tookey, Shane Hale, and Dan Fernandez comprise the Region 9 Executive Committee all of whom are COG board members with the exception of Mr. Fernandez. Chris asked if a contractor recommendation will be given at the next board meeting. Miriam said that is the goal.

Miriam reported that DoLA does not want to give an extension on the existing grant and do not want to extend the deadline for the new grant. Working with DoLA is becoming more stringent.

Miriam said the Legislative Committee meets tomorrow. There are two items of concern one being SB02 regarding broadband funding where 15 different amendments were proposed during the hearing in the senate. CCI is opposing while CML will not take a stance. Gwen asked if Miriam has talked to Barbara McLachlan regarding this bill. Miriam said no, but that is the next step. In addition, Miriam would like to talk to the Legislative Committee about sending a letter. Gwen asked Miriam to put together a fact

sheet of what is negative about this bill. The other item of concern is if there is federal funding received in an area, that area is ineligible for the broadband high cost funds. For example, if we receive CAFII, E-Rate, or Rural Healthcare funding, our ISPs are no longer eligible to receive broadband high cost funds. Miriam will copy the Executive Committee on anything that goes to the Legislative Committee to ensure all are up-to-date.

The meeting ended at 2:12 p.m.

# Organizational Collaboration

## Plan Contract

To: SWCCOG Board of Directors  
From: Miriam Gillow-Wiles  
Date: 2 April, 2018

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**Comments:** The SWCCOG was awarded DOLA funding for the development of a Southwest Colorado Organizational Collaboration Plan between the SWCCOG and the Region 9 Economic Development District. The SWCCOG issued an RFP for a Consultant and received four proposals. At the March 2018 meeting, the Board directed staff to negotiate a contract with Place Dynamics. That contract is attached.

**Basic Information on the Contract:**

- The total project cost is \$35,000
- The project is scheduled to be complete by the end of the 2018 calendar year

**Legal Review:** Legal reviewed the contact, the contractor accepted a number of changes recommended by legal.

**Fiscal Impact:** Project paid for by DOLA EIAF 8573 with match from Region 9 and SWCCOG.

**Staff Recommendation:** Approve contract with signature authority to the Executive Director.

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## **AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN PLACE DYNAMICS LLC AND SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS**

THIS IS AN AGREEMENT effective as of April 5, 2018 between Place Dynamics LLC ("Consultant"), whose address is 3090 S. Country Lane, New Berlin, WI 53146 and Southwest Colorado Council of Governments ("Client"), a political subdivision of the State of Colorado, whose address is PO Box 963, Durango CO 81302.

- A. Consultant has been retained by Client to provide services under this Agreement as described in Article 1, Scope of Work and summarized as follows:  
Work with staff of Client and Region 9 Economic Development District to assess operations, potential models, and alternatives.
- B. Consultant shall be solely responsible for the means and methods used in providing these services under this Agreement as an independent contractor.
- C. The Study Area for this project is generally defined as the Region 9 Economic Development District.
- D. Additional Documentation:  
Consultant shall complete within 15 days of the effective date of this contract documentation regarding: a) certification of compliance with prohibition of employ or contract of illegal aliens, b) proof of carrying professional liability insurance, c) provision of worker's compensation and d) a W9 form.

Consultant's Federal employer I.D. number or social security number is 87-0749994.

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

Consultant and Client in consideration of their mutual covenants as set forth herein, agree as follows:

### **Article 1 Scope of Work**

Consultant shall provide the following Services under this Agreement:

Our intent is to work primarily through staff of the two organizations to assess operations, potential models, and alternatives. During this phase of the project we will have minimal interactions with the boards of the two organization, and that through a small subcommittee that is intended to review draft ideas and offer advice to the team. This effort will culminate in a set of issues and alternative approaches that we will present to the two boards. In a workshop setting, we will assist the boards in choosing among alternatives to fashion an overall organizational design that is the best fit for the local area. Following this, we will again work with staff and the subcommittee in determining how that design can be achieved through short- and long-term actions.

1. Kickoff Meeting. Place Dynamics will schedule an initial visit to the region to conduct the kickoff meeting and interviews with stakeholders. We recommend that a core group of SWCCOG and Region 9 EDD staff participate in the kickoff meeting. Additional meetings or one-on-one

interviews can be held with other staff. Other meetings will be scheduled with organizational staff and with client organizations (communities, tribes, etc.). We will seek the assistance of SWCCOG and Region 9 EDD in identifying participants and scheduling meetings. These meetings will be with staff from the organization. As well as helping us to become acquainted with the organizations, we will use the meetings to gather insight into topics that may be explored through the case studies of other organizations.

2. Case Studies. Place Dynamics will confer with staff to identify three combined COG/ED Districts for which we will prepare broad case studies, concentrating on developing models of what has been successful within the organizations.
3. Needs Assessment. Information-gathering for this activity will begin during interviews conducted during the initial visit. The project team may conduct additional follow-up by email and telephone. We will gather additional relevant information (mission, plans, program descriptions, staffing charts, allocation of staff time, budgets and financial statements, etc.) from the organizations.
4. Cost Analysis. As an extension of the needs analysis, we will examine the costs associated with service delivery within both organizations.
5. Duplication. Place Dynamics will identify areas of potential duplication between the two organizations in areas such as administrative functions, supplies and equipment, training, technology, and programming, where it may be possible to make changes and improve efficiency.

**PROGRESS MEETING #1:** At the conclusion of this task we will schedule a second visit to the area to present our preliminary findings from these tasks and discuss them with project staff and other representatives from the two organizations. We recommend forming a subcommittee representing the boards of the two organizations, with a manageable number of members, who can offer input and advice to the project team.

6. Best Practices. During the discussion with local project staff, at the conclusion of the prior steps, we determine specific issues for which Place Dynamics should identify best practices. The consultant team will research these and prepare summaries that may be models for this effort. These case studies will be forwarded to local project staff for review.
7. Recommendations. Place Dynamics will review the information and consider discussions with staff and stakeholders in preparing a set of recommendations, as outlined in the request for proposals:
  - a. Potential improved productivity and/or customer service. This shall include evaluating service levels to ensure recommendations do not decrease current service levels.
  - b. Critical differences in existing policies, procedures, operating practices and methods as well as recommendations for resolving the differences.
  - c. Differences in current service level standards, methods for integrating service levels, and mechanisms to provide local customization of services within the existing jurisdictions.
  - d. Differences in pay scales and employee benefits.
  - e. Data and voice communications differences.
  - f. Integration of computer systems and technological resources.
  - g. Recommended solutions for administrative support services such as financial services (payroll, accounting, purchasing), telecommunications and information systems

- management, fleet maintenance, human resource management, employee relations, legal services, etc.
- h. Recommendations for any additional funding sources not already being captured and identify impacts on existing and future funding streams (including grants) based on consolidation, sharing of services and/or sharing of equipment, or absence thereof.
- i. Procedural requirements to accomplish any potential partnership, sharing services and/or sharing of equipment, including requisite timelines and impact on existing operations.
- j. Process to establish the legal and management structure for the respective agreements and contracts necessary to fully implement recommendations/options presented.

The recommendations will be provided to local project staff for review and consideration.

We propose to address the recommendations as sets of issues and options. In our approach we will describe an issue and why it is significant, then offer two or more choices of how it might be addressed. The implications of each choice will be summarized. In this way, the boards of the two organizations can have a more active hand in designing how the two organizations may come together.

PROGRESS MEETING #2: At the conclusion of this task we will schedule a third visit to the area to conduct the second of two progress meetings. The intent of the meeting is to present and discuss the alternative recommendations with project staff and other representatives from the two organizations. This will also provide an opportunity to meet with the two boards in more of a workshop format, to consider issues and alternative responses. Following the meeting, we will confer with local project staff to review and consider adjustments to the recommendations.

- 8. Legal requirements. Place Dynamics will review legal requirements related to chosen recommendations, including those under Colorado statutes, and federal, state, or local laws, ordinances, and regulations related to the recommendations.
- 9. Economic analysis. Place Dynamics will prepare an economic analysis of the recommendations related to organizational collaboration and shared overhead. This will address increased efficiencies, costs, customer service, and long-term financial stability. The working document will be shared, and discussed with local project staff.
- 10. Plan of Options. Place Dynamics will confer with local project staff in preparing a multi-year plan outlining options and associated costs, associated with the chosen recommendations. This plan will address areas of duplication along with other recommendations, and other matters identified during the course of the evaluation. As outlined in the request for proposals, the plan will provide:
  - a. a comparison of the economic pros and cons between the recommended options
  - b. a discussion of potential areas of financial savings both immediate and long term for each agency
  - c. recommended funding formulas/cost allocations
  - d. recommended administrative oversight and cost, including legal, risk management, information systems and personnel
  - e. anticipated pros and cons for partner organizations and other interested parties
  - f. other recommended actions for consideration

The plan will outline short-term (1 to 3 years) and long-term actions (4 to 5 years), working toward the intended reorganization.

Draft report, presentation, and final report. Place Dynamics will prepare a draft report and will return to the area to make a presentation of the analysis and recommendations. Following the presentation we will confer with local project staff to consider any revisions, and prepare a final report.

Consultant warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service. It shall be a condition of this Agreement that Consultant shall be responsible for meeting the program expectations of SWCCOG pursuant to Attachment A, and the terms, requirements, and specifications established herein, in the performance of services hereunder to the satisfaction of the SWCCOG. Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the services specified in this Agreement. Consultant warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the services specified in this Agreement.

## **Article 2 Client's Responsibilities**

Client agrees to provide Consultant with all available information, reports, GIS files, and any other related items requested by Consultant in order to provide its professional services. Consultant may rely on the accuracy and completeness of these items.

Client agrees to schedule and provide a location for interviews and focus group sessions as described within the Scope of Work.

Client agrees to advise Consultant of any known or suspected issues that may impact the results of the Project.

Client agrees to render decisions in a timely manner so as not to delay the orderly and sequential progress of Consultant's services.

## **Article 3 Schedule**

Kickoff meeting .....	Mar 22
Needs assessment .....	Mar 15-June 30
Cost analysis .....	Mar 15-June 30
Duplication .....	Mar 15-June 30
Progress meeting #1.....	July 1
Best practices .....	June 1-Aug 30
Recommendations.....	June 1-Aug 30
Legal requirements .....	June 1-Aug 30
Progress Meeting #2.....	Aug 30
Economic analysis.....	Sep 1-Sep 30
Plan of options .....	Sep 1-Sep 30
Draft report, presentation, and final report .....	Oct 1- Nov 15

Consultant shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.

The term for this contract is 12 months, commencing the effective date and terminating 12 months thereafter, unless terminated by either party prior to that time. It may be extended at any time by mutual written consent.

#### **Article 4 Compensation and Payments**

Client agrees to pay Consultant as follows:

- A. Consultant shall complete the Project for a total sum of \$35,000. This sum is inclusive of travel and data costs, and all other costs, necessary to complete the Project as described in the Scope of Work, with all payment contingent upon SWCCOG appropriation. Said payment is the full compensation to Consultant which shall bear all expenses incurred to accomplish the scope of work
- B. Consultant shall bill Client for Services once a month, which shall be accompanied by a Consultant monthly progress report for the previous month summarizing activities & accomplishments and total hours of activity. All payments are due Consultant within 30 days after the date of invoice. Client may hold payment for up to ten percent of the total sum until delivery of the final project report.
- C. Compensation shall be paid in the trade or business name of Consultant. Consultant shall be solely responsible for any payroll, withholding, or other taxes, and any of its insurance requirements. THE PARTIES HERETO UNDERSTAND THAT Consultant IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS OR UNEMPLOYMENT COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.
- D. Final billing will occur at the time the final report is delivered.

#### **Article 5 Termination**

Either Client or Consultant may terminate this Agreement upon seven days written notice.

If terminated, Client agrees to pay Consultant for all Services rendered and Reimbursable Expenses incurred up to the date of termination.

Upon not less than seven days' written notice, Consultant may suspend the performance of its services if Client fails to pay Consultant in full for services rendered or expenses incurred. Consultant shall have no liability because of such suspension of services or termination due to Client's nonpayment.

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

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

- (9) Is a party to fraud; or,
- (10) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

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

## **Article 6 Dispute Resolution**

Client and Consultant agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

## **Article 7 Miscellaneous Provisions.**

### **Ownership of Work Product**

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

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

### **Equal Employment Opportunity**

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

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

#### **Records**

Consultant shall maintain records that indicate the date, time, and nature of the services rendered under this agreement. Consultant shall make available for inspection by the SWCCOG all records, books of account, memoranda, and other documents pertaining to the SWCCOG upon reasonable request. SWCCOG, or a duly authorized representative from SWCCOG shall until three (3) years after final payment under this agreement have access to and the right to examine any of Consultant's books, documents, papers, or other records involving transactions related to this contract agreement. Additionally, pursuant to Section 6 of the SWCCOG procurement policy:

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

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

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

### **Insurance**

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

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

### **Conflict of Interest**

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

Consultant shall disclose any potential conflicts of interest with the project regarding other employment, contracts or representation.

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

### **Confidentiality**

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

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

### **Indemnification and Release**

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

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

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

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

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

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

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

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

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

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

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

This Agreement is the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Consultant.

In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that

any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.

Neither Client nor Consultant shall assign this Agreement without the written consent of the other.

Irrespective of any other term in this Agreement, Consultant shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Consultant's documents.

If this Agreement is not signed and returned to Consultant within 30 days, the offer to perform the described services may, in Consultant's sole discretion, be withdrawn and be null and void.

CONSULTANT

CLIENT

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Michael Stumpf, Principal  
Place Dynamics LLC

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Miriam Gillow-Wiles, Executive Director  
Southwest Colorado Council of Governments

Date:

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Date:

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# AIRWAVES Act Letter of Support

To: SWCCOG Board of Directors  
From: Miriam Gillow-Wiles  
Date: 5 April 2018

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Comments: The Southwest Colorado Council of Governments has been asked to take a position in support of the Advancing Innovation and Reinvigorating Widespread Access to Viable Electromagnetic Spectrum (AIRWAVES) Act sponsored by Senator Gardner. This legislation would require the FCC to auction the use of specified spectrum bands to wireless providers.

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

- 1) The request is from Senator Gardner's office, not from a member of the SWCCOG
- 2) The request does have regional impact
- 3) This proposal supports the SWCCOG's goals related to broadband
- 4) Other considerations:
  - It is unclear specifically how the auction will be conducted, for example whether there will be participant requirements, license sizes, and/or set-asides for smaller companies
  - There is no direct fiscal impact to the SWCCOG. The 10 percent of proceeds reserved for rural wireless infrastructure buildout has the potential for a positive fiscal impact in rural Colorado

***Legal Review:*** None

***Fiscal Impact:*** None

***Staff Recommendation:*** Approve the Letter of Support for the AIRWAVES Act.



# SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

5 April 2018

Senator Cory Gardner  
United States Senate  
354 Russell Senate Office Building  
Washington, DC 20510  
Phone: 202-224-5941

RE: Advancing Innovation and Reinvigorating Widespread Access to Viable Electromagnetic Spectrum (AIRWAVES) Act

Dear Senator Gardner,

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

There is a considerable amount of unused and unallocated spectrum throughout rural Colorado that if made available to rural wireless providers would be critical to the successful deployment of improved service. The proposed AIRWAVES Act encourages the use of various spectrum bands to improve the delivery of wireless broadband. Of note, the bill also includes a requirement to set aside 10 percent of auction proceeds specifically for rural wireless infrastructure buildout. This is a commendable step in seeking to bridge the urban-rural divide.

While the proposed AIRWAVES Act takes steps to improve rural connectivity, we encourage you to include language ensuring that smaller providers are meaningfully included and reasonably able to participate in the auction, for example by allowing the auction for the lower frequencies (sub 10Ghz) to proceed along census tract.

Sincerely,

Miriam C. Gillow-Wiles

Executive Director  
Southwest Colorado Council of Governments  
[director@swccog.org](mailto:director@swccog.org)

cc:

U.S. Senator Michael Bennet  
U.S. Representative Scott Tipton  
Colorado State Senator Don Coram  
Colorado House District 58 Representative Marc Catlin  
Colorado House District 59 Representative Barbara McLaughlin

# Member Contract Template

To: SWCCOG Board of Directors  
From: Miriam Gillow-Wiles  
Date: 5 April 2018

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**Comments:** One of the benefits of having a regional organization such as the SWCCOG, is the ability to apply for funding for multiple jurisdictions in one funding application. In fact, the SWCCOG has a long history of doing so, starting with the SCAN project and currently with the Downtown Improvement funding for the Towns of Bayfield and Ignacio. As a result, the management and administration of the funding source can be complicated with multiple jurisdictions, potentially various funding match requirements, various management and administration costs, and such.

Due to some of the complications of managing various funding sources for member jurisdictions, the SWCCOG has developed a basic template between the benefitted member jurisdiction(s) and the SWCCOG. This contract outlines, who is responsible for match, grant administrations, grant reporting, match amount, management and administration cost (if any), and other responsibilities.

Staff seeks to have a contract template to coordinate and streamline the grant management process when the SWCCOG applies for funding on behalf of any of the member jurisdictions.

**Legal Review:** Reviewed by Legal

**Fiscal Impact:** Varies by contract

**Staff Recommendation:** Approve the SWCCOG Member Contract Template

**MEMORANDUM OF AGREEMENT  
BETWEEN  
SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS AND  
ONE OF ITS MEMBER GOVERNMENTS  
REGARDING  
GRANT CONTRACT FOR \_\_\_\_\_**

**THIS MEMORANDUM OF AGREEMENT** (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS, (hereinafter referred to as the "SWCCOG") whose address is PO Box 963, Durango, CO 81302, and the \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter referred to as the "Member Government") (collectively, the "Parties").

**RECITALS**

**WHEREAS**, in conjunction with the \_\_\_\_\_ project, the SWCCOG has previously submitted a grant application and has executed or will execute the primary contract to act as a sponsor of a \_\_\_\_\_ fund grant (Referred to as Exhibit "A") in the amount of \$ \_\_\_\_\_ (the "Grant") from the \_\_\_\_\_, ("AGENCY"); and

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

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

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

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

**NOW, THEREFORE, the Parties hereby mutually agree as follows:**

- 1. Role of the Parties.** It is the intent of this Agreement to ensure that all contractual obligations concerning the project and grant will be accomplished by the Member Government, and that Member Government will provide all match funds, and pay all other financial contributions necessary to perform the project. The SWCCOG will

perform the role of fiscal agent for the grant including assigning a responsible administrator for grant administration purposes if necessary.

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

**3. SWCCOG Responsibilities:**

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

**4. Member Government's Responsibilities:**

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

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

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

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

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

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

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

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

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

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

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

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

**12. Appropriation.** The parties do not anticipate that this Agreement will require the appropriation of any funds beyond matching funds of the Member Government, as set forth in Exhibit B, which have already been appropriated.

**13. Indemnification.** The Member Government agrees to indemnify, defend and hold the SWCCOG harmless of and from any and all claims, demands, losses, expenses, attorney fees, causes of action, judgments and liability which are or may be brought or claimed by any person or entity against the SWCCOG as a result of the SWCCOG acting as the Fiscal Agent for the grant contract received by the Member Governments, to the extent allowed by Colorado law.

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

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

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

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

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

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

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

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

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

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Member Government

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Signature

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Name, Title, Date

Southwest Colorado Council of Governments, Inc.

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Signature

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Name, Title, Date

## Other Items

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