



SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

Board Meeting Agenda

Wed. Dec. 7, 2022

1:30 – 4:00 pm

Region 9 Offices 135 Burnett Dr. Unit 1, Durango Tech Center
and ZOOM

<https://us06web.zoom.us/j/89859862315>

Meeting ID: 898 5986 2315

- I. Introductions
- II. Public Comment – 5 minutes per person
- III. Approval of the Agenda
- IV. Consent Agenda
 - a. September Board meeting minutes
 - b. Financials Nov. 30, 2022
 - b. Resolution for Public Meeting notices
- V. Discussion Items
 - a. Strategic Plan update
 - b. Board member transition
 - c. RHA transition completed
 - d. Year-end budget amendments
- VI. Decision Items
 - a. SWCCOG Policy Transition
 - b. Auditor cost proposal (included in budget)
 - c. 2023 Budget Approval
 - d. Services Agreement with Region 9 for 2023 and beyond
 - e. 50/50 dark fiber share
- VII. Reports
 - a. Activities Report
 - b. Broadband Report
 - c. Grant Updates
 - d. Regional Project Manager Report (Housing and Transportation)
- VIII. Community Updates (time permitting)

SWCCOG Board Agenda Notes December 2022

IV. **Consent agenda** – The consent agenda includes minutes from the September 29, 2022 Board meeting and financials through November 30, 2022, along with bank statements for the Board’s review. Also included is a Resolution identifying the location for public meeting notices in 2023. The Region 9 Executive Committee has already approved a similar Region 9 Resolution. In future years, this will be a combined resolution. **The recommended action is to approve the consent agenda as presented.**

V. **Discussion Items**

a. **Strategic Plan update**

In the Board packet is the SWCCOG strategic plan updated for December 2022. The last update was April of this year. The majority of plan items are completed or in progress and included for the SWCCOG Board’s review. Region 9 will be updating their 5-year strategic plan in 2023 and will be including the COG integration in this effort including key programs.

b. **Board member transition**

All COG member governments have been outreached about the Region 9 and COG boards integrating and making sure that they know that the assigned Member and Alternate will serve on both boards. Several governments have already assigned their Member and Alternative and others are waiting until Jan. 2023. The new board membership will start **at the Jan. 26, 2023 board meeting. This is for the Board’s information.**

c. **RHA Transition**

As of the November 17th Board meeting, the RHA has moved under the La Plata Economic Alliance. This feels like the right fit, as the RHA is La Plata focused and the Alliance’s top priority is housing. **This is for the Board’s information.**

d. **Year End Budget Amendments**

Per government requirements, no government can have negative income in government funds. We do not believe any amendments will need to be made.

VI. **Decision Items***

a. **SWCCOG Policy Transition**

In order to further streamline activities between the SWCCOG and Region 9, staff are requesting that the SWCCOG Board allow staff to utilize Region 9 policies where there are both SWCCOG and Region 9 policies available. This includes procurement, travel and letters of support. The SWCCOG attorney, David Liberman was asked about this and wrote that the SWCCOG Board could agree to Region 9 policies as long as does not go against the bylaws, articles, or the government requirements of SWCCOG.

b. **Auditor Cost Proposal**

The staff was hoping for a partial year audit for the SWCCOG, which we received a bid for from Region 9’s auditor. Since we were unable to make that happen in the required timeline, we will

be doing a full-year audit and attached is the proposed cost of \$7,500 from Region 9's auditor, HintonBurdick. The COG's current auditor, Haynie and Company has also sent a letter of engagement for \$7,900. Laura reached out to them and there is no current contract in place. At the August Executive Committee meeting, the SWCCOG Executive Committee agreed to use Region 9's auditor at the \$6,000 amount. Due to the change, Board approval is sought. **The recommended action is to approve the full-year amount of \$7,500 with the Region 9 auditor, HintonBurdick, which is included in the budget.**

c. Approval of the 2023 Budget

In your packet is the SWCCOG budget for 2023. Historical information for the past three years is also included. Staff believes this accurately reflects the programs and amounts under the SWCCOG moving forward. You will see there are no staff costs and several programs have been transferred to the COG. The dark fiber leases may need to be adjusted based on a decision later in the agenda. New grants include All Hazards, SWIMT team and the Carrier Neutral Location broadband grant from DOLA. Detailed information on open grants is included in the grant report as part of the agenda. Shirley will be available to answer any questions regarding the budget and current financial transition. **The recommended action is to approve the 2023 SWCCOG budget with any changes noted.**

d. Services agreement with Region 9 -- Region 9 and the SWCCOG have a current services agreement for services during the transition. With the integration of the organization underway and moving forward with a single board as well as updated bylaws and smaller SWCCOG organization footprint, an updated agreement is needed to reflect the current situation. Please see the attached agreement that was drafted by the SWCCOG attorney. This agreement is currently being reviewed by the Region 9 attorney. **The requested action is to approve this new agreement which does not include fees and can be modified and reviewed annually.**

e. 50/50 fiber share

Please see the attached memo for details on the current dark fiber leasing including current income and how that would change going from 75% to 50% The SWCCOG Board tabled action regarding the current 75/25 revenue share between the SWCCOG and governments leasing SCAN fiber. The split was based on that the governments matched 25% of the SCAN build and the 75% would go to the SWCCOG. Laura Lewis Marchino reported that the COG is bringing in about \$65K a year in dark fiber leases which provides @\$16,250 divided among participating governments. The 50/50 split will increase the amount to around \$32,500 assuming no additional fiber leases. Staff consulted with Region 10, and they recommended a 50% split which was similar to other areas in the state There is also discussion that the current \$110 per mile per line lease is higher than current industry standard and when the dark fiber leases are renegotiated, that may need to be adjusted. Several contracts are expiring in the next year. In general, there will be little change even going to the 50/50 split and moving forward, the SWCCOG's portion will be put in the restricted broadband fund. If the middle mile grant is received dark fiber leasing will also need to be determined based on

ownership and match. **The recommended action is to change the dark fiber lease to 50/50 beginning in 2023. This will be reflected in the 2023 budget if approved.**

Public Comment

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

Consent Agenda

**Southwest Colorado Council of Governments
July Board Meeting Minutes
Thursday Sept.29, 2022 FLC Innovation Center Main Ave. Durango**

Board Members

Andrea Phillips - Town of Pagosa Springs (remote)
Willy Tookey - San Juan County
Gloria Kaasch-Buerger, Town of Silverton (remote)
Olivier Bosmans, City of Durango
Katie Sickles -Town of Bayfield
Ashleigh Tarkington, Town of Bayfield
Matt Salka, La Plata County

Staff

Laura Marchino - Region 9 EDD
Brian Rose, Region 9 EDD
Shak Powers, Region 9 EDD
Shirley Jones, Region 9 EDD
David Liberman, Attorney

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

A. Board Introductions

B. Public Comment

There was no public comment.

C. Approval of Agenda

Commissioner Salka made the motion and Willy Tookey seconded the motion to approve the agenda. The motion passed with all in favor.

D. Consent Agenda

- 1. July 29, 2022 Board Minutes**
- 2. August 11, 2022 Executive Committee Minutes**
- 3. Financial Statements**
- 4. CIRSA Liability Insurance**
- 5. SW Center for Independence Letter of Support for 5310 Funds**

Willy Tookey made a motion to approve the consent agenda items as presented. Matt Salka seconded. Laura Lewis Marchino asked whether Vice Chair, Willy Tookey could sign the CIRSA agreement as he was present at the meeting. Chair Andrea Phillips agreed, and the motion passed unanimously.

E. Discussion Items

1. Draft 2023 Budget

The draft budget was distributed and reviewed. Income was reduced to just grant income that will remain under the SWCCOG as either a DOLA grant or an open grant. All staff has transitioned under Region 9 and a few programs will also move under Region 9.

Andrea Phillips asked if the budget needed to be approved. Laura Lewis Marchino asked for additional time to make sure nothing was missed and to have a better estimate of expenses. Shirley Jones explained that they were aligning the SWCCOG and Region 9 chart of accounts and are using QuickBooks for the COG budget until they can transition. The SWCCOG funds will be shown in the Region 9 budget as a Fund with additional links to the details.

2. Integration with Region 9

Jessica Laitsch's leaving has been really tough in terms of losing our historical knowledge of all things COG and placed a huge burden on Shirley Jones in trying to learn their financial systems and make sure bills are paid and items invoiced. Laura Lewis Marchino has taken on the current grant reporting and board administration duties. To keep you updated, we have received no pushback on the new dues from area governments though more outreach by the Executive Director is needed. We have confirmed our current auditor to do a partial year audit if needed for under \$7,000 but the changing of the fiscal year will need to be delayed into 2023. Staff continues to work on making the SWCCOG as simple an organization as possible and only administer DOLA grants. All open grants will remain under the SWCCOG until closed. We will need an updated services agreement between the COG and Region 9 and David Liberman is working on a draft to bring to both boards by the end of 2022.

3. Transfer of SWCCOG fiscal agency programs to Region 9

There are at least five grants and four open programs (SWIMT, All Hazards, CARO, SJRCD) that are in various stages of transitioning under Region 9. CARO and SJRCD are moving under Region 9 and new All Hazard and SWIMT grants will be under Region 9, if possible, but old grants remain under the SWCCOG until closed. The SWCCOG is also administering the SWTPR, Transit and RHA. The SWTPR and Transit are moving under Region 9, but the RHA will likely find another administrator by the end of the year (that was their intent). Laura Lewis Marchino wanted to make sure the Board was ok with the proposed movement of programs under Region 9 as much as possible. CARO and SJRCD are in the process of moving. There was no objection from the Board.

F. Decision Items

1. Broadband Dark Fiber Maintenance Fund

The Board was made aware at the last meeting that there is a separate COG bank account with about \$19K that is for SCAN fiber maintenance. The SWCCOG also receives funds from dark fiber leases and is not putting those funds into the broadband account but has been utilizing them for operations. Staff believes that there is about \$65K received annually and recommends putting in all broadband funds into the separate account to be used for broadband purposes only. **Ashleigh Tarkington made the motion to put all dark fiber lease income in the broadband account for broadband specific**

purposes beginning in the last quarter of 2022. Willy Tookey seconded the motion which passed with all in favor.

2. Contract with 2210 to manage SCAN fiber

The SWCCOG owns 144 strands of fiber between a carrier neutral location (CNL) at CR G and Hwy 491 into the 2210CortezData Center in Cortez (about six miles). 2210Cortez a fiber data center is interested in managing that fiber and sharing any revenue leases. There was discussion of the contract which included edits from David Liberman, attorney. Laura Lewis Marchino asked for approval to work towards a contract and whether the SWCCOG should keep any strands in reserve. There was additional discussion that the SWCCOG might need to do a fiber audit as we are unsure what fibers are the SWCCOGS and even how much is available to lease and in what location. The intent would be that any income goes into the Broadband fund. **Oliver Bosmans made the motion and Ashleigh Tarkington seconded working towards a contract with 2210 and keeping 4 strands of fiber in reserve for the SWCCOG. The motion passed with all in favor. Andrea Phillips asked for the final copy to be distributed to the group.**

3. SCAN network asset towards letter of credit for NTIA regional broadband grant*

Laura Lewis Marchino provided an update regarding the application and a required letter of credit for 25% of the grant amount. No bonding was allowed. Region 9's Board approved moving forward to pursue a letter of credit. Brian Rose provided an update as well. Region 9 staff is requested, that if needed, and if legal, would the SWCCOG be willing to transfer ownership of the SCAN Network if needed to Region 9 as collateral for the project. There were several questions and some discussion, but the group understood that there was no other possible applicant for this grant. **Oliver Bosmans made the motion that the SWCCOG explore the potential of transferring SCAN broadband asset to Region 9 if needed for the required letter of credit. Matt Salka seconded, and the motion passed with all in favor.**

4. Revised SWCCOG Bylaws

The revised SWCCOG Bylaws were distributed along with a memo identifying all the Colorado Statutes and duties that the SWCCOG as a government entity will need to provide. Andrea Phillips thanked David Liberman for all the provided information. Though there are no changes to the fiscal year, the SWCCOG Board responsibilities were reduced and the representatives and alternates for each government entity would be on both the Region 9 and SWCCOG boards. This will allow for one meeting though business will be divided into SWCCOG and Region 9 business. Oliver Bosmans asked about the mix of elected and staff representatives. Laura Lewis Marchino responded that it was up to each government, but many appoint one elected and one staff member. **Ashleigh Tarkington made the motion to approve the revised Bylaws. Willy Tookey seconded the motion. The motion passed with all in favor.**

5. **50/50 Revenue Split**

The SWCCOG Board has requested exploration of the current 75/25 revenue sharing. The split was based on that the governments matched 25% of the SCAN build and the 75% would go to the SWCCOG. Laura Lewis Marchino reported that the COG is bringing in about \$65K a year in dark fiber leases. She spoke with Region 10, and they recommended a 50% split which was similar to other areas in the state. With several of the group who were interested in this discussion not in attendance, **the group decided to table this item until the next meeting, as there were unanswered questions regarding the income potential of the SCAN and what was owned by the governments.**

6. **December 2022 and 20223 meeting dates**

Staff proposed quarterly meeting dates for 2023 that aligned with the Region 9 Board of Directors, plus an additional meeting in late November or early December to approve the budget. Those dates are the fourth Thursdays of the month (January 26, April 27th, July 27th, and September 28th). Executive Committee meetings will be held quarterly. **Willy Tookey made the motion to approve the proposed meeting dates. and Ashleigh Tarkington seconded, and the motion passed with all in favor.**

G. **Reports**

1. **Grant Updates** – A memo was provided in the Board packet.

2. **Project Manager Report (Transportation/transit, Broadband and Housing)**

Shak Powers provided an update on his broadband activities and housing activities via PowerPoint. He discussed housing strategies such as identifying “orphaned” subdivisions and getting utilities, looking at recruitment of a housing manufacturer. There will also be pursuit of IJA infrastructure funding to try to solve some of our funding needs with housing. Oliver Bosmans discussed some of high concern and Matt Salka asked about looking to coordinate south to New Mexico companies. There was a lot of discussion.

H. **Member Updates**

Silverton – Gloria Kaasch-Buerger reported on the new adopted Master Plan. They had around 350 people participate in the 2-year process and are excited about the results. The Town purchased 1.25 acres of land for housing and will annex it to the Town. They received funding for the land purchase and to hire a Housing Coordinator. Fall colors are in full swing.

San Juan – Willy Tookey discussed that sales tax down from last year, but still up from previous years. There is a Ballot issue to amend the lodging tax to allow for funding of affordable housing and healthcare. Forty percent of the lodging tax will still be used for tourism marketing. The budget season is underway.

Bayfield- Ashleigh Tarkington reported that the Town has annexed a ton of property and is looking at both new affordable housing and commercial developments. They need to get a new traffic light for commercial development. That project is being engineered and will eventually be a two light stop town.

Durango – Olivier Bosmans said the Council accepted the audited financial reports and is starting on the budget process. They are working with the County on Purple Cliffs and seeing a lot of emails and engagement regarding the homeless situation. He mentioned a presentation on nationwide connectivity and discussed opportunities to use bike trails to also include fiber. He mentioned the old rail lines from that could be used for trails between Durango and Mancos, extended to Cortez and even up north. The Trails to Mesa Verde Project plans to connect Mancos to Mesa Verde and Cortez was mentioned. Mary Monroe is a good source of information, and we don't want to continue to miss opportunities to connect communities.

La Plata – Matt Salka talked about the Commissioners work on reviewing the Land use code and working with the S. Ute Tribe, Archuleta County and LPEA on the Hwy 151 broadband grant. They have hired Ken Fellman, an attorney, to help them draft an IRU agreement. The regional weather station project has received 3 bids so looks promising to move forward. Purple cliffs closes tomorrow, and he agreed with Councilor Bosmans that there is a lot of feedback. He also said the County is receiving a lot of input regarding San Juan Basin Public Health leaving Archuleta County.

Pagosa Springs – Andrea Phillips said that they are working to build a 98-unit workforce housing project as a public-private partnership with a developer. The initial site received a lot of pushback so forced them to look at another site costing \$500K. They are also looking to address problems with their sanitation collection system. The Town contracts with a Sanitation District and collects and transports waste 7 miles by pipe to the treatment facility where it is processed, and the town is charged a fee. The Town definitely need infrastructure money as the system experienced near failure last summer. The Town's Sales tax shared equally with Archuleta. They are currently at 4% and asking for a 1.5% increase with 50percent of the increase to go towards roads. The Pagosa Springs CDC group is working on marketing for the sales tax initiative. Archuleta County is also looking to stand-up its own Health Department.

I. Adjourn

The meeting adjourned at 2:39 pm.

Minutes submitted by Laura Lewis Marchino

SW Colorado Council of Governemnts
Profit & Loss
 January through November 2022

	Jan - Nov 22
Ordinary Income/Expense	
Income	
4010 - Grants - Admin	113,860.66
4020 - Grants - Program	109,585.01
4090 - Membership Dues	142,231.00
4176 - Charges for Service	46,315.02
4190 - Reimbursed Expenses	29,481.24
4400 - Fee for Service	19,800.00
4910 -Dark Fiber Leases	59,888.50
Total Income	521,161.43
Gross Profit	521,161.43
Expense	
5101 - Allocated Salary & Burde	587.40
5109 - Payroll Expense	2,549.41
5109 - Payroll Expenses	430.27
5110 - Wages	59,282.77
5120 - Payroll Taxes	3,321.92
5130 - SUTA	85.62
5135 - Retirement Expense	9,234.36
5140 - Workers' Comp Insurance	1,545.26
5150 - Health Expense	12,369.07
5335 - Grant Expense	318,938.19
5337 - Grant Project Reimburse	6,145.11
5410 - Rent Expense	5,800.00
5510 - Travel Expense	7,706.69
5512 - Meeting Expense	1,278.54
5515 - Legal Fees	10,279.13
5520 -Advertising and Promotion	636.75
5525 - Audit Fees	7,150.00
5527 Internet/Computer/Software	18,264.75
5530 - Telephone Expense	90.00
5540 - Memberships/Subs	1,090.00
5545 - Bank Service Charges	130.60
5550 - Supplies	8,554.13
5556 - Professional Liability	1,977.95
5560 - Miscellaneous	1,190.00
5565 - Equipment Rental	2,920.50
5640 - Other Consulting Fees	132,070.53
Total Expense	613,628.95
Net Ordinary Income	-92,467.52
Other Income/Expense	
Other Income	
1310- Interest	1.47
Total Other Income	1.47
Net Other Income	1.47
Net Income	-92,466.05

SW Colorado Council of Governemnts
Balance Sheet
As of November 30, 2022

	<u>Nov 30, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
Alpine 7350- Business Checking	59,744.04
Alpine ending 6297 Checking	29,095.35
Alpine ending 7883 Money Fund	<u>19,505.56</u>
Total Checking/Savings	<u>108,344.95</u>
Accounts Receivable	
Accounts Receivable	<u>53,345.49</u>
Total Accounts Receivable	<u>53,345.49</u>
Total Current Assets	<u>161,690.44</u>
TOTAL ASSETS	<u><u>161,690.44</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	<u>93,863.49</u>
Credit Cards	
SWCCOG Credit Card- 3851	<u>-2,118.67</u>
Total Credit Cards	<u>-2,118.67</u>
Other Current Liabilities	
2001 - Payroll Liabilities	<u>3,475.11</u>
Total Other Current Liabilities	<u>95,219.93</u>
Total Current Liabilities	<u>95,219.93</u>
Total Liabilities	<u>95,219.93</u>
Equity	
Opening Balance Equity	135,577.88
Unrestricted Net Assets	23,358.68
Net Income	<u>-92,466.05</u>
Total Equity	<u>66,470.51</u>
TOTAL LIABILITIES & EQUITY	<u><u>161,690.44</u></u>

9:25 PM

12/01/22

SW Colorado Council of Governemnts
Reconciliation Summary
Alpine 7350- Business Checking, Period Ending 11/30/2022

	<u>Nov 30, 22</u>
Beginning Balance	107,324.23
Cleared Transactions	
Checks and Payments - 5 items	-57,575.32
Deposits and Credits - 4 items	6,992.13
Total Cleared Transactions	<u>-50,583.19</u>
Cleared Balance	<u>56,741.04</u>
Uncleared Transactions	
Checks and Payments - 2 items	-93,863.49
Deposits and Credits - 1 item	8,811.00
Total Uncleared Transactions	<u>-85,052.49</u>
Register Balance as of 11/30/2022	<u>-28,311.45</u>
Ending Balance	<u>-28,311.45</u>

*C/O [Signature] reconciled this acct on
12/1/22*

SW Colorado Council of Governemnts
Reconciliation Detail
Alpine 7350- Business Checking, Period Ending 11/30/2022

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						107,324.23
Cleared Transactions						
Checks and Payments - 5 items						
Bill Pmt -Check	10/12/2022	8776	Haynie & Company	X	-7,150.00	-7,150.00
Bill Pmt -Check	11/10/2022	8788	NEO Fiber	X	-39,812.50	-46,962.50
Bill Pmt -Check	11/10/2022	8785	Eclipse DOT	X	-9,914.00	-56,876.50
Bill Pmt -Check	11/10/2022	8786	Montezuma County.	X	-554.82	-57,431.32
Bill Pmt -Check	11/16/2022	8789	David Liberman	X	-144.00	-57,575.32
Total Checks and Payments					-57,575.32	-57,575.32
Deposits and Credits - 4 items						
Deposit	11/15/2022			X	2,700.00	2,700.00
Deposit	11/16/2022			X	699.18	3,399.18
Deposit	11/22/2022			X	1,165.95	4,565.13
Deposit	11/22/2022			X	2,427.00	6,992.13
Total Deposits and Credits					6,992.13	6,992.13
Total Cleared Transactions					-50,583.19	-50,583.19
Cleared Balance					-50,583.19	56,741.04
Uncleared Transactions						
Checks and Payments - 2 items						
Bill Pmt -Check	10/27/2022	8783	Radio Resource, Inc		-66,738.42	-66,738.42
Bill Pmt -Check	11/10/2022	8787	Montezuma Orchard		-27,125.07	-93,863.49
Total Checks and Payments					-93,863.49	-93,863.49
Deposits and Credits - 1 item						
Deposit	11/30/2022				8,811.00	8,811.00
Total Deposits and Credits					8,811.00	8,811.00
Total Uncleared Transactions					-85,052.49	-85,052.49
Register Balance as of 11/30/2022					-135,635.68	-28,311.45
Ending Balance					-135,635.68	-28,311.45

18733
 Date 11/30/22 Page 1
 Primary Account XXXXXXXXXXXXX7350
 Enclosures

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

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

Alpine Bank encourages you to buy local this fall and
 throughout the holiday season. See our #SmallAndMighty
 stories in November, highlighting our customers!

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

Account Name: SW COLORADO COUNCIL OF GOVERNMENTS

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

PUBLIC FUND CHECKING		Check Safekeeping
Account Number	XXXXXXXXXXXX7350	Statement Dates 11/01/22 thru 11/30/22
Previous Balance	107,324.23	Days In The Statement Period 30
4 + Deposits	6,992.13	Average Ledger Bal. 98,637.07
5 - Checks/Charges	57,575.32	Average Collected Bal. 98,637.07
Service Charge	.00	
Interest Paid	.00	
Current Balance	56,741.04	

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

Date	Description	Amount
11/03	DISBURSMNT CDOT CCD	1,165.95
11/16	Deposit	699.18 ✓
11/21	Deposit	2,700.00 ✓
11/22	VENDORPMTS FASTTRACKCOMMU CCD	2,427.00

--- CHECKS IN NUMBER ORDER ---

Date	Check No	Amount	Date	Check No	Amount
11/02	8776	7,150.00	11/30	8788*	39,812.50
11/21	8785*	9,914.00	11/22	8789	144.00
11/22	8786	554.82			

* Denotes missing check numbers

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
11/01	107,324.23	11/02	100,174.23	11/03	101,340.18

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

Date 11/30/22
Primary Account XXXXXXXXXXXX7350
Enclosures

18734
Page 2

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

PUBLIC FUND CHECKING

XXXXXXXXXXXX7350 (Continued)

Daily Balance Information

Date	Balance	Date	Balance
11/16	102,039.36	11/22	96,553.54
11/21	94,825.36	11/30	56,741.04



SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

RESOLUTION #22-01

Resolution to Post Public Notices of Board Meetings

WHEREAS, the Open Meetings Law C.R.S. 24-6-401 et seq of 1972 and modified in 1996 states that all meetings of two or more members of any state public body where any public business is discussed must be open to the public; and

WHEREAS, the Southwest Colorado Council of Governments (SWCCOG) feels it is prudent to follow generally accepted practices for a public body; and

WHEREAS, the Southwest Colorado Council of Governments has identified a location to post all Board of Director, Executive Committee, and other program meeting agendas at least 24 hours prior to the stated meeting.

THEREFORE, BE IT RESOLVED, that the Board of Directors approve posting of all public meeting agendas on the bulletin board located in the front office of the Region 9 building located at 135 Burnett Dr. #1, Durango, CO 81301 and on the region9edd.org website SWCCOG page until such time the location is changed per additional Resolution.

Approved this 7th day of December 2022 by of the Southwest Colorado Council of Governments Board of Directors.

Andrea Phillips, Chair

Mark Garcia, Secretary/Treasurer

Discussion Items



SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

2022 Strategic Plan Update

Goals

1. Financial Viability of organization

Strategic Goals			
Ensure SWCCOG budget covers operating and program costs	All governments are members and financially support SWCCOG.	Maintain the accounting system and internal policies and procedures to comply with State and Federal requirements and provide timely and accurate financial management reports	All grant funding enhances SWCCOG mission and is professionally executed.

Actions	Progress	Status	Timeline
Readdress SWCCOG dues structure for 2023	Received samples from three COG/EDD organizations for review. Developed single dues structure under Region 9. Approved by COG board and all governments notified.	Complete	By June 2022
Enhance membership value so all governments participate in SWCCOG programs as paying dues members.	Single dues for all Region 9 and SWCCOG programs integrated under Region 9.	ongoing	By 2023
Identify fee for service guidelines. – Are there services that will be charged in addition to dues or for non-dues paying members and organizations?	Explored fee for service but single due structure decided on	Complete	By May 2023

Identify new opportunities, funding and projects in which to participate.	Applied for DOLA grant for La Plata CNL and will keep Tax ID of SWCCOG in order to respond to grants that Region 9 is not eligible for and keep opportunities open.	Ongoing	Ongoing
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2. Integration with Region 9 EDD

Strategic Goals				
Create comprehensive regional organization including Region 9 and SWCCOG	Reduce any duplicative costs and increase economies of scale	Consolidate financials to have one annual audit	Transition all employees under one organization	Maintain quality level of services in all program areas.

Actions	Progress	Status	Timeline
Develop timeline for integration activities and plan presented at all SWCCOG and Region 9 meetings	Plan confirmed in April and July 2022. Integration underway	Complete	May 2022
Engage grant writer support for SWCCOG projects	Region 9 grant writer available to assist on SWCCOG projects that meet grant guidelines developed.	Complete	April 2022
Explore best practices for combined organizational structure	Reviewed other Colorado and national COG/EDD structures. Sticking point is needing two tax ids and Region 9 and SWCCOG still have different fiscal years.	ongoing	By June 2022
Bring SWCCOG staff under Region 9 employee umbrella.	Region 9 and SWCCOG Boards approved in April 2022 and all staff was moved under Region 9 by July 2022.	Complete	By Region 9 fiscal year start Oct. 1
Explore changing SWCCOG fiscal year to coincide with Region 9. The result being a combined financial audit.	Exploration is ongoing and several scenarios pursued. Due to timing the fiscal years were not changed and 2022 will have a separate Region 9 and SWCCOG audit.	ongoing	By 2024
Develop marketing plan to identify outreach and marketing collaboration from website, social media for SWCCOG and Region 9 moving forward	<ul style="list-style-type: none"> • Region 9 staff managing the SWCCOG website and integrating SWCCOG into the Region9 website by program • Included SWCCOG in Region 9 e-newsletter and monthly report updates. 	In process	By Oct. 2022

	<ul style="list-style-type: none"> Region 9 Strategic Plan update will include SWCCOG goals and strategies as one regional organization. 		
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3. Strengthen SWCCOG Priority Program Areas

Strategic Program Areas			
Broadband	Transportation	Housing	Shared Services
The Southwest Colorado Council of Governments was formed to lead regional broadband efforts and currently focuses on middle mile and working with partners throughout the region to fill infrastructure gaps	The Southwest Colorado Council of Governments serves as the regional point of contact for transit and transportation planning efforts	The Southwest Colorado Council of Governments recognizes the importance of addressing the lack of housing stock for all income levels and geographic areas	The Southwest Colorado Council of Governments seeks to create economies of scale for member governments and the regional community


Actions	Progress	Status	Timeline
Broadband- Review the dark fiber 75/25 split	SWCCOG Board reviewed in September and will bring to vote in December now that Region 9 staff is more informed on income received and process. Dark fiber income that comes into the COG will be restricted beginning Oct. 2022.	In process	By end 2022
Broadband- Work to identify opportunities for middle mile infrastructure	Submitted \$66M middle mile application, received CNL grant for La Plata County Carrier Neutral location; engaging stakeholders through monthly meetings; and have Regional Project Manager focused on efforts	Ongoing	By May 1 2022
Hire Project Manager to oversee Transportation, Broadband and future Housing projects	Hired Project Manager.	Completed June 20, 2022	Hire in May 2022

Broadband- Identify opportunities to connect to Carrier Neutral Location	La Plata County Carrier Neutral Location application funded by DOLA for \$221, 500 and contract received in October 2022.	In process	June 30, 2023
Broadband- SWCCOG to be point of contact and convener of across region/various groups around broadband activity.	<ul style="list-style-type: none"> • Regional monthly meetings occurring with partners • Finalizing updated regional broadband plan • Project Manager will assist with specific projects and partner activities 	In progress	Ongoing
Housing- with Project Manager, identify role of SWCCOG in regional housing	Understanding that regional partners want more collaboration across region. Regional Project Manager holding weekly meetings with subcommittee housing stakeholders. Looking to seek funding and assist government partners with their orphan housing developments.	In process	ongoing
Develop a coordinated approved to issues in surrounding jurisdictions (Four Corners)	No activity due to other SWCCOG priorities	-	-
Shared Services – review current shared services and make recommendations on staff capacity, income generation meets mission of SWCCOG.	Evaluation of different shared services occurring. Will look to continue ZOOM and probably end aggregated telecom services.	In process but will continue into 2023	By end 2022
Transportation – Implement Transit Regional Digital Mobility Hub	Assessing partner interest and technology available through CDOT. Holding monthly Transit Coordination meetings to move project forward.	In process	By end 2023
Transportation- Complete CDL program development for future sustainability	DOLA grant revised and CDOT grant completed. Two CDL trainings have been completed. Eight new CDL drivers, at least 2 testers trained and Pueblo Community College is advertising for a CDL instructor for a class.	Ongoing	Aug. 2022

Decision Items



1221 W. Mineral Avenue, Suite 202
Littleton, CO 80120

 303-734-4800

 303-795-3356

 www.HaynieCPAs.com

November 29, 2022

Southwest Colorado Council of Governments
295 Girard St Ste B
Durango, Colorado 81303-6828

To the Board of Directors:

We are pleased to confirm our understanding of the services we are to provide for Southwest Colorado Council of Governments (the Council) for the year ended December 31, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities and the major funds, including the disclosures, which collectively comprise the basic financial statements of Southwest Colorado Council of Governments as of and for the year ended December 31, 2022.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) and the Statement of Revenue, Expenditures and Changes in Fund Balance—Actual and Budget—General Fund, to supplement the Council's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Council's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis

We will also prepare the Council's financial statements and footnotes for the year ended December 31, 2022.

We have also been engaged to report on supplementary information other than RSI that accompanies Southwest Colorado Council of Government's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole [in a separate written report accompanying our auditor's report on the financial statements:

1) Schedule of Revenues and Expenditures with Budget Comparison – 2022 – General Fund

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1) Schedule of Revenues and Expenditures with Budget Comparison – 2022 – Fiber Fund

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform

the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Improper revenue recognition due to fraud
- Management override of controls

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Council's compliance with the provisions of

applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Our audit will be in conformity with the Colorado Local Government Audit Law (C.R.S. 29-1-601, et seq.). The scope of the audit will include the books and records of all the funds of the Council. Colorado law requires the following illegal alien provisions:

We certify that we will comply with the provisions of CRS 8-17.5-101 et seq. We shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Haynie & Company, that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. We represent, warrant, and agree that we (i) have verified that we do not employ any illegal aliens, through participation in the E-Verify Program administered by the Social Security Administration and the Department of Homeland Security, or (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b)(I). We will comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Haynie & Company fails to comply with any requirement of this provision or CRS 8-17.5-101, et seq., the Council may terminate this contract for breach of contract, and Haynie & Company shall be liable for actual and consequential damages to the Council and the Council shall report such violation to the Colorado Secretary of State, as required by law.

If Haynie & Company obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, we will:

- a. Notify the subcontractor and the Council within three days that we have actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-paragraph (a) above, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Other Services

We will also prepare the financial statements of Southwest Colorado Council of Governments in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation

of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Haynie & Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Colorado or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Haynie & Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the State of Colorado or its designee. The State of Colorado or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Our fee will not exceed \$7,900 and includes expenses. You will be billed at our standard rates based on the number of hours worked. Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. Accounts in excess of 30 days will accrue finance charges at 1.5% per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

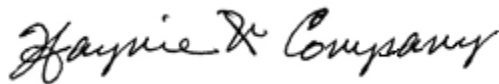
Ty Holman is the engagement partner and is responsible for supervising the engagement and signing the report. We will begin fieldwork in May 2023 and issue our report in June 2023.

Reporting

We will issue a written report upon completion of our audit of the Council's financial statements. Our report will be addressed to the Board of Directors of Southwest Colorado Council of Governments. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Accepted and agreed to:
Southwest Colorado Council of Governments

Executive Director signature

Title

Date



PROFESSIONAL AUDITING SERVICES PROPOSAL HINTONBURDICK CPAS & ADVISORS

Cost Proposal

Our combined not-to-exceed fee for the financial audit of Southwest Colorado Council of Governments (SWCCOG) for the year from ended December 31, 2022 will be \$7,500. If the work can be completed for less, we will bill you less. Billings for these services will occur on a monthly basis as the work progresses.

We anticipate the scope of the work to include an examination of the same accounts and activities included in the 2021 audit. The above fees are based upon the assumption that SWCCOG's records are in good, auditable condition and that SWCCOG's personnel will be available to assist on a timely basis.

The fee shown above includes a limited amount of assistance with year-end closing entries, if necessary. Other non-audit services, if necessary, such as assistance with bookkeeping or other accounting services necessary to bring the records and accounts into auditable condition will be billed at the standard billing rates of those completing the work and will be approved by you before they are provided. We do not bill for casual phone calls and consultations and we encourage you to call on us throughout the year.

Jennifer E. Frank, CPA is entitled to represent the firm, empowered to submit the bid, and is authorized to sign a contract with Southwest Colorado Council of Governments.

We appreciate your consideration of HintonBurdick CPAs & Advisors for this engagement and look forward to a pleasant and mutually beneficial relationship. If these arrangements meet with your approval, please notify me.

Sincerely,

Jennifer Frank
Audit Partner
888-566-1277 x424
jfrank@hintonburdick.com

**AGREEMENT BETWEEN
REGION 9 ECONOMIC DEVELOPMENT DISTRICT OF SOUTHWEST COLORADO
AND
THE SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS**

THIS AGREEMENT (the “Agreement”) is entered effective the 1st day of January, 2023, by and between the REGION 9 ECONOMIC DEVELOPMENT DISTRICT OF SOUTHWEST COLORADO (“Region 9” or “Contractor”) whose address is 135 Burnett Dr, Unit 1, Durango, CO 81301, and the SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS (“SWCCOG”), whose address is 135 Burnett Dr, Unit 1, Durango, CO 81301 (hereinafter referred to as the “SWCCOG”) (and collectively, the “Parties”).

RECITALS

WHEREAS, the SWCCOG needs certain contract performance, administrative, management and oversight services as set forth in Exhibit A and whereas REGION 9 would provide those services; and

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

NOW, THEREFORE, the parties agree as follows:

1. *Retention of Contractor.* SWCCOG hereby retains REGION 9 to provide certain Services on the terms herein provided.

2. *Term of Agreement.* Unless terminated earlier by either party hereto, the initial term during which Contractor shall provide services to SWCCOG under this Agreement shall be from **1 January 2023 until 31 December 2023. The Agreement will be automatically extended for successive calendar years after the expiration of the initial term, unless either party gives 60-day notice prior to the end of the term of its intent not to extend the agreement.** The Parties shall review the terms of the Agreement annually and may amend the scope of work set forth in the agreement. The Agreement may also be terminated as provided below.

3. *Termination.* This Agreement may also be terminated by either Party, with or without cause, by providing at least 60 days’ written notice to the other Party.

SWCCOG may terminate this Agreement immediately without prior notice if any of the following occurs:

- a. Contractor commits a material breach of any provision of this Agreement and does not rectify within thirty days of notice: or
- b. Contractor commits an act of fraud, dishonesty, or any other act of gross negligent, reckless, or willful misconduct in providing the services to the SWCCOG or violates any other provision of law; or

- c. Contractor fails to commence the work within the SWCCOG calendar dates, or in the opinion of SWCCOG the Contractor fails to perform the work with sufficient workers and equipment or with sufficient materials to assure the prompt completion of said work; or
- d. Contractor discontinues the work; or
- e. Contractor fails to resume work which has been discontinued within a reasonable time after notice to do so.

REGION 9 may terminate this Agreement with 30 day's prior notice if any of the following occurs:

- a. SWCCOG Board fails to provide direction, information, and other relevant information needed by REGION 9 to provide services in Exhibit A; or
- b. SWCCOG commits a material breach of any provision of this Agreement that remains uncured for 30 days after notice is provided by REGION 9.

Upon termination, SWCCOG shall issue REGION 9 any payments owed for the annual period, however pro-rated to the date of termination, and REGION 9 shall return to SWCCOG all of SWCCOG property, correspondence and records (including copies of SWCCOG computer files), and the parties shall thereafter be relieved from further obligations under this Contract, except for provisions concerning governing law and enforcement, indemnification, and shall maintain confidentiality of SWCCOG passwords, bank accounts, work product, contracts and otherwise maintain confidentiality as per SWCCOG policies, which shall survive termination.

4. *Contractor's Duties.* Contractor shall furnish the Services to SWCCOG as described in Exhibit A, Scope of Services. The SWCCOG agrees that it will at any time, and from time to time, execute and deliver all documents and instruments, and take all actions as may reasonably be required by the REGION 9 in order for REGION 9 to effectuate and fully carry out its obligations in accordance with the terms of this Agreement.

5. *Consideration for agreement.* The consideration for the agreement is the mutual covenants and promises made herein, there is no monetary compensation tied to this Agreement.

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

Contractor shall perform said services in its own way in the pursuit of its independent calling and not as an employee of SWCCOG and shall be solely responsible for the means and methods and the proper performance of the services in compliance with the terms, requirements, and specifications of this Agreement, however under the general direction of the SWCCOG Board of Directors. Contractor and any persons employed or retained by Contractor for the performance of services hereunder shall be independent contractors and not employees or agents of SWCCOG. Contractor shall not be under the control of SWCCOG as to the means or manner by which such result is to be accomplished.

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

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

If to REGION 9: laura@region9edd.org

If to SWCCOG: by e-mail to each of its then current SWCCOG Officers, with a copy to David Liberman, at dliberman@animas.net.

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

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

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

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

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

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

14. *Signatory's Authority.* Each person signing this Agreement in a representative capacity expressly represents that the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Agreement.

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

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

17. *Liability Insurance.* REGION 9 and SWCCOG shall maintain all required insurance in accordance with generally accepted industry standards, and grant requirements during the term of this contract.

18. *Indemnification.* Each party, to the extent authorized by law, shall indemnify and hold the other harmless, their agents, employees, and Directors from and against any claim, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or related to that party's own failure to properly perform under this agreement, but only to the extent the failure to perform is caused in whole or in part by the negligent acts or omission of that party, or anyone directly or indirectly employed by that party, and so long as that party did not cause, in whole or in part, the other party not to properly perform. Notwithstanding the foregoing, REGION 9 shall not be responsible for any errors, omissions, or inaccuracies in books, records, or other materials maintained by SWCCOG and provided to REGION 9 under this Agreement.

19. *Intent.* It is the intent of the Parties that all contractual and statutory obligations of the SWCCOG remain those of the SWCCOG and are not assigned to REGION 9 and do not become the obligation of REGION 9. This Agreement does not create a joint venture or partnership or merger of the Parties. SWCCOG is and shall remain a separate and distinct entity from REGION 9. The business operations of SWCCOG shall in no way combine with the business operations of REGION 9. The role of the REGION 9 is merely to assist the SWCCOG Board by supplying it with the contract performance, administrative, management, and oversight support as set forth in this Agreement. REGION 9 is not responsible for the SWCCOG's actions or inactions.

20. *Immunity, Multi-Year Obligation, No Financial Obligation Not supported by Current Appropriation.* By executing this agreement, the parties do not waive any immunity or limit liability contained in the Colorado Governmental Immunity Act, do not create a multi-year financial obligation, and do not create any other financial obligation not supported by a current appropriation. This agreement is subject to the annual appropriation of the SWCCOG.

21. *List of Exhibits*
Exhibit A – Scope of Services

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

SWCCOG

By: _____
Andrea Phillips
Chair
Date: _____

REGION 9

By: _____
Laura Lewis Marchino
Executive Director
Date: _____

EXHIBIT A

SCOPE OF SERVICES & COMPENSATION

SERVICES PROVIDED BY REGION 9

Financial Support and Oversight. REGION 9 will provide financial support and oversight for SWCCOG, such as approving payments, receiving mail and issuing and documenting check payments, as well as deposits. REGION 9 will assist SWCCOG by providing it with a record showing the amounts authorized by appropriation of the SWCCOG and the draws against the same, as well as a record of transfer of moneys and any additional expenditures. REGION 9 will keep at all times, and provide the SWCCOG unexpended balance in each SWCCOG fund. REGION 9 will ensure that no money should be paid in excess of amounts available as shown in said record or report. REGION 9 will report to the SWCCOG on financial matters as required by its Board. REGION 9 will assist the SWCCOG by arranging for its annual audit as determined by the SWCCOG Board, provide financials as needed, be knowledgeable about SWCCOG budget and provide support for SWCCOG budget oversight.

REGION 9 will assist SWCCOG in contracting and obtaining an annual audit of the financial statements of the local government for each fiscal year. The audit shall be made by CPA and filed with the state auditor no later than thirty days after the report is received. Each audit must be completed within 6 months of the close of the fiscal year. One copy of audit must be kept at principal office of the SWCCOG, and available for inspection at all reasonable times.

Financial Support and Oversight also includes:

- Providing bookkeeping services utilizing GAAP accounting processes
- Maintaining SWCCOG books from date of execution of this Agreement and reconciliation of bank statements.
- Providing financial statements including Balance Sheet, Profit & Loss, and Budget to Annual statements to the SWCCOG Board in the Board Packets
- Assist the SWCCOG Board in scheduling the annual audit, as necessary, to be performed by an Audit Firm selected by SWCCOG Board. Facilitate the audit by providing records in its possession as requested. Assist in supplying auditor's requests for information
- Assisting the SWCCOG Board in preparing an annual budget for approval by the Board, when approved by the SWCCOG Board file the budget and budget amendments with any additional agencies or persons as directed by SWCCOG.
- Meet with SWCCOG Treasurer to review financials as needed.

Board /Organizational Support. REGION 9 will lead/coordinate/oversee SWCCOG meetings and report on activities assigned to Region 9 pursuant to this Agreement and provide organizational support, including:

- Filing any necessary papers at SWCCOG Board's direction such as the SWCCOG's insurance policy(s) in the amount including errors and omissions coverage, to ensure no lapse in coverage, the costs of the same to be paid by SWCCOG.
- Collecting and opening mail and email correspondence of SWCCOG and forwarding the correspondence to SWCCOG's Board. REGION 9 will assist SWCCOG in transmitting SWCCOG Board responses to correspondence.
- Supporting SWCCOG Board Meetings including:
 - Per the direction of the SWCCOG Board Chair, creating an agenda and supporting documentation.
 - Distributing the agenda to the Board.
 - Taking minutes and drafting minutes of the meeting which will be presented at the following regularly scheduled Board Meeting.
- Maintaining SWCCOG board meeting minutes and financial records obtained during the time of this Agreement. REGION 9 does not know the status of SWCCOG's records prior to the original contract execution date hereof and is not responsible, therefore.
- REGION 9 shall be the official Custodian of SWCCOG's records. REGION 9 will assist SWCCOG in responding to any record requests made by the organization under applicable Colorado law. The cost of the same, including the payment of any necessary legal fees or court costs in complying with same or replying to record requests shall be promptly paid by SWCCOG to REGION 9 in addition to the annual payments. Files provided by SWCCOG to REGION 9 shall be kept in a locked and secure location.
- Update bank signatories
- Posting public notices of meetings, budget hearings, and other items required by Colorado Revised Statutes.
- Assisting SWCCOG in meeting its deadlines identified in the important dates.

Contractor oversight. REGION 9 will supervise SWCCOG contractors to ensure that the contractors are performing their scope of work in a timely manner and billing SWCCOG appropriately. REGION 9 may assist in RFP/Q/I development, review, and contract negotiations as requested by the Board.

Shared information. REGION 9 will have access to SWCCOG's administrative passwords, bank accounts, emails, work product, contracts, and documents reasonably necessary for Region 9 to perform its obligations under this Agreement. REGION 9 will respect the separateness of the SWCCOG organization and retain confidentiality of SWCCOG passwords, bank accounts, work product, contracts and otherwise maintain confidentiality as per SWCCOG policies.

Contract Performance and Project Oversight. SWCCOG is involved in the following programs and has contracts with following entities and REGION 9 will provide contract performance and project oversight with regard to the following contracts/ projects/ programs:

- Southwest Region All Hazards Advisory Council (All Hazards)
- Southwest Transportation Planning Region (TPR)

- Southwest Transit Coordinating Council
- Southwest Incident Management Team (SWIMT)

REGION 9 will also attend meetings on behalf of SWCCOG and the above entities as needed.

Grant oversight. REGION 9 will provide grant performance and oversight and support to SWCCOG grants including and not limited to the below to ensure that all grant related requirements are met.

- Annual CDOT SWTPR Planning grant
- CDOT 5310 FY2022
- Annual and open DHSEM All Hazards grants
- Annual DHSEM SWIMT grants
- DOLA 8824 CDL Development
- DOLA -BBFS 22-005 La Plata County Carrier Neutral Location

REGION 9 will ensure SWCCOG grant compliance, billing, and engagement with all grants.

For future grants awarded to SWCCOG, REGION 9 role will include consultation with SWCCOG Board on determining capacity for fulfilling grant obligations prior to SWCCOG contracting for the grant. If it is determined that additional contractors will need to be hired for grant purposes, such a request will be brought by REGION 9 to the SWCCOG board for approval.

Presently, the SWCCOG Board anticipates that SWCCOG, through this agreement with REGION 9, will perform under its current contracts until such contracts either expire, or the contracts are assigned to REGION 9. The only future SWCCOG anticipated contracts or grants will either be DOLA or other entity grants that REGION 9 could not qualify to obtain on its own, or alternatively are SWCCOG contracts related to fulfilling SWCCOG's own governmental requirements and compliance.

REGION 9 will ensure SWCCOG compliance with the following SWCCOG important dates:

- No later than January 31: Certified copy of Adopted Budget filed with Department of Local Affairs
- January/February: Set audit date with Auditors (when applicable)
- March/April: Conduct audit (when applicable)
- May/June: Audit presentation to Board and Accept Audit
- No later than June 30, audit must be complete
- No Later than July 31: audit must be filed with Office of the State Auditor
- August: CIRSA Insurance renewal application, signed and returned by October 1

- No later than September 1, the proposed budget must be presented to SWCCOG Board Per Bylaw. (Statutory requirement is no later than October 15)
- Notice of Budget must be published in advance of September Board Meeting
- No later than December 15: SWCCOG Board adopt annual Budget per Bylaw (Statutory requirement is no later than December 31)
- Notice of Meeting must be published in advance of December Board Meeting

REGION 9 will assist SWCCOG in complying with the Local Government Budget Law of Colorado, Colo. Rev. Stat. § 29-1-101 *et seq.*, the Colorado Local Government Audit Law, Colo. Rev. Stat. § 29-1-601 and Colorado Local Government Uniform Accounting Law, Colo. Rev. Stat. § 29-1-501 *et seq.*, to establish SWCCOG financial policies, and to arrange for a systematic and continuous record of SWCCOG financial affairs and transactions. REGION 9 will assist SWCCOG in obtaining a third-party review of SWCCOG financial transactions and expenditures that comply with state and federal audit law and generally accepted accounting principles.

REGION 9 will assist SWCCOG in compliance with the Colorado Open Meetings Law, CRS 24-6-401 *et seq.*, including that SWCCOG needs to have open meetings any time a quorum of its board will consider adoption of any policy, position, resolution, rule, regulation, or formal action that may occur. REGION 9 will assist SWCCOG in giving full and timely notice of public meetings, and notice must be posted in a designated place within the SWCCOG boundaries no less than twenty-four hours prior to a meeting. The public place for posting of notice will be designated annually by SWCCOG.

REGION 9 will assist SWCCOG in following the Colorado Open Records Act at CRS 24-72-201 *et seq.* Region 9 will be the official custodian of SWCCOG records for Open Records Request compliance and requests, and will maintain SWCCOG records, and follow the SWCCOG open records request policies.

Such services provided in this scope of work shall include labor costs, rent, liability insurance, utilities, telephone, office supplies, and computer hardware and software. Other costs that the SWCCOG may incur including, but not limited, to legal fees and costs, audit fees, PO Box costs, postage, mileage, and travel (as authorized by the SWCCOG Board), liability insurance renewal, payment of SWCCOG Vendors and SWCCOG invoices, are the responsibility of the SWCCOG.

Reports

Activities Report

To: SWCCOG Board of Directors
From: Laura Lewis Marchino, Executive Director
Date: Dec. 4, 2022

Since the September Board meeting, Region 9 has continued to work on items included in the SWCCOG strategic plan and items identified at the Board meeting towards further integration. Highlights include:

- **Region 9's website** now includes items from the SWCCOG webpage including a specific page for Transportation and page for SWCCOG organizational items such as posting of minutes. The SWCCOG website will be closed out by the end of the year. Broadband will also be added moving forward to Region 9's webpage moving forward. All SWCCOG activities will continue to be included in Region 9's monthly report.
 - **Broadband** – Please see attached Broadband report. Administratively, we are looking at procurement and other policies to begin work on the Carrier Neutral Location and preparation for the NTIA middle mile grant. The updated Southwest Colorado Broadband Plan is also being finalized by Neo Connect and will close out their contract. Since the last meeting, the contract with 2210 Cortez has been finalized and signed. Also the SWCCOG received an invoice from Echo Consulting regarding help they provided in finding available dark fiber for lease in Bodo Park. These funds will be taken from the Broadband fund. An audit of SCAN fiber is still planned.
 - **Aggregation of Services** – The SWCCOG has worked in the past to find economies of scale for area governments including a three year Zoom contract that ends in June 2023; and bulk IP addresses and VOIP services with Brainstorm/Forethought/Vero and Fast Track. While the ZOOM subscription has been highly utilized, and staff recommends renegotiating in 2023 to continue services, the telecom services are only used by three entities. Laura is looking at whether those contracts should continue. She has met with VERO and has scheduled a meeting with Fastrack. A recommendation will be made to the SWCCOG officers once more information is available.
 - **Program Transfers** – The SJRC&D Board of Directors met in November and approved the contract for services to go through Region 9 moving forward. Stephani Burditt will be the point of contact. The All Hazards and SWIMT groups have received additional funds for 2022 and under the COG tax ID for this next year. Shirley Jones will be the point of contact. The CARO group decided to disband as a separate organization and remaining funds were transferred from the SWCCOG to Region 9.
 - **Office** – The lease for the SWCCOG office ends at the end of December and all files and materials have been transferred to Region 9. There are 4 file cabinets and two desks that will be donated to the Restore but all other computers and office equipment and supply items have been integrated into the Region 9 office. Jessica Laitsch's contract ends at the end of the year, and we expect to let it end.
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Activities Report

- **Financials** – Region 9 is still running the SWCCOG in Quickbooks through their calendar year.
-

December 7, 2022 Q-4 Broadband Report to the SWCCOG Board of Directors

Tiffany submitted the Middle Mile Grant Application to the NTIA on September 30th. The NTIA reached out for clarifications on October 25th. The clarifications were submitted by Laura on November 1st. Being asked for clarifications is an indicator that the application has made its way past the first round of scrutiny. The NTIA will not announce grant recipients until the end of March, 2023.

We are continuing to meet weekly with Regional Team leads. Working groups are working towards: the establishment of an IGA for construction, management and maintenance of the middle mile network; and the formation of a technical subcommittee. We are also working with lenders to be able to secure a final letter of credit, if we receive the grant. One lender is requesting that the IGA include “moral obligation” language in the IGA. Below is a sample of what is being requested for your consideration.

“Debt Service Reserve Appropriations. *Whenever the Debt Service Reserve Fund is depleted in whole or in part because of a shortfall in the revenues of the Authority pledged to the payment of the Loan, and the local government administrators/managers have received the certificate of the Chairperson of the Authority as to the sum necessary to replenish the Debt Service Reserve Fund to the Debt Service Reserve Requirement provided in the Loan Agreement, the local government administrators/managers shall prepare and submit to their respective boards a request for the appropriation of such sum. The requirement that the administrators/managers make such request shall be mandatory upon the administrators/managers, provided that the decision to appropriate the funds requested shall be within the sole discretion of their respective boards. All sums appropriated by the boards for such purposes shall be deposited upon receipt by the Authority in the Debt Service Reserve Fund. Nothing provided in this Resolution shall be construed to create or constitute a debt, indebtedness or multiple-fiscal year financial obligation of the governments.*

Repayment of Amounts Appropriated. *In the event that the boards appropriate funds as provided in (the above section) hereof, any amounts actually advanced to the Authority shall be repaid by the Authority, with interest thereon at a rate, not in excess of ___% per annum to be determined by the boards at the time of passage of the appropriation measure. The Authority's obligation to repay such amounts may be evidenced by a note or notes of the Authority, secured by a lien upon the revenues pledged in the Public Finance and Redevelopment Agreement and the Loan Agreement, which lien shall be expressly subordinate and junior to the lien of the Bank securing the Loan.”*

Shak submitted an unsolicited proposal to CDOT on November 16th requesting an IRU for 6 strands of fiber from Pagosa Springs to South Fork. A new unsolicited proposal is being drafted for use of CDOT’s right-of-way for portions of the middle mile build that we will not be able to construct aerially.

Shak is also attending regular meetings with the Colorado Broadband Office in anticipation of working on the State’s 5-year plan for BEAD (Broadband Equity Access and Deployment) funding.

December 7, 2022 Q-4 Broadband Report to the SWCCOG Board of Directors

Most contracts between SWCCOG, local governments and internet service providers that have the COG managing the contracts of ISP leasing dark fiber from local governments are getting ready to renew. This is a good opportunity to review the terms and consider any changes that need to be made. Currently the COG is handling billing and contracts while the local governments are doing the fieldwork of cross-connecting, locating, splicing, etc. The current rate is \$110 per strand mile, the COG keeps 75% and the governments get 25%.

Currently cross-connect, box information, rack location and which strands are dark or lit and their termination points are managed in various spreadsheets across the agencies. This lack of organized data has created some frustration for local governments as entities are not sure what is used, what is available and who owns what. There is a technological answer to the dilemma in the form of mapping software.

The DOLA award for the La Plata County CNL in Durango was executed November 3rd. Below is a table of next steps and due by dates. Shak and Laura met with stakeholders November 29th to begin the process.

MILESTONE	DUE DATE
Put Project Out to Bid	Sunday, January 1, 2023
Submit Quarterly Pay Request and Status Report	Tuesday, January 10, 2023
Award and finalize subcontracts	Tuesday, January 31, 2023
Provide DOLA with Project Timeline	Tuesday, January 31, 2023
Begin Work with Contractor mobilization	Thursday, March 2, 2023
Submit Quarterly Pay Requests	Monday, April 10, 2023
Submit Quarterly Pay Requests	Monday, July 10, 2023

Grant Updates

To: SWCCOG Board of Directors
From: Laura Lewis Marchino
Date: Dec. 2, 2022

Comments: **Grants:**

All Hazards - 2019, 2020, 2021, 2022

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

Southwest Incident Management Team (SWIMT)

- Sept 2021 – May 2022
- **2022 grant \$17,625**
- Funding to support incident management training, Emergency Managers and other first responders during emergencies
- Region 9 staff will work with SWIMT co-coordinators to manage grant and activities

CDOT FY2022 5310 Funding

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

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

- \$150,000
- MORP reimburses staff costs related to grant administration.
- **Project just about complete and will close out by year end.**

CDOT TPR FY22-23

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

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

Grant Updates

- This grant was amended to \$40K total with \$20,000 - CDL Program Development and \$20K Region 9 match to support CDL driver trainings.

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

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

Grant Requests Pending:

FTA DIGITAL MOBILITY HUB

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