AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Memora

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

MOU between Gunnison Valley Health and BOCC as a member of Region 10

Fiscal Impact:

Submitted by: Bre Navidi **Submitter's Email Address:** bshelton@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/10/2015

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 12/11/2015 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/11/2015

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 12/15/2015

Revised April 2015

MEMORANDUM OF UNDERSTANDING
BETWEEN
GUNNISON VALLEY HEALTH
AND
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is entered into this 30 day of November, 2015, by and between GUNNISON VALLEY HEALTH (GVH)., a Colorado non-profit corporation, whose address is 711 N. TAYLOR ST and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County").

A. RECITALS

WHEREAS, Gunnison County is a member of Region 10; and

WHEREAS, Gunnison County and Region 10 recognize a need to improve telecommunication capabilities, capacity, reliability, and availability in the six county region of Region 10 order to affect economic development, improve community anchor institutions' efficiency and accessibility, and reduce telecommunication costs for community anchor institutions; and

WHEREAS, Region 10 initiated and recently completed the Region 10 Broadband Implementation Plan to provide telecommunication connection in participating communities to a regional network through a variety of economically viable and sustainable models; and

WHEREAS, Region 10, through leveraging of assets and building of middle mile networks and aggregating the demand for the entire region, will enable the region, six county governments and multiple municipalities ("Local Agencies") to have access to more accessible, abundant and affordable broadband services; and

WHEREAS, Region 10 will be submitting and Economic Development Administration Assistance Grant Application ("Grant Application") to the Colorado Department of Local Government ("DOLA") for the Region 10 Broadband Implementation Plan; and

WHEREAS, Gunnison County desires to utilize this network for data service connectivity, internet access and other telecommunications services within the communities and region; and

WHEREAS, Gunnison County desires to utilize this network to enhance the economic prosperity of its constituents by providing affordable and abundant broadband services; and

WHEREAS, this MOU is intended to outline the current responsibilities of Region 10 and Gunnison County ("Parties") pertaining to participation in the Region 10 Broadband Implementation Plan.

B. AGREEMENT

NOW THEREFORE, given the recitals above, to define the business relationship between GVH and Gunnison County, and in preparation for funding to assist in providing a regional broadband network, the Parties understand and agree as follows:

1. PROJECT.

Region 10 has developed the Region 10 Broadband Implementation Plan to provide telecommunication connection in participating communities to a regional network. As part of that plan, a conceptual level of design has been created for the network within the Gunnison County service area which will provide a middle mile broadband system connection from Montrose to Gunnison, Crested Butte, Mt. Crested Butte and selected anchor facilities within the Gunnison Valley as identified in the *Scope of Work* attached hereto and incorporated herein by reference as Attachment "A" ("Project"). The Parties understand that the Project will evolve as opportunities to partner with internet service providers are further developed and evaluated and as participation of any anchor facilities may be confirmed.

2. PARTIES RESPECTIVE OBLIGATIONS TOWARDS THE PROJECT.

The respective obligations of the Parties towards the Project include the following:

a. Region 10 shall:

1. Complete the Regional Broadband Implementation Plan and Operations Costs Blueprint.

2. Complete and meet requirements to submit the Grant Application to DOLA to obtain funding assistance to build a regional network by no later than December 1, 2015.

3. Assess and collect the matching funds committed by each Local Agency to complete the project.

4. Coordinate with Gunnison County on the specific design and engineering of the network service.

5. Obtain and/or build network services agreed-upon by Gunnison County, anchor institutions and carrier neutral locations within the communities, with the intent that private service providers will have the capability of accessing the network to provide "last mile"

services for institutional, commercial, and residential users at reasonable rates.

6. Complete the necessary memoranda, agreements, and other legal documents among the Local Agencies to efficiently operate the network or transfer assets to Gunnison County.

b. Gunnison County shall:

1. Understand and participate in the design, development, and implementation of the network within the Gunnison County service area.

2. Participate in Region I0 network discussions regarding the operation, design, and construction of the network and any future grant applications at the discretion of Gunnison County.

3. Should Region 10 be successful of being awarded funds from is Grant Application to DOLA for assistance in building a regional network consistent with the Region 10 Broadband Implementation Plan and the Project identified in Attachment "A" herein, Gunnison County agrees to be assessed and remit payment of require matching funds as will be further agreed upon by Region 10 and Gunnison County to obtain network assets within the Gunnison County service area. Gunnison County agrees to contribute a cash match towards the DOLA grant in the amount of not to exceed _____ ($_____) for the fiscal years of 2016 and 2017. In addition, Gunnison County intends to contribute as a match, by separate agreement, for the grant existing fiber for the use of this network which has an estimated value of One Hundred Nine Thousand and No/100 U.S. Dollars ($25,774).

4. Complete the necessary memoranda, agreements, and other legal documents among the Local Agencies to efficiently operate the network or transfer assets to Gunnison County.

c. Gunnison Valley Health shall:

1. Understand and participate in the design, development, and implementation of the net work within the Gunnison count Service area.

2. Participate in Region I0 network discussions regarding the operation, design, and construction of the network and any future grant applications at the discretion of Gunnison County.

3. Should Region 10 be successful of being awarded funds from its Grant Application to DOLA for assistance in building a regional network consistent with the Region 10 Broadband Implementation Plan and the Project identified in Attachment "A" herein, Gunnison Valley Health agrees to be assessed and remit payment of required matching funds as will be further agreed upon by Region 10 and Gunnison County to obtain network assets within the Gunnison County service area. Gunnison County agrees to contribute a cash match towards the DOLA grant in the amount of not to exceed ($43,649) for the fiscal years of 2016 and 2017

3. TERM

The term of this MOU shall be effective upon the date first set forth above and continue until the completion of the Project, unless sooner amended or terminated as provided herein.

4. NOTICE TO PROCEED.

Both GVH and Gunnison County agree to evaluate the Project at no less than two discrete points ("Milestones"). These two Milestones are:

a. A contract for design and engineering of the Project.

b. Notice to proceed for construction of the engineered Project.

The Project will not proceed forward without the following:

a. Written consent from Gunnison Valley Health to continue the Project prior to each of the Milestones identified above.

b. Gunnison Valley Health's contribution of that portion of the cash match for the DOLA grant and contribution of existing fiber owned by Gunnison County prior to each of the Milestones identified above.

Gunnison Valley Health reserves the right to withdraw from the Project at any time and for any reason with no additional financial commitment, notwithstanding paragraph 5 herein, or with the mutual consent of Region 10 to amend the design and construction of the Project. Given the conceptual level of design for the project, Gunnison Valley Hospital also reserves the right to amend the scope of work in Attachment A.

5. TERMINATION.

This MOU shall remain in full force and effect for so long as the Parties to this MOU are pursuing funding for the proposed Project or, if awarded, carrying out such Project activities. Any party to this MOU may, however, terminate its participation in this MOU

sixty (60) days after providing written notice of such termination to the other party of this MOU. This MOU may also be terminated at any time by agreement of the Parties to this MOU, UNLESS a grant contract is in effect with DOLA. In such case, DOLA must approve such termination and arrangements for completing the Project. Should this MOU be terminated, Gunnison Valley Health shall only be required to pay its percentage of any work already completed for the Project at the time that notice is given.

6. GUNNISON COUNTY STRATEGIC PLAN

Execution of this MOU will assist Gunnison County with its strategic measure that Gunnison County will provide economic development leadership to develop and improve broadband service for the residents of Gunnison County, as more fully outlined in the Gunnison County Strategic Plan.

7. RELATIONSHIP BETWEEN PARTIES

The relationship of Region 10 to Gunnison County is that of an independent contractor, in its development and implementation of the Region 10 Broadband Implementation Plan and more specifically the network within the Gunnison County service area pursuant to this MOU. Region 10 is not an agent of Gunnison County and Gunnison County is not responsible for the acts or omissions of Region 10, its officers, employees or agents.

8. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Region 10:	Region 10 League for Economic Assistance and Planning 300 N. Cascade Avenue, Suite 1 Montrose, Colorado 81401
Gunnison County:	Matthew Birnie, County Manager 200 E. Virginia Avenue Gunnison, Colorado 81230
Gunnison Valley Health:	Robert J. Santilli, CEO 711 N. Taylor St Gunnison, Colorado 81230

Any party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

9. MISCELLANEOUS.

a. SEVERABILITY. If any clause or provision of this MOU shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

b. AMENDMENT. No amendment, alteration, modification of or addition to this MOU shall be valid or binding unless expressed in writing and signed by the Parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this MOU is, or shall be, construed to be a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

10. DELEGATION AND ASSIGNMENT.

The duties and obligations of identified within this MOU shall not be assigned, delegated or subcontracted by Region 10 or Gunnison County without the express written consent of the other party. Subject to the foregoing, the terms, covenants and conditions of this MOU shall be binding on the successors and assigns of either party.

11. GOVERNING LAW.

This MOU shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this MOU shall be in the State District Court governing Gunnison, Colorado.

12. COUNTERPARTS: FACSIMILE TRANSMISSION.

This MOU may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the Parties, and all of which shall be construed together as but a single instrument and shall be binding on the Parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

IN WITNESS WHEREOF, the Parties herein have executed this Memorandum of Understanding as of the date set forth above.

Gunnison Valley Health, a Colorado non-profit corporation

By: _____
Robert J. Santilli, CEO

ATTEST:

_____
Secretary

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Paula Swenson, Chairperson

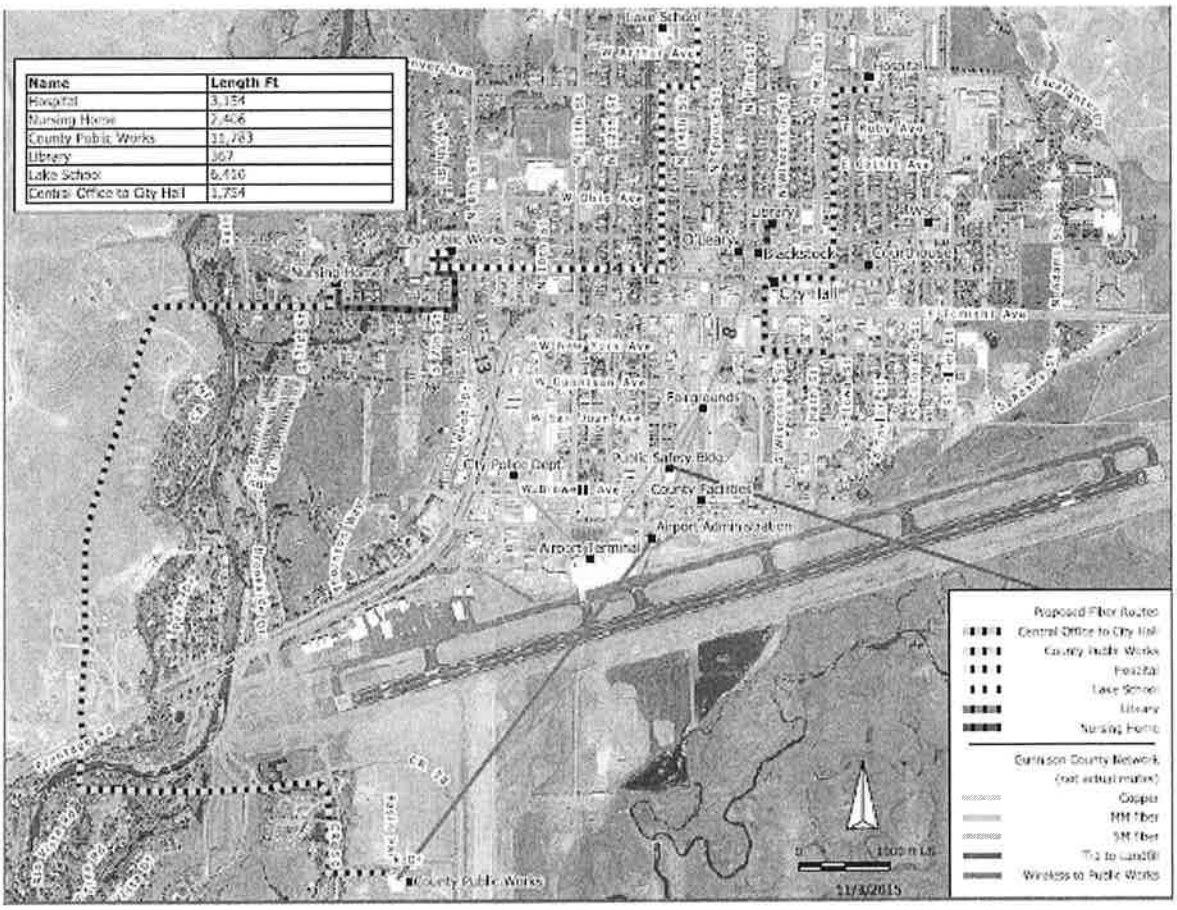
ATTEST:

_____
Deputy County Clerk

Attachment A
Scope of Work for Gunnison County/Region 10 Broadband Project

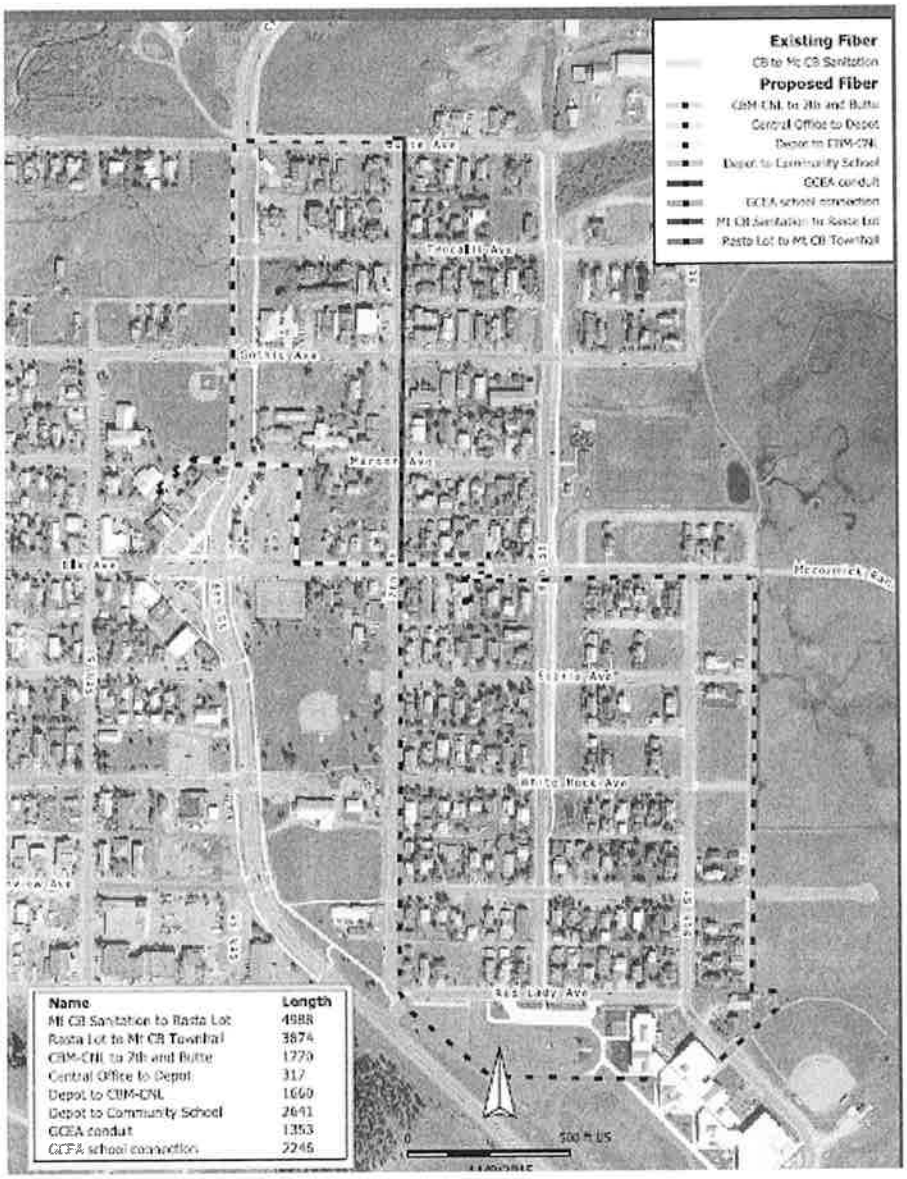
1. Route Network for the City of Gunnison

This plan assumes dark fiber would be obtained between Montrose and Gunnison. The system below provides a plan for connecting to anchor facilities. This system may be modified to utilize private ISP infrastructure to connect to anchor faculties as engineering is further developed. A fallback positon if dark fiber is not available between Montrose to Gunnison is to utilize lit fiber owned by CenturyLink between Montrose and Gunnison.



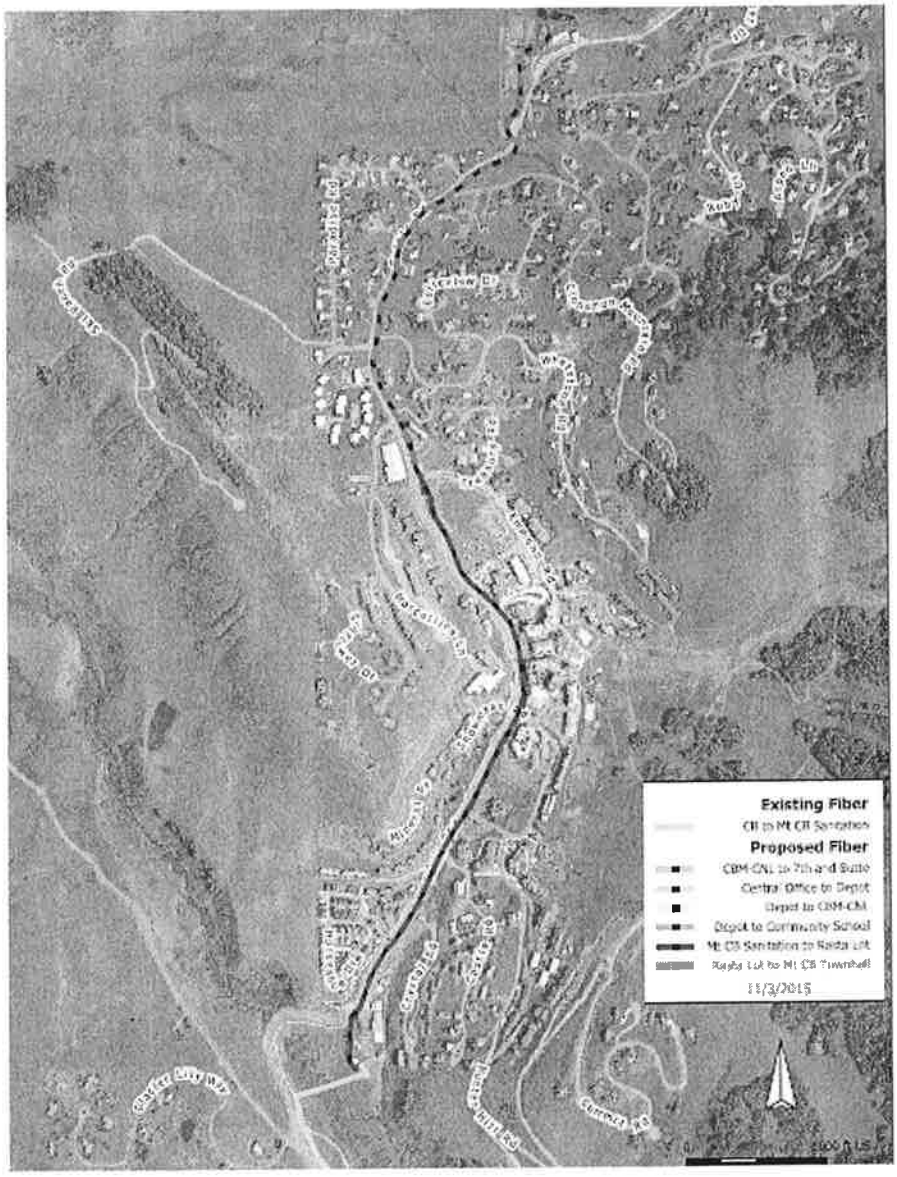
2. Route Network for Crested Butte:

The Crested Butte/Mt. Crested Butte System includes a connection via dark fiber from the City of Gunnison to the CenturyLink Central Office in Crested Butte. From the CenturyLink office, a fiber connection is proposed to the Crested Butte Marshall's Office where a CNL would be located, and there is an option to also connect to the Library. The system is then connected to existing fiber that Gunnison County installed approximately 5-6 years ago between Crested Butte and Mt. Crested Butte.



3. Route Network for Mt. Crested Butte

The system in Mt. Crested Butte will be connected to the existing fiber that Gunnison County installed approximately 5-6 years ago between Crested Butte and Mt. Crested Butte. This dark fiber will link to a new fiber system in Mt. Crested Butte starting at the Waste Water Treatment Plant. Additional fiber connecting from the Waste Water Treatment Plant going up Gothic Road to the Fire Station and the parking lot referred to as the Rasta Lot is part of the proposed project for Mt. Crested Butte. A CNL would also be located in Mt. Crested Butte at a location to be determined as the result of engineering and design.



4. **Cost Summary for Project in Gunnison County**

Table 1 below summarizes the total cost of the project including the value of the existing fiber that is proposed as a match for the DOLA grant that exists in both Gunnison and also between Crested Butte and Mt. Crested Butte.

Table 1: Total Cost for Gunnison County Project:

Assigned Costs			
Fiber cost per foot (aerial)	$ 12.00	CNL equipment cost	$ 25,000.00
Fiber cost per foot (underground)	$ 25.00	CNL make-ready (existing building)	$ 8,500.00
Fiber IRU cost per mile (in town)	$ 3,500.00	CNL new construction (shed/cabinet)	$ 25,950.00
Fiber IRU cost per mile (long haul)	$ 1,500.00	Dark Fiber CoLo cost per endpoint	$ 42,032.00
Equipment cost per anchor	$ 5,500.00	Project Management %	7%
		Construction Management %	15%

Anchor Name/route	Fiber Length (feet)	Fiber Construction Cost	CNL Build	Dark Fiber Make-Ready	Equipment Cost	PM Cost	Construction Management Cost	Total
Infrastructure Cost (Gunnison)	1,755	105,577	33,500	84,064		15,620	15,837	254,597
Hospital (via City Hall - Main/Iowa alley)	3,155	37,860			5,500	3,035	5,679	52,074
Lake School	6,410	0			0	0	0	0
Library (current location)	375	4,500			5,500	700	675	11,375
Nursing Home	2,406	28,872			0	2,021	4,331	35,224
County Public Works	11,785	0			0	0	0	0
WSCU	2,370	0			5,500	385	0	5,885
City of Gunnison	9,190	0			5,500	385	0	5,885
Gunnison County	500	0			5,500	385	0	5,885
Infrastructure Cost (CB)	1,660	41,500	33,500	42,032		8,192	6,225	131,449
Town of CB	0	0			5,500	385	0	5,885
CB School	2,246	0			0	0	0	0
CB Library	425	10,625			5,500	1,129	1,594	18,848
Infrastructure Cost (MtCB)	1,400	53,580	50,950			7,317	8,037	119,884
Town of MtCB	10,900	0			5,500	385	0	5,885
MtCB Rasta Lot	4,990	124,750			0	8,733	18,713	152,195
MtCB Water & Sanitation		0			5,500	385	0	5,885
Project total	59,567	407,264	117,950	126,096	49,500	49,057	61,090	810,956
DOLA Contribution		203,632	58,975	63,048	24,750	24,528	30,545	405,478
Equipment Match		103,097						103,097
Cash Match		100,535	58,975	63,048	24,750	24,528	30,545	302,381

Table 2 provides the cost split for the purposes of the DOLA grant for Gunnison County and its municipal partners. Refer to the MOU in regard to the proposed match for the Anchor institutions.

Table 2: Cost Split

	Gunnison County	WSCU	Hospital	Library	Gunnison	Crested Butte	Mount Crested Butte	Total
Infrastructure Cost (Gunnis	$ 63,649				$ 63,649	$ 63,649	$ 63,649	$ 254,597
Hospital (via City Hall - Main/Iowa alley)			$ 52,074					$ 52,074
Lake School								$ -
Library (current location)				$ 11,375				$ 11,375
Nursing Home			$ 35,224					$ 35,224
County Public Works								$ -
WSCU		$ 5,885						$ 5,885
City of Gunnison					$ 5,885			$ 5,885
Gunnison County	$ 5,885							$ 5,885
Infrastructure Cost (CB)	$ 32,862				$ 32,862	$ 32,862	$ 32,862	$ 131,449
Town of CB						$ 5,885		$ 5,885
CB School								$ -
CB Library				$ 18,848				$ 18,848
Infrastructure Cost (MtCB)	$ 29,971				$ 29,971	$ 29,971	$ 29,971	$ 119,884
Town of MtCB							$ 5,885	$ 5,885
MtCB Rasta Lot							$ 152,195	$ 152,195
MtCB Water & Sanitation							$ 5,885	$ 5,885
Project Total	$ 132,368	$ 5,885	$ 87,298	$ 30,223	$ 132,368	$ 132,368	$ 290,448	$ 810,956
DOLA Contribution	$ 66,184	$ 2,943	$ 43,649	$ 15,111	$ 66,184	$ 66,184	$ 145,224	$ 405,478
Equipment Match	$ 25,774				$ 25,774	$ 25,774	$ 25,774	$ 103,097
Cash Match	$ 40,410	$ 2,943	$ 43,649	$ 15,111	$ 40,410	$ 40,410	$ 119,450	$ 302,381