



CONNIE I. HUNT  
COUNTY ADMINISTRATOR

---

541 4th Street • P.O. Box C • Ouray, Colorado 81427 • 970-325-7320 • FAX: 970-325-0452

Date: March 12, 2015

To: Board of County Commissioners

From: Connie I. Hunt, County Administrator

Re: Memorandum of Understanding – Region 10 – Regional Broadband

---

The Board had requested that I communicate with the Ouray City Administrator and the Town of Ridgway Manager regarding financial participation for the Ouray County matching piece of a DOLA April grant submittal by Region 10. Upon conversation amongst the three of us, it was determined that bringing broadband to all of Ouray County is an important county-wide issue. However, we all felt that it may be better to schedule a joint work session with all three agencies (County, City and Town) to discuss the grant proposal prepared by Region 10 in order to better understand the scope as it relates to broadband implementation within our county. The matching dollars being requested, totaling \$600,000 is a significant amount of money for each entity to absorb and to commit with such short notice.

Connie

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
REGION 10 LEAGUE FOR ECONOMIC ASSISTANCE AND PLANNING AND  
(INSERT NAME HERE)**

This Memorandum of Understanding (MOU) is between Region 10 League for Economic Assistance and Planning (“Region 10”), 300 N Cascade, Montrose, CO and the (INSERT NAME AND ADDRESS HERE) (“Local Agency”)

**PREMISES**

1. The Local Agency is a member of Region 10 League for Economic Assistance and Planning.
2. Region 10 recognized a need to improve telecommunication capabilities, capacity, reliability, and availability in the six county region in order to affect economic development, improve community anchor institutions efficiency and accessibility, and reduce telecommunication costs for community anchor institutions.
3. Region 10 initiated and recently completed the Region 10 Broadband Implementation Plan to provide telecommunication connection in participating communities to a regional broadband network through a variety of economically viable and sustainable models.
4. Region 10 through leveraging of assets and building of middle mile networks and aggregating the demand for the entire region will enable the region and the Local Agency to have access to more accessible, abundant and affordable broadband services.
5. The Local Agency desires to utilize this regional broadband network for data connectivity, Internet access and other telecommunications services within the communities and region.
6. This MOU outlines the responsibilities of the parties pertaining to the Local Agency’s participation in the regional broadband network.

**IT IS HEREBY AGREED BY THE PARTIES THAT:**

**I. PURPOSE**

To define the business relationship between the Local Agency and Region 10 in preparation to apply for funding to assist in providing a regional broadband network.

**II. STATEMENT OF RIGHTS AND OBLIGATIONS OF THE PARTIES**

1. Region 10 has the obligation to do the following:
  - A. Completion of the Regional Broadband Implementation Plan and Operations Costs Blueprint.
  - B. Complete and meet requirements to submit an application to the Colorado Department of Local Affairs to obtain funding assistance to build and operate a regional broadband network.
  - C. Assessing and collecting the matching funds committed by each Local Agency to complete the project.
  - D. Obtaining and/or building network infrastructure to agreed-upon 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 to the businesses and homes at competitive rates.

E. Complete the necessary agreements among the Local Agencies to efficiently operate the network and/or transfer assets to the Local Agency.

2. The Local Agency has the obligation to do the following:

- A. Understand and participate in the development and implementation of the regional broadband network within the Local Agency jurisdiction.
- B. Agree to be assessed and remit payment of required matching funds as agreed upon by Region 10 and the Local Agency to obtain regional broadband network assets within the Local Agency jurisdiction.
- C. The Local Agency agrees to participate in REGION 10 regional broadband network discussions and future applications at the discretion of the Local Agency.

### III. GENERAL PROVISIONS

- 1. This MOU shall become effective upon the date of the last signature by the authorized representative of both parties.
- 2. This Agreement shall remain in full force and effect for so long as the parties to this Agreement are pursuing funding for said proposed project or, if awarded, carrying out such project activities. Any party to this Agreement may, however, terminate its participation in this Agreement six months after providing written notice of such termination to the other parties of this Agreement. This Agreement may be terminated at any time by agreement of all parties to this Agreement unless a grant contract is in effect with the State. In this case, the State must approve such termination and arrangements for completing the project.
- 3. The duties and obligations of the MOU shall not be assigned, delegated or subcontracted by the Local Agency or Region 10 without the express written consent of the other party.

(INSERT NAME HERE)  
Name, Title

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Region 10 League for Economic Assistance and Planning  
Michelle Haynes, Executive Director

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_