



SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

Regular Board Meeting Agenda

Thursday, 24 October 2019
1:30 – 4:00 pm
295 Girard Street, Durango, CO 81303

- I. Introductions
- II. Public Comment – 5 minutes per person
- III. Presentation from Colorado Office Information Technology about Regional Broadband
- IV. Consent Agenda
 - a. September 2019 SWCCOG Meeting Minutes
 - b. September 2019 Financials
- V. Discussion Items
 - a. Retreat Follow-Up: Update on Board Structure and Bylaws
 - b. Retreat Follow-Up: 2020 Proposed Meeting Dates
 - c. Retreat Follow-Up: Committee Structure
- VI. Decision Items
 - a. Grant Writer Contract
 - b. Office365 and IT Support Implementation Contract
 - c. Employee ROTH IRA Approval
 - d. USDA Solid Waste Management Grant
 - e. DOLA Broadband Grant
- VII. Reports (Staff will be available for questions on the written reports)
 - a. Director's Report
 - b. Broadband Report
 - c. Grant Updates
 - d. Transportation Report
- VIII. Community Updates (time permitting)

Public Comment

Please limit comments to 5 minutes per person

Colorado Office of Information Technology

Regional Broadband Presentation

OIT Presentation Memo

To: SWCCOG Board of Directors

From: Miriam Gillow-Wiles

Date: 24 October 2018

Ed Mills from The Colorado Office of Information Technology will be presenting on Broadband projects across the state, these will include successful regional broadband projects. Hopefully the information presented will help the Board understand the importance of regionalism when it comes to Broadband development. Attached is a much larger presentation than what will be presented, so the Board Members have all the information. Given the time frame, OIT and SWCCOG staff have shortened the presentation that will be more concise and relevant to the SWCCOG work.



Enabling Broadband

Developed by Kay Henze - Director, Business Innovation
and Partnerships

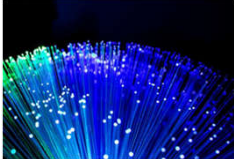
Presented by Ed Mills - Director, Engagement & Technology
Solutions Manager




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1


Broadband Defined




Fiber



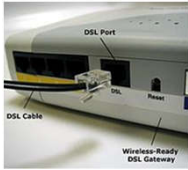
Microwave




Cable



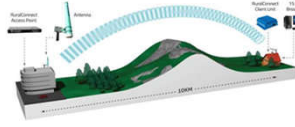
Mobile




DSL





Satellite



TV
Whitespace



AirGig



2

Broadband Enables



Employment



Healthcare



Public Safety



Education



Business Development



Colorado Broadband Office

Mission

We are committed to enabling the development of statewide communications infrastructure through public-private partnerships to meet the growing demand for broadband access for:

- Public Safety
- Education
- Healthcare
- Transportation
- all Coloradans



Overview

Leadership

- Chair DORA Broadband Development Board
- Coordinate with DOLA grant programs
- Align objectives across state agencies
- Enable regional solutions and partnerships



Alternate funding

- Federal grant/ loan programs (USDA, FCC)
- Community resources (money/in-kind)
- Private investment



Information and education

- Communities and local organizations support
- Analysis and insight on investment priorities
- Technology education and outreach



Advocacy

- Policy to accelerate deployment
- Encourage private sector investment
- Coordinate with federal agencies and US congressional delegation on investment



5

5

Progress Since 2018

- Rural household access to broadband improved from **77% to 86%**
- **98%** of school districts meet the FCC per student bandwidth goal
- DOLA awarded **\$2.4 million** in grants
- DORA awarded **\$10 million** in grants
- Three USDA ReConnect Program applicants totaling **\$27.3 million**
- Project THOR **launched**
- Increasing involvement by **rural electric co-ops**
- **Successful** state legislative session



6

6



Photo Credit: Kay Henze

Broadband Funding Options



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7

State of Colorado Grant Programs

Department of Local Affairs (DOLA)

- Planning and Middle Mile Infrastructure Grants
- ~ \$25M over 5 Years via the Energy & Mineral Impact Assistance Fund
- 50% Local Match
- Municipalities, Counties and Local Governments
 - >20 Regional Broadband Development Plans Completed

Department of Regulatory Affairs (DORA) - Broadband Deployment Fund

- Grants for last mile deployment in underserved areas to ISP's
- Via the 2014 legislative transitioning funds from voice high-cost support program to broadband
- Covers upto 75% of the project costs
- Communities lies outside municipal borders or has a population of <7,500
- Since 2016 awarded >\$17M against >\$20M requested
- 2019 Summer request >\$17.5M across 20 applicants



8

8

Federal Programs

FCC Universal Service Fund Program, Universal Service Administration Corp, (USAC)

- High Cost Fund (HCF)
- E-Rate - Schools and Libraries
- Rural Health Care (RHC)
 - Healthcare Connect Fund Program
 - Telecommunications (Telecom) Program
 - Connected Care Pilot Notice of Proposed Rulemaking (NPRM) - \$100M over 3 years - competitive

USDA Rural Telecommunications Programs

- Rural Broadband Direct Loan and Loan Guarantee Program
- Community Connect
- Distance Learning and Telemedicine Program
- ReConnect Program - DMEA, San Luis Valley, Emery Telecom = \$27.1M



9

9

Gunnison

- College - Higher Education
- Airport - Gunnison/Crested Butte Airport
- HARTman Rocks / Fossil Ridge/ National Forest
- Small Downtown
- In Between National Forests - lots of outdoor activity - challenging topography
- Looking on the Broadband Map - DOLA Middle Mile Project - not working on the map right now and neither is the DORA funding - but does show where CAF Funding, Economic Development Zone - On the Map I want TO - Broadband Board Data Toolkits has all of the above - pluses by the headers which gives a breakdown of everything
- Show the area
- Opportunity Zone? Enterprise Zone
- Assume all the different funding and here are some of the companies
- Gunnison Electric
- Carrie Payouck - Christen



10

10



Photo Credit: Kay Henze

Broadband Networks



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11

Broadband Defined

“The term broadband commonly refers to high-speed Internet access that is always on and faster than the traditional dial-up access. Broadband includes several high-speed transmission technologies such as:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Digital Subscriber Line (DSL) • Cable Modem • Fiber | <ul style="list-style-type: none"> • Wireless • Satellite • Broadband over Powerlines (BPL) |
|---|--|

The broadband technology you choose will depend on a number of factors. These may include whether you are located in an urban or rural area, how broadband Internet access is packaged with other services (such as voice telephone and home entertainment), price, and availability.” - “Types of Broadband Connections.” *Federal Communications Commission*, 24 June 2014, <https://www.fcc.gov/general/types-broadband-connections>.

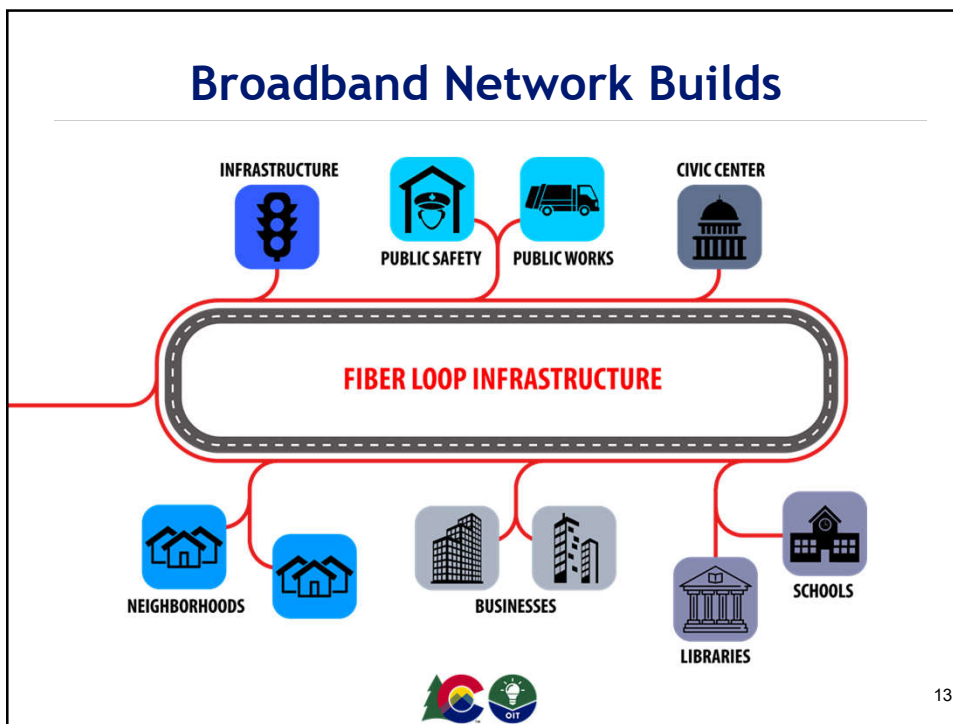
FCC recommended speeds:

- 2010 - 4 Mbps down / 1 Mbps
- 2015 - 25 Mbps down / 3 Mbps up
- Future of 100 Mbps down / 20 Mbps up



12

12



13

Broadband Societal Impacts

“ Like electricity a century ago, broadband is a foundation for;

- economic growth,
- job creation,
- global competitiveness and a better way of life.

It is enabling entire new industries and unlocking vast new possibilities for existing ones.

It is changing how we;

- educate children,
- deliver health care,
- manage energy,
- ensure public safety,
- engage government, and
- access organize and disseminate knowledge.”

US National Broadband Plan

14

14

Colorado Broadband Societal Impacts

19.3M Rural American lack access as of FCC 2016 data

- 50K Coloradans lack access to 10/1 Mbps
- 150K Coloradans lack access to 25/3 Mbps

Some of the key areas where Broadband has impacted Colorado include:

- Community Vitality - \$300.3M economic impact & 840 Colorado jobs*
- Education - 98% penetration at 100 Kbps per student enabling digital transformation^
- Healthcare - All CO rural hospitals have connected to a Health Information Exchange
- Economic Development - a 10% increase = 3.6% improved efficiency*
- Cities of the future - 2050 Smart Car estimated at 40TB an Hour by Morgan Stanley

Within the last decade, Broadband has become an essential tool for daily life for most Americans

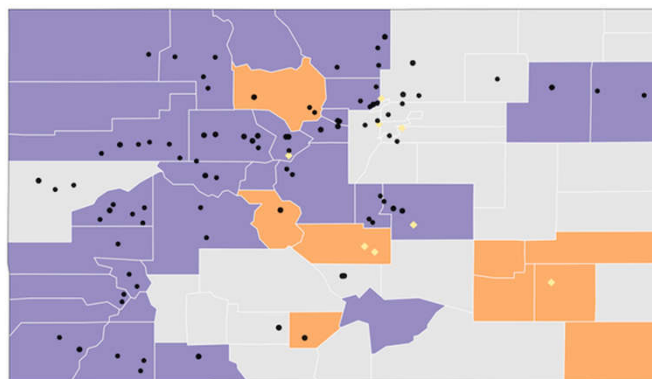


15

15

Colorado SB-152 Map

Colorado Communities Restoring Local Authority:
18 Communities Voted on S.B. 152 in Fall 2018



Counties
 ■ Prior years
 ■ Fall 2018

Cities
 ● Prior years
 ● Fall 2018



16

16

Red Cliff, CO - Community Champion

Muni Broadband, Fixed Wireless Multi year project with strong Community Champions

1. 2015 Opt Out of SB 152
2. Refinance City Debt, new water supplier, stopped paying electric bill and all of the town's streetlights were removed
3. Went through 2 ISP's
4. Selected ISP secured a lease of Eagle County School District Spectrum
5. ISP provided engineering design plan needed for State grants
6. Secured DOLA grant of \$144,100 and town provided \$77,500 for tower construction, land purchase, portion of trenching on Ski Mtn.
7. Secured DORA grant of \$70,103 and ISP \$74,474 for equipment, fiber construction, installation and engineering
8. Sourced 2 land sites - 3 owners & had to build an access road
9. Town of Red Cliff approval from USFS for backhaul infrastructure
10. USFS required underground vs aerial fiber adding \$60K

and THEN the ISP begins the Go-To-Market



17

17

Red Cliff, CO Societal Impact

Pre Broadband Build

- High Digital Literacy
- Access at work
- Driving 10 miles
- Community impact viewed as positive
- Interested in work from home opportunities
- 26% had an emergency with no ability to call 911

Post Broadband Build

- 63% Adoption rate - national average 53.5%
- 68% ecommerce at least once per week
- 69% extremely positive impact on the community
- 62% would work from home
- 75% willingness to use telemedicine
- Content with Wi-Fi & VOIP calling

Community leadership, public/private partnerships, collaboration across government agencies and state funding options made Broadband a reality in Red Cliff



18

18

Project THOR

Middle Mile Regional Transport Network

- Network Administrator = NWCCOG
- Network Operator = Mammoth Networks

Configuration

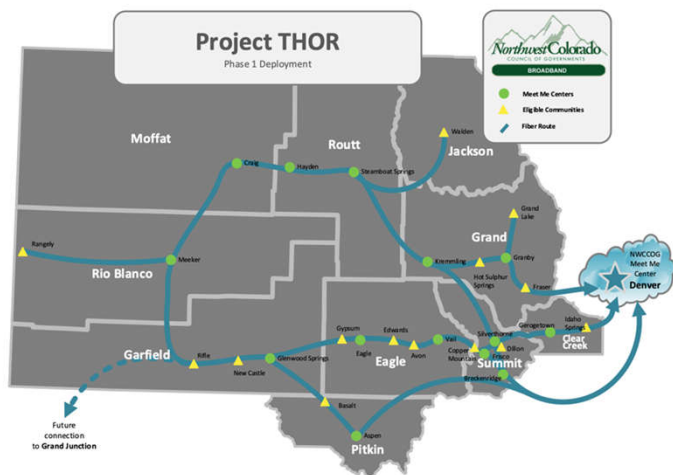
- Redundant- Primary and secondary pathways between each Meet Me Center
- Open Access - ISPs and community anchors can access the network at the Meet Me Centers

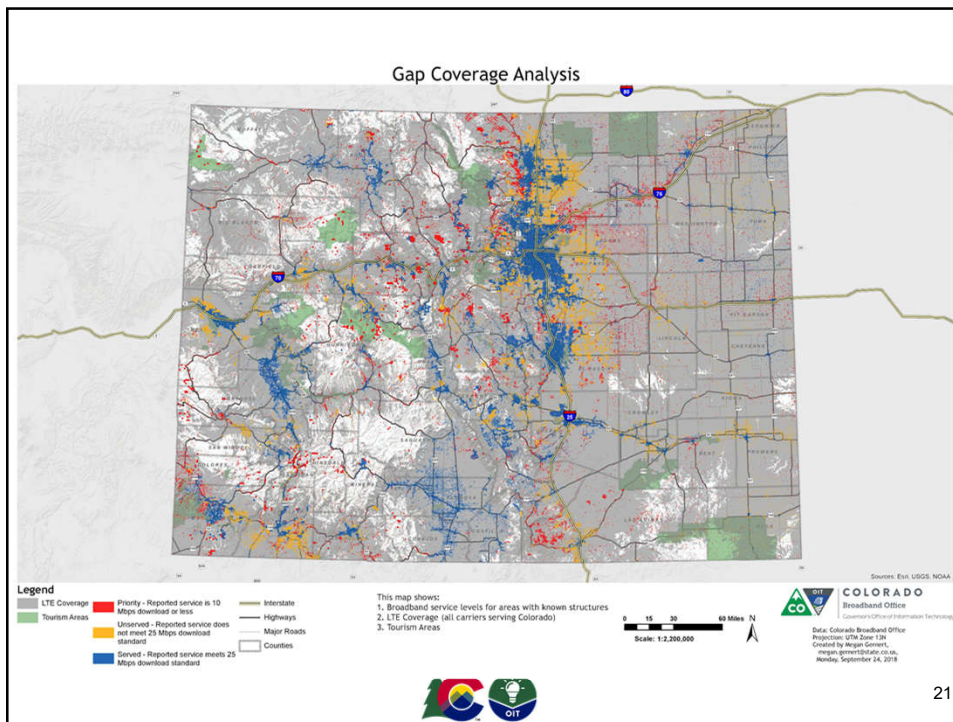
Serves 10 NW Colorado Counties

- Clear Creek, Summit, Eagle, Pitkin, Garfield, Rio Blanco, Moffat, Routt, Jackson and Grand
- North and South Routes back to Denver
- Designed to auto transfer between routes if a cut or outage occurs



Project THOR



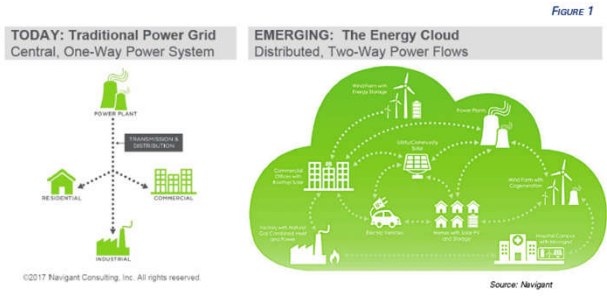


21

Broadband Benefits for Co-Ops

Modernization of the Current Grid

- Advanced metering infrastructure
- Distribution automation
- Support transition from linear flow of electrons to distributed power
- Local community support and development



22

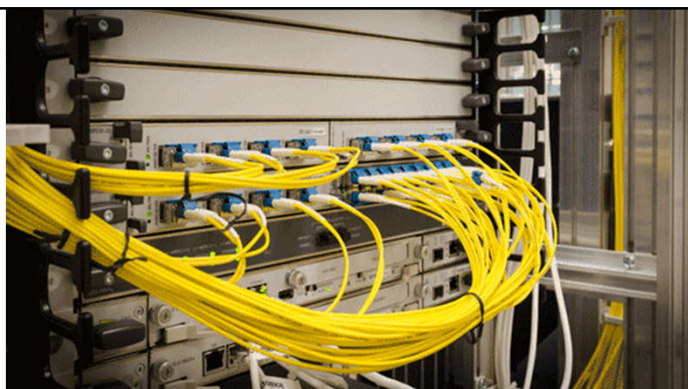
Colorado Co-Ops

- Currently 5 of 22 rural electric co-ops - Fast Track, Elevate, Cielo, SECOM, Luminate
- Currently serve over 10K consumer customers
- Broadband Deployment Fund has granted over \$7M
- Six application in 2019 Summer Submission for over \$6.5M to serve over 1,700 new households
- Two have applied for over \$27.1M from USDA ReConnect Program to deliver FTTP to additional 4,500 consumers



23

23



Current & Emerging Technologies



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24

Fixed Wireless

Source: Creative Customers for BroadbandNow

Benefits

- Average speeds 5 to 50 Megabits per second
- Low cost of entry
- Majority are local companies, with local support

Limitations

- Line of Sight
- Uses unlicensed Spectrum
- Costs can vary
- Security

25

25

Emerging Technologies - 5G

Benefits

- Faster speeds - upto 10X 4GLTE
- Low latency
- New devices and applications
- Ubiquitous antennas

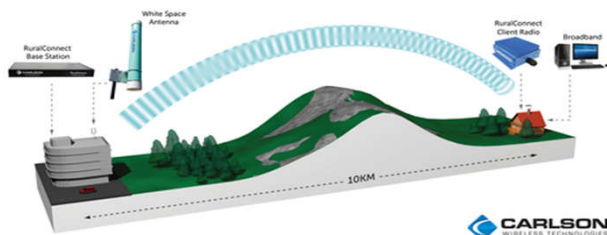
Limitations

- Millimeter wave spectrum used by VZ and ATT
- Increased number of towers/small cells in a community

26

26

Emerging Technologies - TV White Space



TVWS System Characteristics

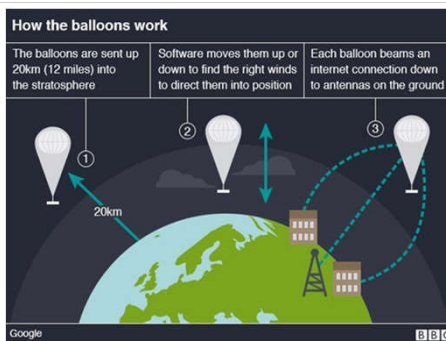
- Maximum range of TVWS signal is 10 km /6.2 miles (assuming the base station is located above the tree line)*
- Approximate signal speed-18 Megabits per second*
- Cost (estimated)*
 - Base station, including transmitter/receiver, antenna and tower, and installation--\$10,000
 - Hotspots, including receiver/transmitter, antenna and router--\$500 per hotspot



27

27

Emerging Technologies - Loon



Loon is a subsidiary of Alphabet, Inc. that uses high-altitude balloons, places in the stratosphere to create an aerial wireless network:

- 4G LTE Speeds
- Uses directional antenna to connect to existing infrastructure and expand the coverage area
- Current deployments have been to provide disaster relief in Puerto Rico and Peru



28

28



Key CBO Contacts

Anthony (Tony) Neal-Graves Executive Director
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Megan Gernert
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Ed Mills
 ed.mills@state.co.us

Sarah Smith
 sarah.smith@state.co.us

<http://broadband.co.gov/about/>

29

29

Articles

Sonny Perdue: The rural electrification of the 21st century is broadband <https://www.electric.coop/issues-and-policy/broadband/>

USDA: A Case for Rural Broadband <https://www.usda.gov/sites/default/files/documents/case-for-rural-broadband.pdf>

New Broadband On Western Slope Benefits Businesses, Hospitals And Fans Of Classic Western Movies
<https://www.kunc.org/post/new-broadband-western-slope-benefits-businesses-hospitals-and-fans-classic-western-movies#stream/0>

Centennial just became Colorado's largest city to launch an alternative broadband service. What about the other 100+ that voted to control their internet destiny?
<https://coloradosun.com/2018/09/13/municipal-broadband-cities-colorado/>

The Social Impact of Broadband: A Case Study for Red Cliff, Co
http://nwccog.org/wp-content/uploads/2018/05/The-Social-Impact-of-Broadband-Colwell-Schumann-Shakfa_FINAL3.pdf

<http://broadband.co.gov/about/>



30

30

Rural Electrification - Sonny Perdue

Perdue Addresses Co-op Leaders on 'Seismic Shift' of Rural Broadband

<https://www.electric.coop/sonny-perdue-legislative-conference-rural-broadband/>



31

Consent Agenda

Southwest Colorado Council of Governments
September Board Meeting
Thursday, 12 September, 1:30 p.m.
295 Girard Street, Durango, CO 81303

In Attendance:

Karen Sheek – City of Cortez
David Black – Town of Bayfield
Gwen Lachelt – La Plata County
Willy Tookey – San Juan County
Chris Tookey – Town of Silverton
Mark Garcia – Town of Ignacio
Ronnie Maez – Archuleta County (by phone)
Andrea Phillips – Town of Pagosa Springs (by phone)
Steve Garchar – Dolores County (by phone)

Staff in Attendance:

Miriam Gillow-Wiles – Southwest Colorado Council of Governments
Jessica Laitsch – Southwest Colorado Council of Governments

Guests in Attendance:

John Dougherty – City of Cortez
John Reiter – Town of Silverton
Andrew Atchley – Department of Local Affairs
Paul Roithmayr
John Whitney – Senator Bennet's Office
Janet Wolf – Senator Bennet's Office
Elizabeth Salkind – Housing Solutions

Introductions

The meeting was called to order at 1:34 p.m.

Public Comment

None.

Strategic Plan Overview

Paul summarized that the purpose of this item is to make decisions because there was not a quorum at the strategic planning meeting. He summarized the outcomes of the strategic planning sessions. Karen suggested possible options for addressing board participation. Andrea added that she and Liane have been working on possibilities related to the composition of the board. Paul summarized the strategic goals and objectives that had been identified and some proposed adjustments. There was discussion about including survey questions, such as whether the communities would recommend membership in the COG to other organizations. There was discussion about the frequency of presentation to member jurisdictions, the consensus was once per year plus any additional needed. The board confirmed that the key performance measures would be helpful to track. Paul summarized the proposed goals, objectives and strategies. He recommended periodic strategy review meetings. There was discussion about possible tools to track status on the various goals and objectives.

DOLA Housing Presentation on Upcoming State Funding

Andrew Atchley summarized the work done by the DOLA Division of Housing. He presented an overview of new funding available for affordable housing development. There was discussion about local challenges, such as infrastructure, that impact the development of more affordable housing.

Consent Agenda

August 2019 SWCCOG Meeting Minutes and August 2019 Financials

Mark Garcia motioned to approve the consent agenda, David Black seconded, unanimously approved.

Reports

Director's Report:

Miriam reported that she is working on a contract for grant writing support with Martina. There will be an item regarding the San Juan RC&D on the October agenda. She will be taking vacation in early October. She met with USDA representatives. Mark suggested that the upcoming Colorado Municipal League meeting would be a good opportunity to talk to non-member municipalities.

Broadband Report:

Miriam reported that she is working on a fiber route from Cortez to San Juan New Mexico. She mentioned that letters regarding 5G may be coming in and that local governments can't regulate radio frequency. David mentioned challenges with 5G in rural areas. Ronnie mentioned that the technological capacity will not be available in the region for years. Miriam agreed that this is true and mentioned that she sent out information for responding to comments about 5G. Miriam will send additional information related to 5G to the Board. There was discussion about the limitations on local government authority with respect to various technology. There was discussion about limited access to cellular connectivity in the region.

Grant Updates:

Miriam reported that there was an increase to the TPR funding for FY19-20. The COG was awarded CDOT funding for a part time staff position for transit. Staff is working on a census grant, administrative costs up to 10% are eligible. There was discussion about possible uses for the census funding, the importance of accurate counts, and some of the challenges getting accurate counts.

Transportation Report:

Written report only.

Discussion Items

Proposed 2020 Budget:

Miriam summarized the proposed 2020 budget. There was discussion about the budget process, such as timeframes.

2018 Budget Amendment:

Mark asked if the auditors had said anything about needing to do a budget amendment. Jessica replied that they had mentioned the expenditures were within budgeted amounts and otherwise not mentioned a requirement to do an amendment.

Karen expressed the importance of participation by members. She asked for the board to think about how the COG could add value. There was discussion about having information covering important topics through the COG, such as presentations at meetings.

Decision Items

SWCCOG DOLA 2020 Technical Assistance Grant:

Miriam explained that the grant application is due on October 10. Staff is looking at shared services, resiliency, regional housing planning, and various shared services.

David Black motioned to allow staff to apply for the DOLA Technical Assistance Grant with any changes needed to be communicated with the Executive Committee and reported back at the next meeting, Willy Tookey seconded, unanimously approved.

Miriam asked if the board would like to do the budget amendment. The consensus was not to amend the budget.

SWCCOG Strategic Plan:

Willy Tookey motioned to adopt the strategic plan with the proposed changes, David Black seconded, unanimously approved.

Karen asked if board members were available for lunch before the next meeting. There was discussion about details for setting this up.

The meeting ended at 4:13 p.m.

September 2019 Financials

To: SWCCOG Board of Directors
From: Jessica Laitsch
Date: 18 October, 2019

Comments: The following reports are attached:

- Balance Sheet as of 30 September, 2019
- January-September 2019 Profit and Loss

Items to note:

The bank account balance is overdrawn in the register but not in the actual bank account as checks are being held; this is not recommended by the auditor, but we are waiting for a number of state reimbursements and with low cash flow, I am not able to send payments to vendors.

The prepaid expense is for the Zoom software, the contract was goes to 2020.

Fiscal Impact: High, overall financial status of the organization

Legal Review: Not applicable

Staff Recommendation: Approve the September 2019 Financials

SWCCOG

BALANCE SHEET

As of September 30, 2019

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Alpine Bank	0.00
Alpine Bank Account (UR)	-14,708.80
Fiber Equip Fund - Restricted	0.00
Total Alpine Bank	-14,708.80
Petty Cash	22.97
AmeriCorps VISTA	110.54
Jessica Laitsch	0.00
Total Petty Cash	133.51
Total Bank Accounts	\$ -14,575.29
Accounts Receivable	
Accounts Receivable	14,529.95
Total Accounts Receivable	\$14,529.95
Other Current Assets	
Prepaid Expense	1,999.00
Undeposited Funds	0.00
Total Other Current Assets	\$1,999.00
Total Current Assets	\$1,953.66
TOTAL ASSETS	\$1,953.66
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	39,575.69
Total Accounts Payable	\$39,575.69
Credit Cards	
Credit Cards	
Miriam	1,005.00
Sara	18.95
Total Credit Cards	1,023.95
Total Credit Cards	\$1,023.95
Other Current Liabilities	
Accrued Wages	6,159.07
Deferred Revenue	0.00
Payroll Liabilities	
457 Retirement Due	2,251.78
CEBT Health Insurance Due	83.75
Total Payroll Liabilities	2,335.53
Total Other Current Liabilities	\$8,494.60

	TOTAL
Total Current Liabilities	\$49,094.24
Total Liabilities	\$49,094.24
Equity	
Opening Balance Equity	0.00
Retained Earnings	33,190.61
Net Income	-80,331.19
Total Equity	\$ -47,140.58
TOTAL LIABILITIES AND EQUITY	\$1,953.66

SWCCOG

PROFIT AND LOSS

January - September, 2019

	TOTAL
Income	
All Hazards	
2017 SHSP	24,716.55
2018 SHSP	48,912.60
Total All Hazards	73,629.15
CDOT Grants	
SWTPR Grant	10,041.26
Transit 5304	0.00
Total CDOT Grants	10,041.26
DoLA Grants	
DoLA 8330	0.00
DoLA 8573	0.00
REDI19-165	18,000.00
Total DoLA Grants	18,000.00
Dues Revenue	
COG Dues	111,929.00
SWTPR Contributions	5,926.00
Total Dues Revenue	117,855.00
Forethought	7,080.00
Grant Match	
COG Member Match	14,317.00
Non-COG Member Match	30,000.00
Total Grant Match	44,317.00
Misc. Income	2,166.11
RHA	10,024.00
SCAN Services	
Dark Fiber Leasing	24,624.00
e-TICS	0.00
Internet & Transport	6,110.00
Total SCAN Services	30,734.00
SWIMT	26,280.00
Total Income	\$340,126.52
GROSS PROFIT	\$340,126.52
Expenses	
All Hazards Projects	
All Hazards 2016 SHSP	
Grant 2016 Project 1	186.28
Grant 2016 Project 7	20,843.40
Total All Hazards 2016 SHSP	21,029.68
All Hazards 2017 SHSP	
Grant 2017 Project 1	8,236.31
Grant 2017 Project 4	23,694.91

	TOTAL
Grant 2017 Project 7	12,994.50
Total All Hazards 2017 SHSP	44,925.72
All Hazards 2018 SHSP	
Grant 2018 Project 3	50,828.20
Total All Hazards 2018 SHSP	50,828.20
Total All Hazards Projects	116,783.60
Bank Service Charge	242.60
Conference Fee	527.70
Consulting	97,903.79
Forethought.	9,000.00
Information Technology (IT)	16.17
Software	15,045.34
Total Information Technology (IT)	15,061.51
Insurance Expense	
General Liability	3,295.23
Health	12,839.50
Worker's Compensation	-17.00
Total Insurance Expense	16,117.73
Internet Connectivity	
Fast Track	6,648.49
Internet Connection (AT&T)	269.86
Total Internet Connectivity	6,918.35
Meetings	366.53
Memberships	5,098.00
Office Equipment	256.46
Office Supplies	156.40
Postage and Delivery	27.01
Professional Development	2.70
Professional Fees	
Accounting Software	210.00
Audit	6,100.00
Legal	2,073.60
Misc.	68.08
Total Professional Fees	8,451.68
Rent	4,900.00
Salary and Wages	90,516.59
457 Retirement	4,398.21
Car Allowance	2,700.00
Cell Phone Allowance	1,000.00
Payroll Processing Fee	1,288.70
Payroll Tax	7,197.10
Total Salary and Wages	107,100.60
SWIMT 2018-2019	22,783.67
SWIMT 2019-2020	5,565.31
Travel	3,194.07
Total Expenses	\$420,457.71
NET OPERATING INCOME	\$ -80,331.19
NET INCOME	\$ -80,331.19

Discussion Items



551 Hot Springs Boulevard
Post Office Box 1859
Pagosa Springs, CO 81147
Phone: 970.264.4151
Fax: 970.264.4634

MEMORANDUM

TO: SWCCOG Board Members and Miriam Gillow-Wiles, Director

FROM: Andrea Phillips, Town Manager

RE: Research on Organization of COGs

DATE: October 18, 2019

The purpose of this memorandum is to summarize the attached information. As a follow up to the strategic planning retreat, Liane Jollon of San Juan Basin Health and I researched various organizational structures in Colorado Councils of Governments. We had phone conversations with the directors of five COGs and also found information on their web sites. We obtained copies of their bylaws as well, which can be provided if needed.

In short, the research shows:

- The SWCCOG is atypical in that we have two different regional organizations that serve the needs of the communities in the region (Region 9 and SWCCOG). Most of the COGs in Colorado serve as the umbrella organization under which the economic development district in the region is hosted. Staff is the same for both organizations.
- Most organizations have AAA, transportation, and economic development under their programs/services. Economic development includes management of EZ credits, CEDS, business loan fund, and, in some cases, economic development support grants. Some COGs have housing and broadband initiatives and grant administration. Additional programs may be under the COG based on the specific needs of the communities in the region. One does weatherization programs and elevator inspections and one other COG runs a Head Start preschool. Another operates a historic carousel!
- In terms of COG Board makeup, there are several different models. Some provide a seat at the Board for every dues paying member. Others give preference to the counties in the region and provide for fewer seats for municipalities; and, in one case, fractional votes for municipalities. Most have an executive board. Committees are typical for specific programs like AAA and transportation planning. Other committees are not common. Meetings are held monthly, every other month or quarterly. They typically combine the EDD business and COG business into one day

to minimize travel. In some cases the EDD is a different board, typically with more private sector participation.

- Dues are typically based on population. Some include additional factors such as highway lane miles. None have associate level membership, but a couple of the COGs are discussing it. Some provide services and allow regular membership to local governments outside of their region. Some have a “pay to play” model for certain services or projects beyond the base services.

If there is additional information that I can provide, please let me know. I will be at the ICMA conference in Nashville during the SWCCOG meeting on the 24th, but can participate by phone. As mentioned previously, we have copies of the bylaws and organizational structures for the COGs that we contacted if that information is helpful.

1. **Region 10: Montrose, 18 local jurisdictions** (headquartered in Montrose)

Michelle Haynes, Executive Director

Represents six county region.

Programs/Services: Region 10 serves as the COG (called Region 10). All programs are under Region 10. They manage AAA, serve as the Economic Development District, identify grant funding, manage business loan fund, host SBDC, community development (USDA grant funded), host Transportation Planning Region, EZ tax credits, and broadband middle mile project. Do not do any housing programs (have multiple housing authorities in the region). Incorporated as a non-profit. **Membership/Board/Voting:** All six counties get county level privilege-one elected and two private appointments. Municipalities each have one rep. for a total of 32 on board. Board meets quarterly and executive committee meets in the interim. Executive Committee is voted on by full board. No associate membership level. **Dues:** All pay dues (one community doesn't participate). Formula is based on population, highway miles, etc. They do have a pay to play policy. Don't allow members to pick and choose what they will be participating in.

Meetings: All meetings are in Montrose because it is central. Start at noon and serve lunch.

Committees: Every program has its own committee (e.g. TPR, AAA, loan fund, CEDS committee).

Staff/space: 9 FT staff and 2 PT. Contract out for. They own their own building.

2. **Northwest Colorado Council of Governments/Economic Development District** (headquartered in Silverthorne)

Jon Stavney, Executive Director

Represents 26 municipalities in a five county region (Jackson, Grand, Summit, Eagle, Pitkin). Was established 38 years ago. **Programs/Services:** AAA, regional broadband (project THOR), elevator inspection program, All Hazards grants administrator, health insurance pool, energy and weatherization programs, GIS services, and regional transportation. They became the Economic Development District for the region in 2014 (operate business loan fund, CEDS), etc. EDD is under the COG. Programs sometimes extends **Membership/Board/Voting:** All paying members have one primary and one alternate seat (both must be elected reps). An administrative rep from the governing body can be appointed but they don't get to vote. Voting rights are fractional for municipalities. There can be only 12 votes cast in total on a subject. Counties each get one vote. The municipal reps from each county get partial votes (e.g. if there is one muni rep there, they get 1 full vote; if there are 2 muni reps there they each get ½ vote, and so on). EDD board is almost the same people. **Dues:** Based on population and assessed valuation. **Meetings:** Bi-monthly, except November. COG and EDD Board mtg. Every other meeting is a joint mtg. COG mtg is held in morning and EDD is afterwards. Meetings are monthly except June and November. Have a pay to play structure for broadband planning. They do have some communities that are outside the region that are members. **Committees:** Executive Committee (includes Chair, Vice Chair and Secretary-Treasurer) consists of nine voting members of the COG. Each of the five counties appoints a member and four reps from the municipalities. Have advisory committees such as transit council, AAA, water quality, business loan fund.

Staff/space: 30 employees and 7 contractors who manage specific programs. In a building they own. Weatherization program requires warehouse space to store materials. USDA loan program is funding the building.

3. East Central Council of Local Governments (headquartered in Stratton)

Candace Payne, Director

Represents Elbert, Lincoln, Kit Carson and Cheyenne Counties.

Programs/Services: ECCOG's services include economic development-rural development, did region 5 broadband study, enterprise zone, Prairie Development Corporation (PDC)-East Central Area Agency on Aging, and Outback Express Public Transit. The PDC is a non-profit economic development organization dedicated to promoting and serving businesses in the aforementioned four counties. The COG's tag line is "To Do Together What We Can't Do Alone." They provide low-income housing and business loans. As both the COG and the PDC are under one admiration, they use fund accounting to keep activities separate. Manages the historic carousel. **Membership/Board/Voting:** Originally, ECCOG's eight-member governing board consisted of county commissioners and municipal elected officials from the four counties. In 2009, however, the region was designated an Economic Development Commission, and the governing board was expanded to include economic development interests. The Board consists of one county commissioner from each of the four counties, one municipality from each of the four counties (must be an elected member-town councilmember or mayor), and one person from a business (must be in a decision making capacity) from each county. The 13th member is an at-large member (currently a rep from higher education-Morgan Community College). There are four executive officers (on both boards). There are no special committees. They do not have, and are not currently considering any associate membership levels. PDC has a different board (also loan committee) than the COG board. It consists of 9 people (2 from each county and one at-large); they tend to be more private sector than public sector reps. **Dues:** There are no dues to belong to PDC. The dues formula for the COG is based on population. **Meetings:** Meet monthly face to face or can do teleconference per bylaws. Meets at night (7:00 pm) and typically has dinner beforehand. Meetings rotate around to different communities. **Staff/space:** There are 9 staff in Stratton and are all employee of the COG (PDC does not have its own staff). COG staff do EZ administration, business loans, etc. PDC owns the building that COG and PDC reside in. They rent out parts of building to other entities to help with costs.

4. San Luis Valley Council of Governments (headquartered in Alamosa)

Kevin Wilkins, Executive Director

Represents Alamosa, Conejos, Costilla, Mineral, Rio Grande, and Saguache Counties. Created in 2011. **Programs/Services:** San Luis Valley Development Resources Group (DRG) serves as the state planning district and as the federal economic planning district. It is the same staff as the COG. Programs include CEDS, Business Loan Fund, and SLVCOG mini-grants for marketing and business development and transportation planning. SLVCOG was established after the DRG.

Membership/Board/Voting: The COG and DRG each have a different board. For the COG, there are 12 members/seats on the Board. Each county gets one county rep and one municipality in each county gets a rep (appointed by the Counties, typically) for a total of 12 members. However, Conejos County has never paid dues so they do not get services. They do not have and are not considering associate membership level. **Dues:** DRG has 4 private sector members and all the rest are public sector. There are four economic development organizations that DRG interfaces with. **Meetings:** Meets quarterly (at least every three months plus a joint meeting

with DRG board). This ends up being every other month. Meetings are held in Alamosa.

Committees: There are no special committees or an executive committee. **Staff/space:** Staff is same for COG and DRG. Has six people on the staff. This is beneficial in that there is one point of contact for EDD, loan funds, fiscal agent for community foundation, etc. They own the space in the depot (have a 40% share in Depot building that has been condominiumized). DRG pays most of the administrative costs for the organizations.

5. **Upper Arkansas Area Council of Governments** (headquartered in Canon City)

Judy Lohnes, Executive Director

In existence since 1971. Represents Fremont, Chaffee, Custer and Lake Counties. There are 22 local governments, including the four counties. **Programs/Services:** include AAA, transportation, Head Start, housing, recycling, food distribution, WIC, business loans, broadband plan and workforce development. Took over Community Action programs when it dissolved. There is no single “one to one” regional organization for economic development. Southern Colorado EDD is 13 counties, so there are three COGs in SCEDD including the UAACOG. However, UAACOG is the enterprise zone administrator and does small business loans even though there is SCEDD. Has contracts to administer state and federal programs. For housing, they have a Housing Director and manage multiple programs. Regional recycling program and mini grant programs are utilized directly by municipalities even though they aren’t members. Some programs are above and beyond base service (e.g. recycling program), and there are cost shares for this.

Membership/Board/Voting: A county commissioner from each of four counties and four elected municipal representatives-one from each of the four counties- (currently all mayors) form a total of eight on the board. Each has one vote for a total of eight. Have to do ballot if there are more interested in serving than there are open seats. They are discussing associate membership to allow Park and Teller County (who participate in housing and workforce initiatives but are not COG members) to participate. **Dues:** Only counties pay dues, not municipalities. Counties pay based on population and assessed valuation formula. Fremont County pays the most in dues-60%. **Meetings:** Held every other month in even numbered months. They travel them around to each county. Staff sends out meeting notification to all county managers and city managers and invite them to attend. Can show ROI for each municipality. Even though municipalities aren’t members the COG staff build relationships, attend all events, and assist the governments when they can. **Committees:** There are no sub-committees or executive board. They have ad hoc committees for things like broadband and housing studies. Special projects have a steering committee around each one and they determine the share of the cost (depends on project-some are equal share and some are based on the dues formula). **Staff/space:** They own their own building now (used to be in private or county offices). They have 85 employees though majority are AAA direct service or Head Start preschool employees.

2020 Board Meeting Schedule

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 24 October 2019

Comments: Below are several proposals for the 2020 Board Meeting schedules. At the Strategic Planning sessions, an outcome was that there seemed to be meeting fatigue, coupled with the fact that the smaller municipalities and counties are frequently unable to send elected officials, and staff schedules are overbooked. This also plays into the lack of quorum. Historically, the months of January, July, and October have been challenging due to holidays and budgeting falling near COG Board Meeting Days.

Other things to think about:

- We have combined June/July with meetings at the end of June for 2018 and 2019.
- SWCCOG has skipped July meetings for at least five years
- October meetings were challenged due to budget cycles, combining November and October together at the end of October helps eliminate another meeting during crunch time
- June/July and October/November meetings fall outside of TPR meeting schedules
- TPR has not announced meeting schedule for 2020
- Less meetings will require more engagement by the Executive Committee between meetings, staff will work with the ExCom to create that structure and communication,

Below are two proposals that lessen the number of meetings, to nine and six meetings annually.

Option 1:

- Nine meetings annually
- Skip January
- Combine June/July and Oct/Nov Meetings
- Maintain 2nd Thursdays of the month to stay aligned with TPR

February – 13th

March – 12th

April – 9th

May – 14th (possibility of retreat only, no business meeting)

June/July –

2nd Thursday: June 11th, Similar to 2018 and 2019: June 22nd

August – 13th

September – 10th

October/November – Oct 22nd (after preliminary budgets are due)

December – 10th

2020 Board Meeting Schedule

Option 2:

- Six business meetings annually
- Meeting in May for annual retreat
- Meetings are on 2nd Thursdays, same day as TPR meetings

February – 13th

April – 9th

May – 14th Retreat Only

June – 11th

August – 13th

October – 8th

December – 10th

Legal Opinion: Not Applicable

Fiscal Impact: None

Staff Recommendation: This is a discussion item, staff is looking for feedback. Board may move this to decision items if desired.

Committee Structure

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 24 October 2019

Comments: As part of the desire to follow up on the strategic plan outcomes, staff has put together the following information on committees, what we've used, what worked and what didn't for a discussion about what committees the Board would like.

The COG's bylaws regarding Advisory Committees state:

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

The SWCCOG had or currently has the following Committees previously:

- Broadband/Telecommunications
 - o Technical Committee
 - o Non-Technical Committee
- Legislative
- Recycling (this has had more than COG members as more of a Task Force)
- Executive Committee
- Housing Collaborative (prior to Miriam's employment)
- Transit Coordinating Council

Committees that the SWCCOG Currently uses:

- Executive Committee
- Legislative Committee (during session)

Staff Recommendation for Committee Support:

- The Board should appoint committees to address specific projects and goals they have outlined from the Strategic Plan and/or Board retreats on an as needed basis.

- Legislative Committee could be more active outside of legislative session, helping set policy statements and course for the upcoming legislative session.

Committee Structure

- Legislative Committee has historically focused on State legislative sessions, but also federal legislation.
- Committees should not take more staff time, but help staff sort through what is important, what needs to be addressed, and what we don't want to do. Help focus work.
- Committees should meet as needed, but not more than needed as staff will need to be present to support the committee discussion and likely provide information (written and verbal) for committee discussions.

Additional potential Committees, based on Strategic Plan and various goals and needs:

- TABOR/Gallagher to be ready to address 2020 ballot/legislative session
- Engagement Committee
- Reinstate the Broadband Committee

Decision Items

Grant Writing Contract

To: SWCCOG Board of Directors

From: Miriam Gillow-Wiles

Date: 24 October 2018

Attached is a fee for service contract between the SWCCOG and Martina, LLC the most recent AmeriCorps VISTA who provided stellar grant writing for the SWCCOG during her tenure at the COG. Legal has previously developed an independent contractor template for COG to use, which has been utilized for this contract with Martina Pansze of Martina, LLC.

During the Board strategic planning process, one thing that came up was the need for support in grant writing and management from the smaller jurisdictions who might not have a grant writer on staff. In addition, with the downsizing of COG staff, we also need support for grant writing. This contract does not preclude any other contract with outside grant writing.

Cost: \$45/hour

Funding: \$15,000 written into DOLA Shared Services to help support the COG and Member/partner organizations with grant writing.

Dates: From date of fully executed contract through 13 December 2020, with automatic renewal unless either party provides notice.

Legal Review: Legal wrote the contract template

Fiscal Impact: Expenses will only incur when services are utilized

Staff Recommendation: Approve the contract for grant writing services between SWCCOG and Martina, LLC.

**Independent Contractor Agreement Between
The Southwest Colorado Council of Governments and Grantwriting by Martina, LLC**

This contract is entered into on _____, 2019 (the "effective date"), between the Southwest Colorado Council of Governments ("SWCCOG"), a political subdivision of the State of Colorado, whose address is 295 Girard St, Ste B, Durango, C) 81303, and Grantwriting by Martina, LLC ("CONTRACTOR"), whose address is 805 Valentine Dr., Durango, CO 81301.

Purpose

The purpose of this contract is to describe the independent contractor agreement by which CONTRACTOR will perform consulting services to the SWCCOG.

Term and Conditions

The term for this contract is 12 months, commencing upon mutual execution of this contract and automatically renewing annually unless terminated by either party in writing.

Additional Documentation

CONTRACTOR shall complete within 15 days of the effective date of this contract documentation regarding: a) proof of carrying professional liability insurance, c) provision of worker's compensation and d) a W9 form.

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

Consideration

For performance of services set forth in Scope of Work, SWCCOG will pay CONTRACTOR at \$45/hour. during the contract period, with all payment contingent upon SWCCOG appropriation. Said payment is the full compensation to CONTRACTOR which shall bear all expenses incurred to accomplish the scope of work except as provided in Scope of Work

Submission of a monthly payment request shall be accompanied by a CONTRACTOR monthly progress report for the previous month summarizing activities & accomplishments and total hours of activity.

Payments shall be made from SWCCOG to CONTRACTOR within 15 days of receiving a monthly invoice.

Compensation shall be paid in the trade or business name of CONTRACTOR. CONTRACTOR shall be solely responsible for any payroll, withholding, or other taxes, and any of its insurance requirements. THE PARTIES HERETO UNDERSTAND THAT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS OR UNEMPLOYMENT COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.

Description of Work

Please see Scope of Work for a detailed scope of work.

CONTRACTOR warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service. It shall be a condition of this Agreement that CONTRACTOR shall be responsible for meeting the program expectations of SWCCOG pursuant to Scope of Work, and the terms, requirements, and specifications established herein, in the performance of services hereunder to the satisfaction of the SWCCOG. CONTRACTOR warrants

that it has all the skills, experience, and professional licenses necessary to perform the services specified in this Agreement. CONTRACTOR warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the services specified in this Agreement.

Independent Contractor/ Not An Employee

It is understood through this contract that CONTRACTOR is contracting with SWCCOG to provide specific services and this contract should in no way be interpreted that CONTRACTOR is an employee of the 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. 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 the SWCCOG. CONTRACTOR shall not be under the control of SWCCOG or its employees as to the means or manner by which such result is to be accomplished. It shall be a condition of this Agreement that CONTRACTOR shall be responsible for meeting the program expectations of SWCCOG, and the terms, requirements, and specifications established herein, in the performance of services hereunder to the satisfaction of the SWCCOG.

CONTRACTOR shall have no claim against the 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. CONTRACTOR shall be solely responsible for meeting all applicable withholding, tax, and insurance requirements.

Ownership of Work Product

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

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

Equal Employment Opportunity

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

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

Records

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

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

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

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

Insurance

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

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

Conflict of Interest

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

CONTRACTOR shall disclose any potential conflicts of interest with the project regarding other employment, contracts or representation related to telecommunications services.

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

Confidentiality

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

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

Indemnification and Release

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

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

Termination

Either party may terminate this Agreement, without cause, upon providing 30 days written notice to terminate the contract.

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

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

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

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

Miscellaneous

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

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

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

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

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

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

This Agreement shall not be assigned by either party without the written consent of the other party.

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

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

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

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

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

Acknowledgment

All parties hereby acknowledge and accept the terms and conditions of the above contract and acknowledge receipt of a copy by evidence of their signatures found below.

Agreed to by CONTRACTOR by

Martina Pansze Date

Agreed to by the Southwest Colorado Council of Governments by

Miriam Gillow-Wiles, Executive Director Date

Scope of Work

Overview

This document accompanies the contract agreement between Martina Pansze (Contractor) and the Southwest Colorado Council of Governments (SWCCOG) for grant writing services.

At the direction of the Executive Director the contractor will assist with grant writing and grant applications on behalf of the SWCCOG.

Tasks

- The Contractor will not be responsible for identifying funding opportunities.
- The SWCCOG and the contractor will decide on specific grant writing tasks on an individual funding request basis depending on the needs of the application.
 - These may include, but are not limited to budgets, letters of support compilation, in-depth data analysis, and other forms of research.
- Contractor will provide an estimate of hours needed to write each grant prior to beginning the project.

Compensation

- Contractor hourly rate is \$45 for all work.
- The SWCCOG and grant partners (such as SWCCOG members or community organizations) will work closely with the contractor to develop each grant application. The time spent communicating with partners, researching, and developing background information for the grant project will be included in reported hours and compensated for.
- Due to the nature of grant applications, the schedule of the contractor and the amount of working hours will vary month to month. The contractor will log and report hours to the SWCCOG on a monthly basis.

Terms

- As a general rule, the SWCCOG must direct the contractor to begin work on applications no less than three weeks before the application is due, however the three week timeframe may be amended in special circumstances or depending on the labor intensity required of the application.
- Contractor will be working remotely from outside the southwest Colorado region and will be unable to attend SWCCOG board meetings in-person. The contractor will join by phone or video call if required/needed by SWCCOG.
- Because the grant writing process is collaborative, the Contractor and the SWCCOG will provide edits of grant narratives and applications to each other in a reasonably timely manner.

Office365 Implementation Contract

To: SWCCOG Board of Directors

From: Miriam Gillow-Wiles

Date: 24 October 2018

The SWCCOG initially had DOLA funding to help provide offsite data storage pilot project, but due to some challenges and the increasing need and requirement to move to a more secure cloud based storage, the Staff propose the following contract to implement a trial run of Office 365 for the COG staff and several COG members. There are multiple reasons for migrating from onsite storage and Office products, those include the following:

- Data security
- Microsoft is ceasing development of local installations of Office, Office 2016 is the last software we'll be able to purchase as Microsoft is pushing users into cloud based operations.
- Microsoft no longer supporting Windows 7 starting in January 2020

SWCCOG Staff want to create a pilot project to test what challenges we have, how implementation will happen across multiple agencies and come up with best practices and support for the communities and counties that do not have IT staff. This is the first iteration with five Office365 licenses to be deployed.

Element Consulting is a local consulting company with years of Office365 management and implementation experience.

Cost: \$8806.50, which includes a 5% discount for the COG.

Other Info:

- Includes travel and utilizing video conferencing to support the region
- Technical knowledge to help COG and participating jurisdictions to navigate all the different aspects of Office365
- Develop and test implementation
- Development of materials for end users

Legal Review: Legal wrote the contract

Fiscal Impact: Costs associated with the project covered under a DOLA grant

Staff Recommendation: Approve the contract for Office365 implementation with Element Consulting, LLC.

**Independent Contractor Agreement Between
The Southwest Colorado Council of Governments and Element Consulting**

This contract is entered into on _____ (the "effective date"), between the Southwest Colorado Council of Governments ("SWCCOG"), a political subdivision of the State of Colorado, whose address is 295 Girard St, Ste B, Durango, CO 81303, and Element Consulting ("CONTRACTOR"), whose address is 683 E. 3rd Ave, Durango, CO 81301.

Purpose

The purpose of this contract is to describe the independent contractor agreement by which CONTRACTOR will perform consulting services to the SWCCOG.

Term and Conditions

The term for this contract is 12 months, commencing upon mutual execution of this contract and ending 12 months thereafter, unless terminated by either party prior to that time. It may be extended at any time by mutual written consent.

Additional Documentation

CONTRACTOR shall complete within 15 days of the effective date of this contract documentation regarding:
a) certification of compliance with prohibition of employ or contract of illegal aliens, b) proof of carrying professional liability insurance, c) provision of worker's compensation and
d) a W9 form.

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

Consideration

For performance of services set forth in Scope of Work, SWCCOG will pay CONTRACTOR at the rates provided in Attachment A, but not to exceed amount of \$8,806.50 during the contract period, with all payment contingent upon SWCCOG appropriation. Said payment is the full compensation to CONTRACTOR which shall bear all expenses incurred to accomplish the scope of work except as provided in Scope of Work

Submission of a monthly payment request shall be accompanied by an CONTRACTOR monthly progress report for the previous month summarizing activities & accomplishments and total hours of activity.

Payments shall be made from SWCCOG to CONTRACTOR within 30 days of receiving a monthly invoice.

Compensation shall be paid in the trade or business name of CONTRACTOR. CONTRACTOR shall be solely responsible for any payroll, withholding, or other taxes, and any of its insurance requirements. THE PARTIES HERETO UNDERSTAND THAT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS OR UNEMPLOYMENT COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.

Description of Work

Please see Scope of Work for a detailed scope of work.

CONTRACTOR warrants that the quality of its Services under this Agreement shall conform to the level of

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

Independent Contractor/ Not An Employee

It is understood through this contract that CONTRACTOR is contracting with SWCCOG to provide specific services and this contract should in no way be interpreted that CONTRACTOR is an employee of the 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. 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 the SWCCOG. CONTRACTOR shall not be under the control of SWCCOG or its employees as to the means or manner by which such result is to be accomplished. It shall be a condition of this Agreement that CONTRACTOR shall be responsible for meeting the program expectations of SWCCOG, and the terms, requirements, and specifications established herein, in the performance of services hereunder to the satisfaction of the SWCCOG.

CONTRACTOR shall have no claim against the 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. CONTRACTOR shall be solely responsible for meeting all applicable withholding, tax, and insurance requirements.

Ownership of Work Product

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

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

Equal Employment Opportunity

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

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

Records

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

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

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

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

Insurance

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

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

employees hereunder.

Conflict of Interest

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

CONTRACTOR shall disclose any potential conflicts of interest with the project regarding other employment, contracts or representation related to telecommunications services.

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

Confidentiality

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

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

Indemnification and Release

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

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

Termination

Either party may terminate this Agreement, without cause, upon providing 30 days written notice to terminate the contract.

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

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

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

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

Miscellaneous

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

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

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

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

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

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

This Agreement shall not be assigned by either party without the written consent of the other party.

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

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

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

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

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

Acknowledgment

All parties hereby acknowledge and accept the terms and conditions of the above contract and acknowledge receipt of a copy by evidence of their signatures found below.

Agreed to by CONTRACTOR by

Chester Brandt, Principal

Date

Agreed to by the Southwest Colorado Council of Governments by

Miriam Gillow-Wiles, Executive Director

Date

Statement of Work

Company: Southwest Council of Governments

Project Name: Office 365 Discovery and Pilot

Project Manager: Miriam Gillow-Wiles with SWCCOG – director@swccog.org

Prepared By: Chester Brandt with Element Consulting – chester@elementc.io

Date: 8.31.2019

Office 365 gives businesses the ability to migrate from antiquated on premises systems to the cloud with ease and security. The specific government plans offer a segmented cloud that enable organizations to meet US compliance and standards. The Office 365 suite comes with a myriad of controls and permissions-based features to implement policies as stated in the organizations' policies and procedures. Along with permissions there are retention policies and document control as stated in organizations' document retention policies. The intent of this discovery and pilot phase is to setup an example environment to test and explore what the cloud-based Office 365 has to offer in terms of migrating an existing file share and collaborations services to the cloud.

1. Define User types

- a. G1:
 - i. Users that only need access to email and files.
 - ii. Users can utilize online versions of Microsoft office if necessary.
 - iii. Access to Email.
 - iv. Comes with SharePoint to access an internal organization intranet site certain files and important documents.
 - v. Comes with Teams to better enforce collaboration.
 - vi. One Drive for personal files and documents.
 - vii. Skype Online for access to meetings and instant messenger with colleagues.
- b. G3:
 - i. Contains all of the same features as G1.
 - ii. Comes with Microsoft Office suite to install on up to 5 devices per account.
 - iii. More capabilities in the Office 365 suite of products:
 1. More storage in One Drive app.
 2. Ability to map SharePoint file repository to Windows explorer.
 3. Enterprise Management of apps with Group policy
 4. Added Compliance and information protection with legal hold, rights management, and data loss protection/versioning.
 5. eDiscovery with ability to search, add holds to files, and export capabilities.
 6. Added email security such as encryption and do not forward polices.
- c. Create the test environment with 5 G3 licenses and 1 G1 license to test functions in each of the account.
 - i. Build out structure to identify what types of users need what types of licenses to adequately do their jobs.

2. SharePoint File Share Pilot

- a. Make SharePoint Site with file repositories to simulate replacement of on premises file shares.
 - i. Create user permissions, retention policies, and document control to simulate a file share.

3. Teams File Share Pilot

- a. Use the Teams app in conjunction with SharePoint to simulate team/project specific file collaboration and discussion capabilities.
 - i. Create test teams and structure.
 - ii. Create test content to promote collaboration and test abilities the app has to offer.

4. Utilize the features, Test, and Simulate

- a. Explore The email capabilities, policies, and retention policies to migrate from on premises exchange servers and bring the email to a cloud-based service.

5. Document material for training end users

- a. Train the pilot group to use the Email, SharePoint file repositories, and Teams to better demonstrate what the Office 365 cloud suite has to offer and migrate from existing on premises solutions.
- b. Document user guides and best practices
 - i. User guide on access for applications in Office 365
 - ii. User guide for SharePoint
 - iii. User guide for Teams
 - iv. User guide for Email
 - v. Admin best practices regarding security, document control, document and email retention, and backup options.

6. Costs Breakdown

- a. Reference: Quote 1001

7. Signature of Acceptance

Date: _____

Printed Name: _____

Title: _____

Signature: _____



QUOTE

683 E. 4th Ave
 Durango, CO 81301
 Phone: 970.403.5151

chester@elementc.io

Date: 08/31/19
Invoice #: 1001
For: FileShare Transition Proposal
 and Demo Setup

Bill To:

Miriam Gillow-Wiles
 Southwest Colorado COG
 PO Box 963
 Durango, CO 81302
 970.779.4592

Quantity	Description	Unit price	Amount	Discount	Applied
2	Assessment of current Systems and File Structure	\$ 100.00	\$ 0.00	100%	✓
20	Initial Configuration of Office 365 (5 Users)	\$ 100.00	\$ 1,800.00	10%	✓
35	Build out Sharepoint Fileshare Examples	\$ 100.00	\$ 3,150.00	10%	✓
25	Build Team Site Examples and Using the Teams App	\$ 100.00	\$ 2,250.00	10%	✓
20	Training Documentation - SharePoint, Teams, Exchange	\$ 100.00	\$ 1,800.00	10%	✓
3	Training End Users	\$ 100.00	\$ 270.00	10%	✓
105	Subtotal		\$ 9,270.00		

Make all checks payable to Element Consulting LLC If you have any questions concerning this invoice, contact Chester Brandt at 970.403.5151, chester@elementc.io.

Thank you for your business!

Credit	\$ -
Additional discount	5%
Balance due	\$8,806.50

ICMA ROTH IRA

To: SWCCOG Board of Directors

From: Miriam Gillow-Wiles

Date: 24 October 2018

Staff proposes to add an additional benefit for employees in the form of a ROTH IRA. ICMA-RC has a ROTH IRA available to the SWCCOG employees. Unlike the ICMA 457 or 401k plans, there is no required employer contribution. The ROTH IRA is employee contribution only. Also unlike the 457 and 401k plans, this benefit is open to all SWCCOG staff regardless of Full Time Equivalent status. The ICMA-RC ROTH IRA is a direct deposit from the employee's pay check and is taken out post tax, and therefore is not taxed upon use. These funds can also be used more flexibly than other retirement plans since the employee has already paid tax on the funds.

More info about ROTH IRAs¹:

A Roth IRA is an IRA that, except as explained below, is subject to the rules that apply to a [traditional IRA](#).

- You cannot deduct contributions to a Roth IRA.
- If you satisfy the requirements, [qualified distributions](#) are tax-free.
- You can make contributions to your Roth IRA after you reach age 70 ½.
- You can leave amounts in your Roth IRA as long as you live.
- The account or annuity must be designated as a Roth IRA when it is set up.

The same combined [contribution limit](#) applies to all of your Roth and traditional IRAs.

For 2019, your total contributions to all of your traditional and Roth IRAs cannot be more than:

- \$6,000 (\$7,000 if you're age 50 or older), or
- your taxable compensation for the year, if your compensation was less than this dollar limit

Legal Review: Not applicable at this time

Fiscal Impact: None.

Staff Recommendation: Approve the creation of an ICMA-RC sponsored ROTH IRA for SWCCOG employees.

¹ <https://www.irs.gov/retirement-plans/roth-iras>



Another Valued Benefit – ICMA-RC Payroll IRA

Provide your employees a new benefit to help them save for their future. An ICMA-RC Payroll IRA is a simple, convenient, and voluntary way to fund a Roth or Traditional IRA.



BENEFITS TO YOU

- No cost to adopt
- Easy to set up
- No IRS reporting or testing required



BENEFITS TO YOUR EMPLOYEES

- Another tax-advantaged way to save for retirement and other goals. A Roth IRA provides potentially *tax-free* earnings.
- Flexible withdrawal rules
- Convenient, automatic paycheck contributions. As little as \$10 per pay period
- No maintenance fees, loads, or commissions
- Consolidated account statements

It's easy to adopt a Payroll IRA – your ICMA-RC representative can help you every step of the way.

Geoffrey Hathhorn
505-842-8610
ghathhorn@icmarc.org

USDA Solid Waste Management Grant

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 24 October 2019

Comments: USDA has funding opportunity that will complement the SWCCOG's work on regional recycling, the USDA Solid Waste Management Grant. SWCCOG Staff identified this grant last year as an opportunity to increase funding to help reduce waste. Ideally, the region will be able to address landfilling of reusable/recyclable materials to lengthen the life of the existing landfills, as well as develop a way to help reduce illegal dumping of expensive or hard to recycle items, such as (but not limited to) tires or electronic waste

From USDA: "The Solid Waste Management (SWM) Grant Program has been established to assist communities through free technical assistance and/or training provided by the grant recipients. Qualified organizations will receive SWM grant funds to reduce or eliminate pollution of water resources in rural areas, and improve planning and management of solid waste sites in rural areas."

Award Ceiling: \$1 Million

Award Floor: None

Due: 31 December 2019

Match Requirement: Not required, but match provides a higher score for scoring criteria

Staff proposes to work with USDA staff and the Executive Committee to identify and write a grant to provide assistance and support for the region. Staff will also work with the local private haulers for comprehensive regional coordination.

Additional information from USDA:

Funds may be used to: Evaluating current landfill conditions to determine threats to water resources; provide technical assistance and/or training to enhance operator skills in the operation and maintenance of active landfills; provide technical assistance and/or training to help communities reduce the solid waste stream; provide technical assistance and/or training for operators of landfills which are closed or will be closed in the near future with the development and implementation of closure plans, future land use plans, safety and maintenance planning, and closure scheduling within permit requirements. Grant funds may not be used to: recruit applications for the Agency's water and waste loan and/or any loan and/or grant program; duplicate current services, or replace or substitute support normally provided by other means, such as those performed by an

USDA Solid Waste Management Grant

association's consultant in developing a project, including feasibility, design, and cost estimates; fund political or lobbying activities; pay for capital assets; purchase real estate or vehicles, improve or renovate office space, or repair and maintain privately owned property; pay the costs for construction, improvement, rehabilitation, modification or operation and maintenance of water, wastewater, and solid waste disposal facilities and pay costs incurred prior to effective date of grants made under 7 CFR 1775."

Legal Review: Not applicable.

Fiscal Impact: Will have an impact on the budget, depending on how much is requested and when funding starts in relationship to the SWCCOG's fiscal year.

Staff Recommendation: Allow staff to apply to the USDA Solid Waste Management grant.

DOLA Broadband Grant

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 24 October 2019

Comments: Staff would like Board approval to apply for Broadband Funds from DOLA for up to \$1,00,000 as match for the FCC USAC Rural Healthcare request. This funding will provide money to manage and execute the FCC USAC funding so we are in compliance. Staff will either apply at the December or April funding cycles, depending on recommendation from DOLA.

DOLA has again created a separate funding for broadband funding totaling \$20 million. This fund is expected to create four years of \$5 million annual funding. This will help the SWCCOG from competing with the member jurisdictions' projects during the regular cycle of EIAF funding.

Staff will work with our DOLA Rep, and the Executive Committee to craft the application and will report back to the Board about how much was requested and for any contract approval. Much of this work has been done previously, in 2018, reducing the time to apply.

Legal Review: Not applicable at this time.

Fiscal Impact: Will provide administrative funding for the USAC Funding. Will require a budget amendment if awarded (as will the USAC funding).

Staff Recommendation: Approve staff to apply for DOLA Broadband funding for up to \$1,000,000.

Reports

Director Report

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 12 September 2019

Comments: September was insanely busy with meetings, presenting to numerous jurisdictions about the COG, and generally making the rounds during budget season, and getting Jessica up and running in her new position, as well as sorting through roles and responsibilities to ensure fiscal compliance and identification of what work needs to be shifted back to the Executive Director. As a result, a few projects are behind, which will be the case until we are able to find additional staffing. Capacity at current level of FTE with expected level of operation is going to be challenging.

Board Retreat Follow Up Information

Housing

At the September Board Meeting Andrew Atchley from DOLA Housing presented to the COG Board about the incoming funding from the state starting in 2020 and ramping up to 2022. The State's request was to start working on projects so they would be shovel ready when this funding comes. The SWCCOG's sister organization, Housing Solutions of the Southwest Executive Director and I have been discussing how the COG can help, since it is a goal of the Board but we are not a housing organization.

One of the main issues when discussing any sort of below market rate housing is land. The biggest help for developing housing in SWCO will be the identification of available land close in, or in various communities. In addition, the land will need services and be appropriate for multifamily housing (not a steep hill slope or a postage stamp parcel, etc.)

Member/Potential Member Jurisdictions

I have been working with some of the jurisdictions have been COG members and are not currently to bring them back into being COG members for 2020. Support from any elected officials to their elected officials would be greatly appreciated.

- Durango
- Mancos
- Dolores (Town)

San Juan RC&D

Due to scheduling issues with myself and Carrie Padget, and legal review of contract, the current Board member who is providing bookkeeping services, we have delayed this to the December Board Meeting so there is time for completion of a contract.

Community Engagement

Director Report

- Town of Silverton
- San Juan County, Colorado
- La Plata, Durango Homelessness PATH meeting
- Region 9 EDD
- Housing Solutions of the Southwest
- Dolores County
- Town of Dolores
- Durango Chamber of Commerce
- DOLA Executive Director
- CHAFA
- City of Durango Planning Department
- La Plata County Economic Development Alliance Annual Conference (presenting on Broadband)

Follow Up on Action Items from the Board

- There were a number of items from the Retreat that will be discussed under the Discussion Items section of the agenda. These include:
 - o Update on Board Bylaws and Structure
 - o 2020 Proposed Meeting Dates
 - o Committee Structure
- The Board Chair and Executive Director met in September to discuss the various actions from the Strategic Plan as a result, the staff has put together a series of speakers for the Board
 - o October 2019 – OIT to Regional Broadband Projects across the state
 - o December 2019 – CCI and CML will present on what to expect with TABOR and/or Gallagher in 2020 in the legislative session and/or the ballot
 - o 2020:
 - Education on the topic of housing, including housing as a continuum.
 - Any ideas from the Board!
- The Board wanted to see the Decision Items earlier in the agenda, so staff moved the reports to the end of the agenda.
- December will have a presentation on Smart Sheets, how to use it and how it works.

Upcoming Meeting Dates:

December Meeting: December 12th, 12:00 Lunch, 1:30 Meeting

Executive Director Time Out of the Office

Director Report

The Executive Director will be attending the NARC Executive Director's Conference in Phoenix Oct 27-29th. As well as attending meetings across the region.

I will also be attending the Western Governor's Conference in Santa Fe on Nov 4-5th. Registration was free thanks to Laura at Region 9 as she was unable to attend so she transferred her registration to me.

I will be attempting to use up my accumulated PTO before the end of the year, while balancing the increase work load of only two staff members.

PTO: Oct 30-Nov 1st

Broadband Report

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 24 October 2019

Comments Lots of updates, not a lot of anything ground breaking or new, except for the FCC rulemaking on 6409 powers, outlined below.

FCC 6409 Powers Rule Making

6409 Powers refers to section 6409 relating to wireless facility siting from the Middle Class Tax Relief and Job Creation Act of 2012. The pertinent information reads:

“...a State or local government may not delay, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base substation that does not substantially change the physical dimensions of such tower or base station.”

The Wireless Infrastructure Association (WIA) and CTIA, a trade organization representing the wireless industry have asked the FCC for a declaratory ruling. This is likely happening due to the FCC Small Cell Ruling that is currently in the Ninth Circuit Court (see below). Comments to the FCC are due on October 29th. CCUA will be submitting comments. Finally, the industry filings have named various local governments across the country as bad actors that unreasonably delay wireless development. The filings also rely on anecdotal information on unnamed jurisdictions to base vague accusations. CCUA is also sending a letter to CTIA and WIA requesting specifics about the issues referenced in the filings.

Southern Route Engineering

We are getting started with this in October, a little later than desired, as the reduction of staff in August had a heavy impact in September with training and reallocation of duties, coupled with Miriam’s travel to regional meetings for budget season’s presentations.

FCC Cable Franchise Fees Update

The National Association of Telecommunications Officers and Advisors (NATOA) filed a Motion for Stay with the FCC asking they delay the effective date of the Cable Franchise Fee Order until the appeals have been resolved. They asked the Commission to rule by October 28th.

FCC Over the Air Reception Devices (OTARD) Ruling

The FCC has not yet made a decision on this proposed rulemaking. Staff will up update when more information is available.

Broadband Report

FCC 5G-Small Cell Ruling Update

The coalition supporting the appeal process in the Ninth Circuit Court has been successful in requesting an expedited schedule for oral arguments. This will “speed” the process up with oral arguments to be heard sometime between February and April 2020. The Court perceives that local governments may be harmed if the regular schedule is kept for the FCC Small Cell Ruling.

Grant Updates

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 24 October 2019

Comments: Starting this month, staff will provide updates up on the various grants in one location instead of spreading them across other reports. This will help track the various projects/goals and the funding related to them. Feedback is welcomed if this is helpful and if it could use some tweaking.

Existing Grants and Grant Requests:

CDOT TPR FY19-20 Funding

The TPR is funded through a Purchase Order, for typically \$22,100. This state fiscal year, the SWTPR will have an additional \$10,000, for a total of \$32,100, to attend meetings and coordination for SB19-239. This legislation convenes stake holder groups to address the impacts of technology on transportation. Additional information can be found here: <https://leg.colorado.gov/bills/sb19-239>

- This funding will cover staff time related to TPR goals and administration of the TPR

DOLA 8824 – 2019 Technical Assistance – Contract Signed!!

- Will have contract this month, there was an error with the paperwork on DOLA, it has been fixed.
- Funding includes:
 - o \$20,000 - CDL Program Development and Cost Reduction for COG Members (*Shared Services/Community Support*)
 - o \$30,000 - Development of end markets for hard to recycle items (*Environment*)
 - Match from CDPHE Regional Waste Studies in early 2020
- No funding for staff
- Ends Aug 2020

DOLA REDI Grant 19-189

- \$48,000 for Broadband Engineering (*telecommunications*)
 - o Southern Loop through NM: Cortez-Shiprock-Kirtland-Farmington-Aztec-La Plata County
 - o FTTP support to help LPEA post SB19-107 through Eastern La Plata to Pagosa Springs
 - \$30,000 Match from Farmington and San Juan County
 - Expected funding from ISPs
 - Project will start in September
-

Grant Updates

FCC USAC Rural Healthcare 2019 Broadband – Funding Request

The SWCCOG applied for a total of \$13,368,611.49 in USAC funding in May. Notice of funding is expected sometime between November 2019 and February 2020.

USDA REDI Technical Assistance

- No funding attached with this, technical assistance only
- Support post extraction industry with new economic drivers
- Plan will create road map and additional funding, likely from USDA sources
- Expected completion late Q32020

CDOT Mobility Manager

- Awarded \$28,500
- All funding towards staff
- Part time position to help coordinate transit agencies, health care providers, health and human service providers, and others
- Will begin January 2020

DOLA Census Grant – Funding Request

- No Match Required
- Up to 10% administrative costs can be included in grant
- Support regional Complete Count Committees to bring in funding
- Requested \$133,667
- Awards should be announced in late October

DOLA 2020 Technical Assistance – Funding Request

- Application submitted Oct 10 2019
- Funding request included:
 - o Shared Software (video conferencing, grant database)
 - o Shared Memberships (CCUA, NATOA)
 - o Regional Resiliency
 - o Housing data research and database development match (Housing Solutions of the SW was awarded \$50,000 for local housing data, SWCCOG through DOLA requested \$35,000. Housing Solution grant provides M&A for COG).
- Requested: \$99,405

Future Grants

DOLA Broadband Grant – Board Approval Oct 2019 Board Meeting

- Administrative and Consulting costs for USAC Rural Healthcare
 - Out of DOLA \$5 Million set aside for Broadband
 - Requested \$500,000 in 2018 for same initiative
-

Grant Updates

- May also request match for middle/last mile build out to support USDA grants

DOLA Grant for Regional Housing Plan – **ROLLED INTO COG DOLA TA2020 GRANT**

- In conjunction with Housing Solutions
- Housing plan to bring in housing data to identify needs regarding housing instability
- \$25,000
- Administrative Fee: \$2,500 paid for from a HUD grant via Housing Solutions

CDPHE Recycling Funding

- Expected Early 2020
- Proposal only, not competitive grant cycle
- \$30,000 from DOLA 2019 funding
- Will look at quantity and local reuse of 'hard to recycle materials', such as glass, tires, electronics.

EDA Funds (potential)

- Help develop some of the outcomes of USDA REDI TA grant

OEDIT Funding (potential)

- Co-working spaces technical assistance, both industrial and office
- Outdoor recreation development

USDA – Solid Waste Management Grant

- [See Oct Board Packet for more information](#)

USDA Funding

- Post USDA REDI Technical Assistance work
- Will focus on targeting outcomes and recommendations of USDA REDI TA
- Likely various co-working spaces, outdoor recreation economy development, programs with San Juan College and PCC

Broadband Funding

- DOLA funding in 2020
 - USDA funding in 2020
 - FCC Rural Opportunity
 - Public Private Partnerships
-

Transportation Report

To: SWCCOG Board of Directors
From: Jessica Laitsch
Date: 18 October, 2019

Comments: Transportation:

The last SWTPR meeting was held on 10 October, 2019. The primary topic was an overview of the identified corridor needs for the transportation plan.

The next SWTPR meeting will be held at 9:00 a.m. Thursday, 12 December, 2019 at 20581 US 160 W, Durango. The meeting will include project prioritization for the SWTPR region.

Transit:

The SWCCOG has been awarded FTA 5310 administrative funds for FY2020. This will pay for a part-time Mobility Manager, the position will be staffed from a portion of Jessica's time. Staff is working with the Transit Council to identify the specific projects to be undertaken in 2020 that will result in the greatest impact for the transportation and health/human service providers and citizens in the region.

The last Transit Council meeting was held on 20 September. The topics included a discussion of goals and priorities for 2020. The next Transit Council meeting will be held at 9:00 a.m. Friday, 15 November, 2019 at 295 Girard Street, Durango.
