



SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

Regular Board Meeting Agenda

Thursday, 11 March 2021

1:30 – 4:00 pm

Remote Meeting Only

Zoom Meeting ID: 964 1237 6617

<https://zoom.us>

- I. Introductions
- II. Public Comment – 5 minutes per person
- III. Consent Agenda
 - a. February 2021 Board Minutes
 - b. January 2021 Financials
- IV. Discussion Items
- V. Decision Items
 - a. Grant Approvals
 - a. DOLA REDI, OEDIT Location Neutral (marketing)
 - b. Contract with Housing Solutions of the Southwest for Housing Study
 - c. Contract with RCAC for Economic Development Funding
 - d. Contract with Element Consulting for IT Services
 - e. Contract with Montezuma County for Fiber Development
- VI. Reports (Staff will be available for questions on the written reports)
 - a. Attend Report
 - b. Director's Report
 - c. Broadband Report
 - d. Fiscal Administration Report
 - e. Grant Updates
 - f. Transportation/Transit Report
- VII. Community Updates (time permitting)

295 Girard Street, Durango, CO 81303

970.779.4592

www.swccog.org

Introductions

Public Comment

Please limit comments to 5 minutes per person

Consent Agenda

**Southwest Colorado Council of Governments
February Board Meeting
Thursday, 11 February, 2021, 1:30 p.m.
Video Conference**

In Attendance:

Marsha Porter-Norton– La Plata County
Mike Lavey – City of Cortez
David Black – Town of Bayfield
Alvin Schaaf – Archuleta County
Willy Tookey – San Juan County
Mark Garcia – Town of Ignacio
Shari Pierce – Town of Pagosa Springs
Andrea Phillips – Town of Pagosa Springs
Katie Sickles – Town of Bayfield
John Dougherty – City of Cortez

Staff in Attendance:

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

Guests in Attendance:

Ken Charles – Town of Dolores
Rachel Medina – City of Cortez
Patrick Rondinelli – Colorado Department of Local Affairs
John Whitney – Senator Bennet’s Office

Introductions

The meeting was called to order at 1:30 p.m.

Public Comment

None.

Consent Agenda

- a. December 2020 SWCCOG Meeting Minutes
- b. November and December 2020 Financials

Willy Tookey motioned to approve the consent agenda, Alvin Schaaf seconded, unanimously approved.

Update from Senator Bennet’s Office:

John reported that Congress is moving forward with the COVID package, preliminary votes have been taken and this package is projected to include funding for local governments. David asked if the local funding would be for general operating funds. John replied that there will be some restrictions, it will need to be tied to COVID impacts.

John explained that after the COVID bill, the next big issue is expected to be infrastructure. Senator Bennet would like to focus on public lands and has put together the Outdoor Restoration Fund Act to provide funding to support local efforts with respect to forests, watersheds, and invasive species. He asked if the SWCCOG would be willing to issue a statement in support. Marsha asked how the funds would work with existing funds. John replied they have received positive feedback and expect it to be beneficial to supplement existing

funds. Miriam asked if the Board would like to take any action. David expressed support for a letter. Marsha expressed support. Willy expressed support for the legislation, keeping in mind that often small communities are often left out of competitive grants due to match requirements. Miriam asked if this would be an opportunity for the COG to apply on behalf of the region. The COG will prepare a letter of support.

Decision Items

a. Grant approvals

Miriam described the Recycling Resources Economic Opportunity (RREO) grant request. There was discussion about current recycling efforts and challenges in the region.

Marsha Porter-Norton motioned to authorize the Executive Director seek an RREO grant, Willy Tookey seconded, unanimously approved.

Miriam explained that the Board had previously authorized the COG to apply for up to \$800,000 for fiber over Wolf Creek, and that the current estimate is higher. David expressed support for increasing the request.

Willy Tookey motioned to approve the increase for the DOLA grant to \$963,960, Andrea Phillips seconded, unanimously approved.

b. Letters of Support Ratification

Miriam explained the SWCCOG letter of support process.

Willy Tookey motioned for ratification of the letters sent in support of the projects for Ignacio and Rockwood Estates, Andrea Phillips seconded, unanimously approved.

Community updates

Mark reported that the letter for the Town of Ignacio was for a DORA grant for a fiber to the premise project. They are working with CDOT on the Becker and Goddard intersection project which is currently out to bid. They are nearing completion on a housing study. They have a community vaccination clinic; registration is open if eligible.

Andrea reported that the Town of Pagosa Springs has a trail project out to bid. They are nearing completion of the maintenance facility.

Mike reported that the City of Cortez has hired a finance director and a new airport manager, and have opened a search for a city manager. City Council is planning to meet in person for the first time. They have a meeting scheduled with the Montezuma County Commissioners, and are working in partnership to expand broadband south of the City. The Council has decided to do hybrid meetings with some members in person. The 2016 audit is complete and they will begin working on subsequent years. They approved a site plan for an affordable housing development.

Marsha reported that La Plata County is looking for location for a regional weather station. They have put together an emergency watershed protection program for the 416 Fire burn area. They are working with the city to identify a permanent homeless camp. She suggested a future discussion about opioid treatment. Miriam mentioned that the COG had previously received a presentation from the Attorney General's office, she will follow-up.

Ken reported that the Town of Dolores has received a license application for marijuana. They received a DOLA grant for installing solar in Town. They received a Charge Ahead grant to install an EV system. They are starting the process to undertake an energy audit.

Katie reported that the Town of Bayfield is beginning the process on a trail around Bayfield center. They will be working on intersection improvements at the stoplight. They are looking into a drought management plan; with the lack of snow, they are concerned about fire.

Alvin reported that Archuleta County is working on broadband. They have started work on the justice center and courthouse. Their jail is again housing all their inmates. They are looking at workforce housing which may include working with Habitat for Humanity.

Willy reported that San Juan County's sales tax collections have been strong. Their vaccination program has been going well and they were able to share supply with neighboring counties. They are hoping for more snow. The County and the Town of Silverton are working with Community Builders to do a community visioning project. The Silverton town administrator has resigned, so they are looking for a replacement. There was discussion about some recent avalanche recoveries.

The meeting was adjourned at 2:25 p.m.

January 2021 Financials

To: SWCCOG Board of Directors
From: Jessica Laitsch
Date: 5 March, 2021

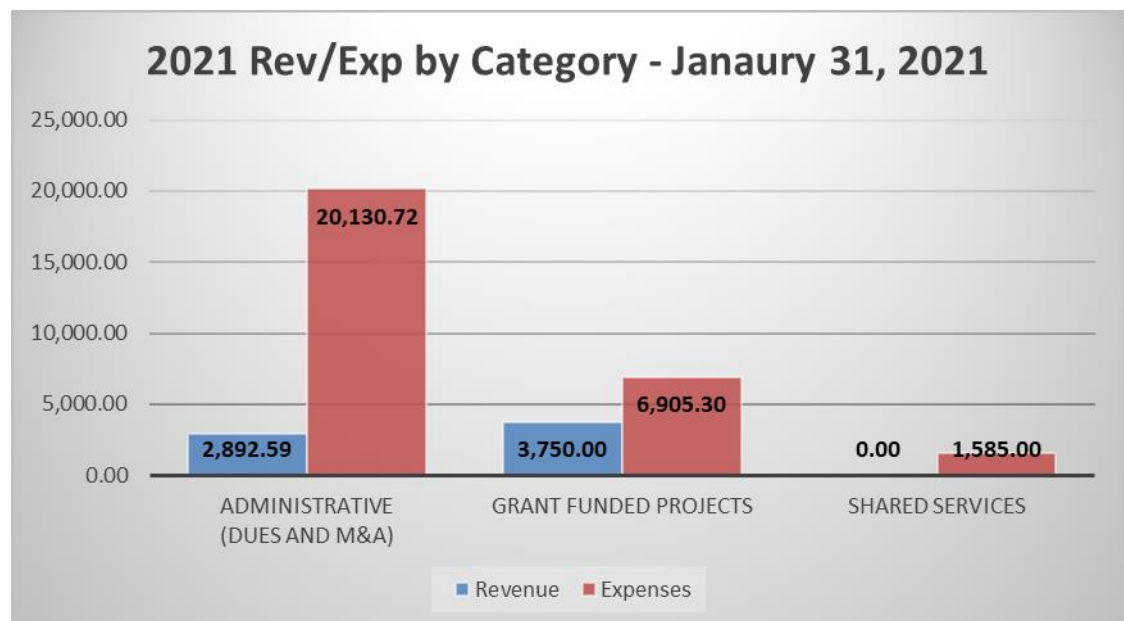
Comments: The following reports are attached:

- Balance Sheet as of 31 January, 2021
- Budget vs. Actuals as of 31 January, 2021

Items to note:

Invoices for member dues have been emailed, thank you all who have paid. This year we are accepting payment via secure bank transfer, please contact me if you would like the link to set up payment online.

The net income in January 2021 is negative, this is due to the timing sending out invoices for annual dues.



Fiscal Impact: High, overall financial status of the organization

Legal Review: Not applicable

Staff Recommendation: Approve the January 2021 Financials

Southwest Colorado Council of Governments

Balance Sheet

As of January 31, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Alpine Bank	0.00
Alpine Bank Account (UR)	10,092.06
Fiber Equip Fund - Restricted	0.00
Total Alpine Bank	10,092.06
Petty Cash	22.97
AmeriCorps VISTA	110.54
Jessica Laitsch	0.00
Total Petty Cash	133.51
Total Bank Accounts	\$10,225.57
Accounts Receivable	
Accounts Receivable	101,422.83
Total Accounts Receivable	\$101,422.83
Other Current Assets	
Prepaid Expense	0.00
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$111,648.40
TOTAL ASSETS	\$111,648.40

Southwest Colorado Council of Governments

Balance Sheet

As of January 31, 2021

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	11,445.56
Total Accounts Payable	\$11,445.56
Credit Cards	
Credit Cards	0.00
Jessica	2,288.93
Miriam	5.00
Sara	0.00
Total Credit Cards	2,293.93
Total Credit Cards	\$2,293.93
Other Current Liabilities	
Accrued Wages	0.00
Deferred Revenue	0.00
Payroll Liabilities	1,347.21
457 Retirement Due	3,054.35
CEBT Health Insurance Due	100.25
Total Payroll Liabilities	4,501.81
Total Other Current Liabilities	\$4,501.81
Total Current Liabilities	\$18,241.30
Total Liabilities	\$18,241.30
Equity	
Opening Balance Equity	0.00
Retained Earnings	41,285.12
Net Income	52,121.98
Total Equity	\$93,407.10
TOTAL LIABILITIES AND EQUITY	\$111,648.40

Southwest Colorado Council of Governments
Budget vs. Actuals: 2021 Budget - FY21 P&L
January 2021

	Total			
	Actual	Budget	Remaining	% Received
Income				
Dues Revenue				
COG Dues	0.00	137,081.00	137,081.00	0.00%
SWTPR Contributions	0.00	5,342.00	5,342.00	0.00%
Total Dues Revenue	\$ 0.00	\$ 142,423.00	\$ 142,423.00	0.00%
Grant Project Income				
All Hazards	0.00	156,900.00	156,900.00	0.00%
CDOT Grants				
SWTPR Grant	0.00	11,050.00	11,050.00	0.00%
Transit FTA 5310		16,000.00	16,000.00	0.00%
Total CDOT Grants	\$ 0.00	\$ 27,050.00	\$ 27,050.00	0.00%
DoLA Grants				
DOLA 8824 - 2019 TA		50,000.00	50,000.00	0.00%
DOLA 9149 - 2020 TA		35,000.00	35,000.00	0.00%
DOLA 9318 - 2021 TA		49,000.00	-5.85	0.00%
REDI 20-204		86,000.00	86,000.00	0.00%
Total DoLA Grants	\$ 0.00	\$ 220,000.00	\$ 220,000.00	0.00%
RREO Grant		0.00	0.00	
SWIMT	3,750.00	36,375.00	32,625.00	10.31%
Total Grant Project Income	\$ 3,750.00	\$ 440,325.00	\$ 436,575.00	0.85%
Misc Income			0.00	
Project Administration				
All Hazards M&A		3,100.00	3,100.00	0.00%
CARO		880.00	-6,692.00	0.00%
CDOT Other		24,500.00	-3,825.00	0.00%
Housing Project		5,000.00	5,000.00	0.00%
RHA		10,000.00	10,000.00	0.00%
Rural Community Assistance		15,000.00	15,000.00	0.00%
SJRC&D		10,000.00	10,000.00	0.00%
SWIMT	375.00	3,625.00	3,250.00	10.34%
SWTPR	1,497.59	11,050.00	9,552.41	13.55%
Transit Coordination Grant	1,020.00	14,088.00	13,068.00	7.24%
Total Project Administration	\$ 2,892.59	\$ 97,243.00	\$ 94,350.41	2.97%
SCAN Services				
Aggregation of Connectivity		15,684.00	15,684.00	0.00%
Contract Sharing		0.00	0.00	
Dark Fiber Leasing		49,674.00	49,674.00	0.00%
Telecom Services		360.00	360.00	0.00%
Total SCAN Services	\$ 0.00	\$ 65,718.00	\$ 65,718.00	0.00%
Total Income	\$ 6,642.59	\$ 745,709.00	\$ 739,066.41	0.89%

	Actual	Budget	Remaining	% Spent
Expenses				
Administrative Costs				
Operating Expenses				
Advertising and Promotion		200.00	200.00	0.00%
Bank Service Charge		200.00	200.00	0.00%
Conference Fee		1,500.00	1,500.00	0.00%
Consulting	37.50	7,500.00	7,462.50	0.50%
Employee/Board Appreciation		100.00	100.00	0.00%
Information Technology (IT)				
Hardware		1,400.00	1,400.00	0.00%
Software	425.00	3,278.00	2,853.00	12.97%
Total Information Technology (IT)	\$ 425.00	\$ 4,678.00	\$ 4,253.00	9.09%
Internet Connectivity		2,340.00		
Meetings		1,000.00	1,000.00	0.00%
Memberships	3,800.00	4,848.00	1,048.00	78.38%
Misc Expense	53.65			
Office Supplies		850.00	850.00	0.00%
Postage and Delivery		80.00	80.00	0.00%
Professional Development	145.00	2,000.00	1,855.00	7.25%
Professional Fees				
Audit		6,300.00	6,300.00	0.00%
Legal	72.00	7,000.00	6,928.00	1.03%
Misc.		250.00	250.00	0.00%
Total Professional Fees	\$ 72.00	\$ 13,550.00	\$ 13,478.00	0.53%
Rent	700.00	8,400.00	7,700.00	8.33%
Travel		6,250.00	6,250.00	0.00%
Total Operating Expenses	\$ 5,233.15	\$ 53,496.00	\$ 48,262.85	9.78%
Personnel Expense				
Insurance Expense				
General Liability	1,948.89	1,958.00	9.11	99.53%
Health	1,672.37	15,885.00	14,212.63	10.53%
Worker's Compensation	1,419.00	1,432.00	13.00	99.09%
Total Insurance Expense	\$ 5,040.26	\$ 19,275.00	\$ 14,234.74	26.15%
Salary and Wages				
457 Retirement	402.12	5,227.58	4,825.46	7.69%
Car Allowance	300.00	3,600.00	3,300.00	8.33%
Cell Phone Allowance	100.00	1,200.00		
Payroll Processing Fee	231.62	1,925.00	1,693.38	12.03%
Payroll Tax	781.20	11,173.95	10,392.75	6.99%
Total Salary and Wages	\$ 9,857.31	\$ 153,816.05	\$ 143,958.74	6.41%
Total Personnel Expense	\$ 14,897.57	\$ 173,091.05	\$ 158,193.48	8.61%
Total Administrative Costs	\$ 20,130.72	\$ 226,587.05	\$ 206,456.33	8.88%
Project Costs				
All Hazards Projects		156,900.00	156,900.00	0.00%
Grant Funded Consulting		282,000.00	282,000.00	0.00%
Local Foods	6,905.30	0.00	-6,905.30	

	Actual	Budget	Remaining	% Spent
Shared Services Expenses				
Fast Track	550.00	6,600.00	6,050.00	8.33%
Forethought.	1,035.00	12,000.00	10,965.00	8.63%
SCAN Dark Fiber Lease		11,698.50	11,698.50	0.00%
Total Shared Services Expenses	\$ 1,585.00	\$ 30,298.50	\$ 28,713.50	5.23%
SWIMT		36,375.00	36,375.00	0.00%
SWTPR		11,050.00	11,050.00	0.00%
Total Project Costs	\$ 8,490.30	\$ 516,623.50	\$ 508,133.20	1.64%
Total Expenses	\$ 28,621.02	\$ 743,210.55	\$ 714,589.53	3.85%
Net Income	-\$ 21,978.43	\$ 2,498.45		

Discussion Items

Decision Items

Approval of Grants

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 11 March 2021

Comments: The SWCCOG staff has been busy applying for funding from previously approved requests. Below are two more, these are both from the State.

In December, Staff asked for permission to apply to SIPA for digitization and website migration. Due to my illness issues these did not get applied to, we will target them in December 2021, or other funding to support both of the COG's needs. In addition, we requested the ability to partner with Region 9 on a USDA RDBG grant. After discussion with USDA staff, it is not a great fit for what we are trying to do, but aimed more at business, rather than economic diversification. We will be supporting Region 9 with their grant application rather than take the lead on the RDBG grant.

OEDIT Location Neutral Employment (LONE) Community Marketing Grant

- *Marketing Funds for Remote Work Certifications*
- *Due:* Rolling
- *Funding:* Up to \$5,000 per community
- *Eligibility:* Counties and Communities in Archuleta, Dolores, Montezuma, and San Juan are eligible. No funds for the program would be allowed to be spent in La Plata.
- *Reason:* Marketing for SWCCOG's economic development through local remote work development. SWCCOG was awarded \$30,000 to start this initiative from DOLA, this funding would support that effort and allow for marketing across the region.

DOLA REDI Grant

- *Support Montezuma Orchard Restoration Project*
 - *Due:* 15 April 2021
 - *Funding Request:* \$150,000
-

Approval of Grants

- *Eligibility:* Job Creation and retention, capacity building, economic resilience, support entrepreneurial ecosystems for counties less than 50,000 or communities less than 25,000.
- *Reason:* Montezuma Orchard Restoration Project approached the SWCCOG in February to inquire about the SWCCOG submitting a grant on behalf of the organization after discussing the project with the REDI grant manager. MORP is seeking funding to finish their facility which will house a community kitchen, housing for interns, storage for the mobile cider press, and other needed equipment. MORP has started working across multiple counties including Dolores and La Plata.
- *Funding Request:* \$150,000
- *Other Information:* SWCCOG typically requests a M&A fee for acting as the pass through for projects such as this. However, since MORP has successfully completed foundation and USDA grants and is adept at grant writing, budgeting, and reporting, SWCCOG staff does not believe this will be time consuming from the COG perspective. In addition, MORP's fiscal agent is Onward! Foundation, a 501c3. Onward! Charges a Management & Administration fee, and it struck Staff as not the right thing to double charge the organization, but the SWCCOG needs to still recoup the cost of our administration. If awarded, COG, MORP, and Onward! all thought that charging the cost of staff time would be acceptable. I do not see this project as high resource consumption.

Legal Review: Not applicable at this time, if/when grants are awarded contracts between consultants and partners will be created and reviewed.

Fiscal Impact: High, impact on regional projects

Staff Recommendation: Approve Applications to OEDIT and DOLA REDI

SWCCOG & Housing Solutions of the Southwest Contract

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 11 March 2021

Comments: The SWCCOG partnered with Housing Solutions of the Southwest (HSSW) to acquire funding to develop a regional housing study. In 2019 the SWCCOG was awarded \$30,000 from DOLA, while HSSW was awarded \$50,000 from Enterprise Community Partners, Inc. This study will provide data about the regional housing needs, challenges, and quality of housing stock across the five-county region. Through this project the two organizations hope to utilize the information to help local governments, non-profits, and economic development organizations make data driven decisions around housing.

This project was slated to start in 2020, but then the pandemic happened and so the project was pushed back a year. The SWCCOG requested and was granted an extension from DOLA for the COG's funding.

The SWCCOG will provide HSSW the \$30,000 of DOLA funding to pay for consulting and contractual work. While HSSW will provide \$13,500 of the Enterprise Community Partners, Inc. funding to the SWCCOG for the SWCCOG's work on the grant, grant management, engagement with the local governments on the project, and other coordination with the HSSW contractor. This funding will also help provide funding for the SWCCOG to hire another part time team member.

Attached is the following:

- Contract between the two organizations
- DOLA grant
- Enterprise Community Partners Inc. grant
- Budgets for both entities

Legal Review: Used existing template provided by Legal.

Fiscal Impact: High. \$13,500 for contract management, and support staff with engagement in the project.

Staff Recommendation: Approve contact with contract with Housing Solutions of the Southwest for the Regional Housing Study.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS AND
HOUSING SOLUTIONS OF THE SOUTHWEST
GRANT CONTRACT FOR REGIONAL HOUSING STUDY**

THIS MEMORANDUM OF AGREEMENT (the “Agreement”) is entered into 11 March 2021, by and between the SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS, (hereinafter referred to as the “SWCCOG”) whose address is 295 Girard Street, Ste B, Durango, CO 81303, and the HOUSING SOLUTIONS OF THE SOUTHWEST whose address is 295 Girard Street, Durango, CO 81303 (hereinafter referred to as” HSSW”) (collectively, the “Parties”).

RECITALS

WHEREAS, HSSW has received a grant for Regional Housing Study, and the SWCCOG has also received a grant for a Regional Housing Study (“Project”). Both Parties intend to work together and combine efforts and funding to complete the Study. HSSW will provide the fiscal and administrative management required in the awarded grant from the Enterprise Community Partners Inc. (Referred to as Exhibit “A”) in the amount of \$ 50,000. SWCCOG will provide the fiscal and administrative management required in the awarded grant from the Department of Local Affairs (Referred to as Exhibit “B”) in the amount of \$ 30,000; and

WHEREAS, Exhibit “A”, provides that HSSW, will fulfill certain project activities and Exhibit “B” SWCCOG will fulfill certain project activities, the two agencies will combine resources to fulfill the activities outlined in both Exhibit A and Exhibit B;

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

WHEREAS, by this Agreement, the SWCCOG and HSSW intend for the SWCCOG to provide the entire sum of Exhibit “B” towards the Project for Contractor(s) and HSSW staffing. HSSW will provide \$13,500 to SWCCOG for participation and coordination as laid out in the Scope of Work (Exhibit “C”). Each agency is responsible for administration of their respective grants;

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

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

1. Role of the Parties. It is the intent of this Agreement to ensure that all contractual obligations concerning the project and grant will be accomplished by both Parties, and that both Parties will pay all other financial contributions necessary to perform the project.

2. SWCCOG Responsibilities:

- a. The SWCCOG, agrees to accept and administer the DOLA grant awarded under the Exhibit “B”, in the amount of \$ 30,000 grant funds and to perform activities listed in the Scope of Work attached.

- b. The SWCCOG will utilize the HSSW Enterprise grant as match for the DOLA grant. As such, the SWCCOG will request documentation of HSSW expenditures related to the Project per HSSW Responsibilities below.
- c. SWCCOG agrees it shall designate a single individual to serve as a Project Representative, who shall have responsibility to coordinate with HSSW on Project implementation. SWCCOG shall promptly advise HSSW of any changes in project representation.
- d. Both Parties will ensure funding is expended on a timely basis and towards the Project appropriately and in compliance with DOLA and Enterprise Fund requirements and the Scope of Work.
- e. Both Parties agree to prepare expenditure reports and monthly performance reports, as required by both Enterprise and DOLA grants guidelines and shall provide copies of such reports to the Project Representative.

3. HSSW Responsibilities:

- a. HSSW, agrees to accept and administer the Enterprise Fund grant awarded under the Exhibit "A", in the amount of \$ 50,000 grant funds and to perform activities listed in the Scope of Work attached.
- b. Prior to any request for reimbursement towards the Project, HSSW shall provide the SWCCOG with all supporting checks, purchase orders, and invoices, and shall have complied with applicable budgeting and documentation requirements for the grant.
- c. HSSW agrees that it shall designate a single individual to serve as a project representative, who shall have the responsibility to coordinate with the SWCCOG on project implementation. HSSW shall promptly advise SWCCOG of any changes in project representative.
- d. Both Parties will ensure funding is expended on a timely basis and towards the Project appropriately and in compliance with DOLA and Enterprise Fund requirements and the Scope of Work
- f. Both Parties agree to prepare expenditure reports and monthly performance reports, as required by both Enterprise and DOLA grants guidelines and shall provide copies of such reports to the Project Representative.

4. Financial Management. Both Parties will adhere to the applicable financial management rules and policies of the funding contract and the Granting organizations throughout the term of the project. The Parties shall require documentation evidencing allowable and appropriate expenses on the project, with copies of checks, invoices, purchase orders, and proof of payment of bills by the other Party. HSSW and SWCCOG shall prepare summation of work performed, along with supporting documentation, invoices, checks, and purchase orders. After review, the Parties shall forward the request to the appropriate granting agency for payment. Upon receipt of payment, the Parties shall forward funds to the other Party.

5. Budget. The Parties may adjust budgeted expenditures amounts, provided that adjustments comply with grant allowable expenditures and the transfers are allowed by the grant and are reviewed by the other Party.

6. Matching Funds. The SWCCOG DOLA grant requires matching funds. The Parties agree to use the Enterprise Grant as matching funds for the DOLA grant. In doing so they will comply with the Granting agencies guidelines and responsibilities as outlined in sections 2 and 3 of this grant.

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

8. Modification and Changes. The terms of this Agreement may not be modified in any manner except by agreement of all parties to this Agreement with the concurrence of either/both granting agencies.

9. Contract Termination. Either party may terminate this Agreement and shall provide written notice of termination at least 30 days in advance. However, any payments and indemnification obligations to SWCCOG or HSSW shall survive termination.

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

11. Appropriation. This Agreement shall be subject to annual appropriation of the SWCCOG of sufficient funds for payments pursuant to Section 20, Article X of the Colorado Constitution. Annual appropriation shall be the responsibility of each of the Parties.

12. Indemnification. Each party, to the extent authorized by law, shall indemnify and hold the other party harmless, as well as their agents, employees, and Directors, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney's fees and court costs, arising out of or related to that party's failure to properly perform under this agreement, but only to the extent such failure to perform is caused in whole or in part by the intentional or negligent acts or omission of the indemnifying party, or anyone directly or indirectly employed by the indemnifying party, and so long as the other party did not cause, in whole or in part, the indemnifying party not to properly perform.

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

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

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

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

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

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

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

20. Breach. Any failure of either party to perform in accordance with the terms of this Agreement shall constitute a breach. Failure to cure the breach within thirty (30) business days after written notice shall be grounds for the non-breaching party to exercise all legal remedies available. Any dispute concerning the performance or interpretation of this Agreement which cannot be resolved by the designated points of contact or their immediate superiors shall be referred to the party's chief administrative officer (HSSW Executive Director or SWCCOG Executive Director). If the matter is not resolved within 45 days after referral, either party may file legal action. Any litigation will be filed in District Court of La Plata County Court, and the prevailing party shall be entitled to an award of its reasonable attorney's fees, court, and collection costs if it prevails.

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

Housing Solutions of the Southwest

Signature

Title, Date

Southwest Colorado Council of Governments

Signature

Title, Date

EXHIBIT A

Enterprise Community Partners Inc. Grant

EXHIBIT B

Department of Local Affairs Grant

EXHIBIT C

Scope of Work

SWCCOG Tasks and Budget:

- DOLA Grant Management
- Coordination and engagement with Root Policy Research
- Outreach and communication with government partners and other stakeholders as needed/identified.

See attached Budget

HSSW Tasks and Budget:

- See Exhibit A for Scope of Work
- See attached Budget



Grant Recipient

Scope of Work Narrative – Exhibit A

Grantee Name and Address:

Housing Solutions for the Southwest
295 Girard Street, Administrative Office
Durango, CO 81301

Grant Number: 19SG1411

Abstract:

Housing Solutions for the Southwest (HSSW) will receive \$50,000 in Section 4 grant funding to build staff capacity, increase data availability and develop a strategy to increase housing stability in the region. This project is being completed, after delay due to COVID restrictions through a partnership between the Southwest Colorado Council of Governments. (SWCCOG). In addition, funds will be used to pay for additional staff capacity at HSSW and SWCCOG for outreach, data collection, analysis and coordinated in the region. The partnership will also hire a housing consultant to analyze regional housing needs and support services, regional programmatic capacities and develop a five-year strategy to increase housing stability in the region. The results of this study will be used to identify key partners for the future of rural SW Colorado housing preservation and construction. In addition, it will guide efforts of both HSSW and SWCCOG who provide services across the SW region. Grant activities will occur between **January 1st 2021 and August 31st, 2021.**

Narrative and Activity Descriptions:

Housing Solutions for the SW (HSSW) manages the regional coordinated entry system and serves SW Colorado for a wide range of affordable housing services. Although data collection efforts have increased, there are still many areas that need to be improved in order to better understand housing and service gaps in the five-county region. In addition, there is a wider affordable housing continuum including preservation, infrastructure, development and ownership that must be looked at in a regional context as well. Housing Solutions serves the following area: Montezuma, Archuleta, Dolores, San Juan and La Plata counties; including 2 sovereign nations, the Southern Ute nation and the Ute Mountain Ute Nation.

This grant and technical assistance would help HSSW to increase use of the regional coordinated assessment system, providing the resources needed to develop a regional housing stability plan. This plan would assess housing needs across the continuum, as well as identify support services available to help local residents to stay housed. The plan would outline resources, capacities and opportunities to increase housing stability in SW Colorado. Funds will be used to increase staff capacity, increase data availability, data usability and tell a regional story of housing needs using available data.

The timing is ideal for the region as Colorado's legislature has just approved 2 new housing funding sources, which will be providing \$100 million in new resources by 2022. By developing the first-ever housing stability plan, the region will be positioned to receive new housing resources and increase the number of residents that can become stably housed in SW Colorado. The plan will also build on the City of Durango's homeless strategy, which is set to be completed at the end of this year. The City of Durango and The City of Cortez serve as the two regional service hubs for persons experiencing homelessness in the region. This project will include a racial equity component to serve the Native American population. The most recent Point in Time homeless count for the region found that between 20% and 35% (20% Native American, 15% one or more races) of the population experiencing homelessness identifies as Native American; numbers are likely much larger in Cortez. Cortez's proximity



Grant Recipient

Scope of Work Narrative – Exhibit A

to multiple reservations demands that the local communities look for better solutions through partnerships with service providers and tribal nations. In a rural area such as SW Colorado, small nonprofits such as HSSW, do not always have the staff capacity to engage in large scale data collection required to paint a complete picture of housing instability. HSSW operates within a housing industry that provides funding based on urban models of housing best practices. There are different housing needs in rural regions, such as SW Colorado, but there is not the data to prove it. Barriers to data include limited funding to collect and analyze data. Collaborations across governments in the region are not easy as their needs differ and collaborations with tribal entities are also lacking. With short term investment in the efforts of staff and engagement of a consultant with specialized skills, HSSW can develop a data collection process that truly shows the dynamics of housing instability in SW Colorado. There are numerous reports, action plans for counties and municipalities regarding housing and we want to bring this work to open a broader perspective.

Colorado had an unprecedented win with affordable housing in the most recent legislative session, approving 2 new housing funding sources that will increase funding from 25 million to 100 million by 2022. This initiative will help the region identify needs and will provide resources to outreach to the community and civic leaders regarding the new funding resources, resulting in a plan for a robust pipeline of development and housing programs to be funded in the next five years.

The need to develop a roadmap for housing services and a pipeline of new affordable units is important for people who have disabilities and/or who are homeless, and for an entire population of those in SW Colorado who are severely cost-burdened. While homelessness has taken center stage in HSSW's development work, it is also important to evaluate why people lose housing in the first place. A personal health or life crisis that occurs, in concert with unsustainable rental payments, can result in loss of housing. A lack of affordable units plays a role. Issues of access, collaboration, and racial equity can be factors. Through this data-driven project, HSSW can bring SW Colorado the relevant data and leverage needed to compete with larger, more robustly funded areas.

Implementation and Measurable Outcomes:

HSSW would develop a scope of work that includes data analysis, an evaluation of the regional coordinated entry system and development of a regional stability plan. An RFP will be released to housing consultants with preference for those familiar with local programs and resources.

HSSW would provide organizational support, political connections and access to program data to ensure that the consultant can successfully complete the project. Furthermore, HSSW will tap state experts at the Colorado Division of Housing and other agencies to provide feedback for this project. The consultant's scope of work would include:

- Housing and services needs assessment
 - Assessment of the Coordinated Entry System operations
 - Development of a Housing Stability Plan specifying housing and support services goals and priorities identified by the community, strategies/policies to meet identified goals, potential funding mechanisms, a timeline for implementation, and clear identification of lead agencies responsible for carrying out the plan
 - Inventory of current land and local housing resources, organizational capacity and local funding for housing in the region
-
- Assessment of supportive services programming throughout the region and identification of funding and gaps in services along the housing continuum The project's success will be evaluated by completion



Grant Recipient

Scope of Work Narrative – Exhibit A

of the system assessment and the completion of the stability plan, which will create a dashboard to track the number of people housed, those remaining in housing and a decrease in those unstably housed in the region.

This plan will suggest specific actions, identified by lead agency, so the community can become more equitable. HSSW would collaborate with the SW Council of Governments (SWCOG), a regional entity. The SWCOG would provide staff time and provide a \$30,000 grant from the state for additional project support. This agency's board of directors recognizes the impact that the lack of affordable housing is having on the entire region. This initiative anticipates also working closely with regional healthcare entities. The hospital and AXIS Health System (behavioral and integrated health provider) has a frequent utilizer program connecting patients with housing and support services and other regional healthcare funders have expressed interest in supporting housing and services as a social determinant of health.

Knowledge Sharing & Facilitating Change:

This would be the first housing stability plan in rural S.W. Colorado and the team would be excited to share this work with major funders such as the Colorado Health Foundation, Colorado Housing Finance Authority, Colorado Division of Housing and with other communities in Colorado. There would be opportunities to present this work at the Annual Housing Now Colorado conference, as well as possibly at national venues such as the Grant Makers in Health Conference, which is highlighting more work in the affordable housing industry. The team would also be willing to provide a webinar as part of Enterprise's training series and would consider other opportunities to share this work. Examining rural capacity issues and racial equity challenges, especially as they relate to the lack of housing and services for their Native American community members (who live both on and off-reservation), would be of benefit to other communities and funders. This model of regional collaboration in rural communities, crossing industry lines (housing, health, re-entry) and political boundaries, would be helpful to other communities. The outcomes of this work will inform policy and funding decisions related to their rural area. The outcomes will allow for for-profit developers, city and county planning and nonprofits to respond to real identified needs and build a housing stability pipeline that parallels the growth in funding from Colorado and federal recovery dollars over the next 5-10 years.

Budget Narrative:

Funds will be used to build staff capacity, increase data availability and develop a strategy to increase housing stability in the region. The total project costs are \$80,000, which includes \$50,000 from Enterprise, \$30,000 grant award of a Dept. of Local Affairs (DOLA) grant to the SW Colorado Council of Governments (SWCOG). Housing Solutions plans to meet the matching requirement with rent paid by tenants in agency owned and operated affordable housing communities. Funds will be used to pay for additional staff capacity at HSSW and SWCCOG for outreach, training, and coordination of the Coordinated Entry System and partners in the housing plan. The grant will also provide funding to hire a housing consultant to analyze regional housing needs and support services, regional programmatic capacities and develop a five-year strategy to increase housing stability in the region. Match funds are being provided by nonsubsidized rents collected at HSSW's affordable housing properties in Durango Colorado.

Organizational Capacity Building Goal:



Grant Recipient

Scope of Work Narrative – Exhibit A

Agency staff working on this project will work closely with the consultant to gather and analyze data. Many sources of funding do not provide training and opportunities for expertise and information sharing, so this as an opportunity for capacity building. THSSW has numerous reporting responsibilities for various funding sources. This process will allow for the agency to evaluate data collection practices and determine how they can be centralized and utilized to understand a more complete, long-term picture of housing needs and performance of programs in SW Colorado. Proposed goals for Housing Solutions include:

Improved capacity of agency leadership to collect meaningful data and combine it to tell a meaningful story

- Establish next steps for a regional housing action plan
- Improve their access to partner agency information and data
- Make it possible for Housing Solutions to provide needs assessment for other housing agencies or projects
- Strengthen and expand the impact of the SW Colorado CoC and Coordinated Entry System for planning and expansion of programs that address homelessness and prevent homelessness; while also expanding high level collaboration among partners.
- Help to improve and modernize collection and analyzing of agency data beyond what is required by funders to prepare for new funding and projects
- Support partner agencies across the region in their efforts to develop new affordable housing opportunities

Housing Solutions of the SW seeks to reduce inequity in rural SW Colorado. Through HSSW’s Housing as Health Initiative outreach efforts and new partnerships, the agency has improved its ability to accurately count indigenous community members and has provided training that helps front-line staff to be more culturally competent in the way services are delivered.

HSSW would like to replicate these collaborations in other housing programs. The population of those receiving housing subsidies and programming should be more in alignment with the need. For example, the percentage of the homeless population identifying as Native American should not be greater than the percentage of such individuals offered access to services. These examples are simplified short-term successes in a wider system that promotes inequity.

Match

Source	Proposed Amount	Status
Private Sources (Foundations, Corporations, Individuals, other revenue, etc.)	\$150,000 Tenant Rents	<input checked="" type="checkbox"/> Received <input type="checkbox"/> Pending Approx receipt date: ongoing 1/1/2021-8/31/2021
Total		



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Scope of Work Narrative – Exhibit A

MEASURABLE OUTPUTS

Review each output and provide estimates for the outputs listed below, as applicable. Reminder: outputs are produced as a result of implementing a program or activity.

Output	#	Definition
\$ invested into community programs	\$35,000	Total dollar amount of financial assistance provided to community development programs. Examples of community building programs include community health programs, community safety initiatives, and after school programs.
# of community programs supported	4	Count of new/existing community development programs supported with capacity building services of financial investments. Examples of community building programs include community health programs, community safety initiatives, and after school programs.
# of businesses assisted	2	Count of businesses assisted as a result of capacity building grants or technical assistance.
# of organizations served	25	Count of organizations served by capacity building services or financial assistance.
\$ invested into community development projects	\$100,000	Total dollar amount of financial assistance provided to community development projects. Examples of capacity building projects include commercial construction, park/green space development, and infrastructure work.
# of community development projects supported	\$100,000	Count of new/existing community development projects supporting with capacity building services or financial investments. Examples of capacity building projects include commercial construction, park/green space development, and infrastructure work.
# of jobs created	2	Count of jobs created as a result of capacity building services or financial assistance.
# of housing units put in the development process	50	Count of houses placed in the development process as a result of capacity building services or financial assistance. Because of the performance period of the grant, work by the grantee may only have time to impact the front-end housing development, so this output captures those units that will be fully constructed and occupied after the end of grant performance period.
\$ of new or expanded Federal funding received	250,000	Dollars of Federal funding received by organizations that newly accessed or expanded their Federal funding after obtaining capacity building.
# of businesses created	2	Count of businesses created as a result of capacity building services or financial assistance.
# of jobs retained	2	Count of jobs retained as a result of capacity building services or financial assistance.



Grant Recipient

Scope of Work Narrative – Exhibit A

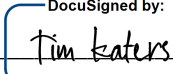
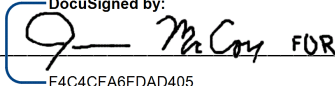
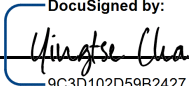
# of new housing units created	53	Count of new housing units created as a result of capacity building services or financial assistance.
# of organizations newly accessing or expanding Federal funding	5	Count of organizations who were assisted with capacity building, which led to obtaining new or additional Federal funding.
# of new community partnerships developed	5	Count of new/existing community development partnerships supported with capacity building services or financial investments.
# of housing units sustained, repaired, or rehabbed	13	Count of housing units sustained, repaired, or rehabbed as a result of capacity building services or financial assistance. Serves as catchment for all construction work on existing housing units. Whether the units are sustained, repaired, and/or rehabbed will be ascertained from the activity description.

EIAF
CTGG1 NLAA 2020*2686

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Local Affairs	Encumbrance Number F20S9149	Contract Number 149167
Grantee Southwest Colorado Council of Governments	Grant Award Amount \$35,000.00	Retainage Amount \$1,750.00
Project Number and Name EIAF 9149 – SWCCOG 2020 Technical Assistance	Performance Start Date The later of the Effective Date or January 28, 2020	Grant Expiration Date January 31, 2021
Project Description The Project consists of consolidating housing data and distribution of the data to local governments in the Southwest Colorado Council of Governments.	Program Name Energy & Mineral Impact Assistance Fund (EIAF) Local Government Severance Tax Fund (SEV)	
	Funding Source STATE FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number N/A	
DOLA Regional Manager Patrick Rondinelli, (970) 247-7311, (patrick.rondinelli@state.co.us)	Funding Account Codes	
DOLA Regional Assistant Randi Snead, (719) 924-2087, (randi.snead@state.co.us)	VCUST# 30186	Address Code AD001 EFT

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p style="text-align: center;">DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER</p> <p>DocuSigned by:  1D0B4F9ADC0A49C...</p> <p>By: Tim Katers, EIAF Program Manager</p> <p>Date: 1/29/2020 2:46 PM MST</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Rick M. Garcia, Executive Director</p> <p>DocuSigned by:  F4C4CFA6FDAD405...</p> <p>By: Rick M. Garcia, Executive Director</p> <p>Date: 1/29/2020 4:12 PM MST</p>
<p>In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the “Effective Date”).</p>	
<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by:  9C3D102D59B2427...</p> <p>By: Yingse Cha, Controller Delegate Department of Local Affairs</p> <p>Effective Date: 1/30/2020 3:41 PM MST</p>	

TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date or by providing Grantee with an Option Letter in form substantially equivalent to Exhibit G.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. *Reserved.*

3. AUTHORITY

Authority to enter into this Grant Award Letter exists in the law as follows:

A. *Reserved.*

EIAF 9149 – SWCCOG 2020 Technical Assistance

B. State Authority

This Grant Award Letter is funded, in whole or in part, with State funds made available pursuant to §39-29-110 C.R.S.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Budget**” means the budget for the Work described in **Exhibit B**.
- B. *Reserved.*
- C. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.
- D. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- E. “**Exhibits**” means the following exhibits attached to this Grant Award Letter:
 - i. **Exhibit B**, Scope of Project
 - ii. **Exhibit G**, Form of Option Letter
- F. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- G. *Reserved.*
- H. *Reserved.*
- I. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- J. “**Grant Award Letter**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- K. “**Grant Expiration Date**” means the Grant Expiration Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.
- L. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- M. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- N. “**Initial Term**” means the time period between the Performance Start Date and the initial Grant Expiration Date.
- O. *Reserved.*
- P. “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.

EIAF 9149 – SWCCOG 2020 Technical Assistance

- Q. “**Performance Start Date**” means the later of the Performance Start Date or the Execution Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.
- R. “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- S. “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- T. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- U. “**Project**” means the overall project described in **Exhibit B**, which includes the Work.
- V. *Reserved.*
- W. “**Services**” means the services performed by Grantee as set forth in this Grant Award Letter, and shall include any services rendered by Grantee in connection with the Goods.
- X. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PHI, PII, CJI, and State personnel records not subject to disclosure under CORA.
- Y. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- Z. “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- AA. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- BB. *Reserved.*
- CC. “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- DD. *Reserved.*
- EE. “**Tax Information**” means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information

EIAF 9149 – SWCCOG 2020 Technical Assistance

includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.

FF. *Reserved.*

GG. “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

HH. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

5. **PURPOSE**

The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. The purpose of this Grant is described in **Exhibit B**.

6. **STATEMENT OF WORK**

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

7. **PAYMENTS TO GRANTEE**

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Award Amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

B. Erroneous Payments

The State may recover, at the State’s discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Grant Award Letter, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. *Reserved.*

EIAF 9149 – SWCCOG 2020 Technical Assistance

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in §7.A of this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Project Costs in **Exhibit B**.

E. Close-Out

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee’s final reimbursement request or invoice.

8. REPORTING – NOTIFICATION

A. *Reserved.*

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

9. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee’s office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee’s performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall monitor Grantee’s performance in a manner that does not unduly interfere with Grantee’s performance of the Work.

C. Audits

Grantee shall comply with all State and federal audit requirements.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee’s own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in

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accordance with all policies promulgated by the Colorado Office of Information Security (<http://oit.state.co.us/ois>) and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict

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arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

12. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

13. REMEDIES

In addition to any remedies available under any Exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

14. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §15.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter or by issuance of an executed Option Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Order of Precedence

In the event of a conflict or inconsistency between this Grant Award Letter and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of any executed amendments or option letters to this Grant Award Letter
- ii. The provisions of this Grant Award Letter
- iii. The provisions of any exhibits to this Grant Award Letter

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G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. *Reserved.*

L. Digital Signatures

If any signatory signs this Grant using a digital signature in accordance with the Colorado State Controller Contract, Grant, and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Grant by reference.

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SWCCOG Budget Exhibit C

**Regional Housing Study Budget
SWCCOG Budget Including Enterprise Community Partners Inc and DOLA funding**

Budget Line Item(s)	DOLA Grant	Enterprise Grant	Total Line Items	Tasks/Purpose
Consultant Line Items				
Housing Study Consultant	\$ 30,000	\$ 14,000	\$ 44,000	See RFP Repsonse
Consultant Travel		\$ 1,500	\$ 1,500	Travel to/from & around region
Elizabeth Salkind		\$ 8,000	\$ 8,000	See Exhibit C HSSW Budget
Brigid Korce		\$ 6,500	\$ 6,500	See Exhibit C HSSW Budget
<i>Consultant Totals</i>	<i>\$ 30,000</i>	<i>\$ 30,000</i>	<i>\$ 60,000</i>	
Indirect Costs				
HSSW Indirect Costs		\$ 6,500	\$ 6,500	Negotiated Indirect Cost Rates for HSSW Staff
De Minimus		\$ 1,222	\$ 1,222	
<i>Indirect Costs Totals</i>	<i>\$ -</i>	<i>\$ 7,722</i>	<i>\$ 7,722</i>	
Personnel Costs				
Miriam Gillow-Wiles	\$ -	\$ 5,343	\$ 5,343	Project Management, coordination with governmental stakeholders, supervision
Jessica Laistch	\$ -	\$ 1,154	\$ 1,154	DOLA Grant Management
SWCCOG Staff Member - New Hire	\$ -	\$ 5,781	\$ 5,781	Engagemenet, coordination with selected consultant, SWCCOG, HSSW staff, meeting coordination, stakeholder engagement, data analysis, and document creation
<i>Personnel Totals</i>	<i>\$ -</i>	<i>\$ 12,278</i>	<i>\$ 12,278</i>	
Total Grant Expenditures	\$ 30,000	\$ 50,000	\$ 80,000	

SWCCOG Grant Funds	\$ 30,000
HSSW Grant Funds	\$ 50,000
HSSW Matching Funds	\$ 200,000

HSSW Budget, Exhibit C

Enterprise Community Partners, Inc.
 Addressing Rural and Tribal Data Gaps (Request for Proposals)
 Proposed Budget
GRANT #19SG1411

Please see Tab A for full instructions to complete this form.

Organization Name:	Housing Solutions for the Southwest
Street Address:	295 Girard St.
City, State, Zip:	Durango, CO 81301
Telephone Number:	970-259-1086 x 21
Primary Contact Name & Title:	Brigid Korce, Program Development Director
Requested Period of Performance (Estimated Start Date):	1-Jan-21
Requested Period of Performance (Estimated End Date):	31-Aug-21

Salaries (List Positions and hourly rates Below):	Percent of Time Billed	Original Grant Budget	Final Adjustment 1/1/2021
Elizabeth Salkind, ED \$ 44.00/hr	4%	\$ 9,500	\$ 6,500
Brigid Korce, Prog Development \$32/hr	5%	\$ 6,500	\$ 5,500
Subtotal Salaries		\$ 16,000	\$ 12,000
Total Fringe Benefits (% of salaries or actual costs) 19.2%	5%	\$ 3,000	\$ 2,500
Total Salaries		\$ 19,000	\$ 14,500
Consultants (List by Type Below):			
Data and Needs Assessment; Affordable Housing		\$ 20,000	\$ 14,000
Consultant Travel		\$ 3,000	\$ 1,500
Council of Governments (grant writing/management/ coordination)		\$ 12,000	\$ 13,500
Total Consultants		\$ 35,000.00	\$ 29,000
Other Direct Costs (List Line Item Details Below)			
Total Other Direct Costs		\$ -	\$ -
Approved Indirect Rate <u>16.6</u>%		\$ 9,000	\$ 6,500
REQUESTED BUDGET		\$ 60,000	\$ 50,000
PROPOSED MATCH BUDGET - Non Federal Rental Income		\$ 195,000	\$ 150,000
TOTAL BUDGET (including match)		\$ 260,000	\$ 200,000

Element Consulting Contract

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 11 March 2021

Comments: The SWCCOG hired Element Consulting in 2019 for some IT work with Office 365. It would be beneficial to have IT support under contract to ensure the organization has resources for various projects and for critical IT issues.

This agreement is very similar to the same arrangement to the one the Board approved in August 2020 with NeoConnect, the SWCCOG's Broadband Consultant. As with any of the COG overarching contracts, COG Members can utilize services provided by the contractors. This agreement could support some of the smaller communities without dedicated IT staff for specific projects or for day to day IT needs.

Legal Review: Used existing template provided by Legal.

Fiscal Impact: No retainer or recurring costs

Staff Recommendation: Approve contact with Element Consulting as the IT Consultant for SWCCOG.

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

This contract is entered into on 11 March 2021 (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

Element Consulting will complete the Services by the completion date(s) set forth in individual Task Orders issued by SWCCOG, unless sooner terminated as allowed herein. In the event this Agreement expires prior to all Services being completed under any Task Order(s), this Agreement will remain in effect with respect to such on-going Task Order(s) only.

Submission of a monthly payment request shall be accompanied by a monthly progress report for the previous month summarizing activities & accomplishments and total hours of activity with an estimate of hours of activity associated with each major section of the description of work.

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

The total amount of funds to be paid to CONTRACTOR under this contract are subject to each individual Task Order. Each Task Order will have the total cost, hourly rates, travel, and other costs associated with each project to be completed by Element Consulting.

Compensation shall be paid in the trade or business name of CONTRACTOR shall be solely responsible for any payroll, withholding, or other taxes, and any of its insurance requirements.

Description of Work

Please see attached Task Orders for a detailed scope of work specific to each project.

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:

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

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

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

Insurance

Professional Liability Insurance: 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 terminate this contract if Element Consulting:

- (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 Element Consultingby

Chester Brandt, Principal

Date

Agreed to by the Southwest Colorado Council of Governments by

Miriam Gillow-Wiles, Executive Director

Date

Reports

2021 SWCCOG Board Meeting Attendance

Current Members										Partner Organizations										
Jurisdiction	Member Name		Feb	Mar	April	June	Aug	Oct	Dec	Percent Attend	Dues Paid	Jurisdiction	Member Name	Feb	Mar	April	June	Aug	Oct	Dec
Archuleta County	Alvin Schaaf - Primary	Scott Wall - Alternate	Present							100%	★	Dolores County	Steve Garchar							
	David Black - Primary	Katie Sickles - Alternate	Present												Town of Dolores	Ken Charles	Present			
Town of Bayfield	Mike Lavey - Primary	John Dougherty - Alternate	Present							100%	★	Town of Dove Creek								
	Mark Garcia - Primary	Marsha Porter-Norton - Primary	Present												City of Durango	José Madrigal				
City of Cortez	Chuck Stevens - Alternate	Andrea Phillips - Primary	Present							100%	★	Town of Mancos								
	Willy Tookey - Primary	Shari Pierce - Alternate	Present												Montezuma County					
Town of Ignacio										100%	★	Southern Ute								
La Plata County										100%	★	Town of Pagosa Springs								
															Town of Rico	Kari Distefano				
San Juan County										100%	★	Ute Mountain Ute								
Town of Silverton			Absent							0%										

Present
Absent

*removed notation to indicate remote attendance

Director Report

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 11 March 2021

Comments: Somehow time keeps going faster and I, like all of you, am getting busier. Much of January and the beginning of February were just keeping everything going and not trying to get new projects going due to health issues. Currently, I have been able to work more and able to manage to move projects and programs along a bit more. If the organization is going to continue to support the region at this level or higher, there is a real need to address additional staffing.

Broadband Engagement

I am sure this comes as a shock to everyone, but for about a week, there was almost no broadband work. However, that has now changed, and I have been doing significant amounts of broadband engagement, presentations, and education. I am again working with San Juan County, NM and will be presenting at the OIT Lunch and Learn later in the month. In addition, I am keeping tabs on the broadband funding at the state and federal level. Including several pieces of legislation at the federal level regarding broadband infrastructure funding. Right now there is money coalescing but much of it isn't quite solid and/or the rules are not quite solidified.

There was a significant amount of funding for broadband in the December stimulus package, some programs have the rule making already created, while others are still in the process. The SWCCOG, State, and Tribes will be eligible for this funding. Funding includes:

NTIA

- \$45.5M for Staffing
- \$7.5M for National Broadband Availability Map
- \$1B for infrastructure and broadband adoption in Tribal Areas (like to be Tribal Grants)
- \$300M for rural infrastructure projects not covered by other programs (like middle mile infrastructure – this is really geared towards states)
- \$285M for digital inclusion efforts

FCC

- \$3.2B for \$50/mo subsidy for broadband to low income households
- \$1.9B reimbursements for equipment replacement (using only trusted equipment rather than Huawei or other Chinese equipment)
- \$250M COVID Telehealth Grant Program
- \$98M for broadband mapping

USDA

- \$635M ReConnect grants
-

Director Report

- \$60M Distance Learning and Telemedicine grants
- \$35M Community Connect Grants

US Department of Ed

- \$81.88B for continuation of CARES Act Programs

Third Team Member

As mentioned above and discussed in the Director's Report in December it is becoming apparent, we need additional staffing. It is looking like we have small bits of funding through a variety of grants to create a part time temporary position (temporary due to the fact the position is grant funded). Due to the nature of the position being temporary, Staff would like to fill the position with someone who already has significant regional knowledge and understanding. To fulfill the various projects and programs it is highly beneficial to find an individual who can hit the ground running. As a result, I have reached out to individuals who have worked with the COG previously, such as a previous Americorps VISTA and staff from other organizations we have previously worked with. I am hoping to have funding in place to hire this individual by the end of the month.

Grant Writing

SWCCOG staff continue to write grants to support the ongoing projects we are working on. Staff is actively seeking funding that will support additional staffing as well. At this time I do not envision working on anything other than the existing projects as capacity is at the limit currently.

Community Engagement

We are still 100% remote, though with staff soon eligible for vaccinations, we will be moving back into the office, and will be creating schedules that work for family dynamics and SWCCOG needs. There are still, and always, a litany of meetings to attend as we keep all the balls in the air. It has been harder to support the communities with the lack of in person meetings and travel across the region. For all the other benefits of the vaccines, one will be being able to visit all the communities again.

- Arcadian Infracom
 - United Way of SW Colorado
 - DOLA
 - Region 9 EDD
 - USDA
 - EDA
 - CML
 - CCI
 - CDOT
 - Region 10
 - Montezuma County
-

Director Report

- OIT
- NARC
- City of Cortez
- FastTrack
- Forethought
- LPEA
- UMUT
- SUIT
- Town of Dolores
- San Juan County, NM
- Town of Bayfield
- Senator Bennet's Office
- Senator Hickenlooper's Office

Upcoming Meeting Dates:

Thursday, April 8th, 130-4pm, likely will still be 100% remote until SWCCOG staff have been fully vaccinated.

Broadband Report

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 11 March 2021

Comments Like always there is loads going on in the broadband space. Everything from the previous FCC ruling making their way through the courts to broadband funding at the federal level, and community engagement and education. The federal funding has been discussed in the Director's Report, below is an overview of the standing of the FCC rulings that limit local government control.

FCC Updates

- 6409 Collocation Rules
 - o Limits local governments' ability to regulate concealment, including stealth design of wireless communication facilities regarding collocations or modifications of existing facilities. This could also increase tower height and amount of equipment without additional approvals.
 - o A group of local governments has filed a brief to appeal the order with the Ninth Circuit Court.

- Small Cell Wireless Facilities
 - o The FCC released a Report and Order in 2018 that severely restricted the ability of local government authorities to regulate the deployment of small cell wireless facilities. The Order restricted the ability of local government authorities to impose aesthetic requirements and set fees.
 - o A group of local governments appealed the order in the Ninth Circuit Court. The Court released an opinion in August 2020 that upheld most of the original FCC order, including limiting fees for use of ROW to actual cost, shot clocks and preemption of local moratorium on small cell facility sites. What was ruled in favor of local governments was restrictions on aesthetic requirements that can be imposed on facilities.
 - o Discussions around next steps are underway.

- Cable Act Order to Change "In-Kind" Contributions
 - o In 2019 the FCC reinterpreted the definition of "in-kind" contributions in the Cable Act so that non-monetary, cable-related contributions from cable service providers (such as contributions for PEG access facilities) to municipalities are now counted towards the 5% cap on franchise fees.
 - o Case is awaiting oral arguments in the Sixth Circuit Court.

Broadband Report

- OTARD (Over the Air Reception Devices) Rule
 - Since 1996, the FCC has regulated OTARD by prohibiting restrictions that impair the installation, maintenance or use of antennas for video programming. In January of 2021, the FCC released a Report and Order updating the OTARD rules and applying them to “hub and relay” antennas, which are used for the distribution of broadband-only fixed wireless services to multiple customer locations. As discussed in previous broadband reports, local governments are concerned this is an attempt to preempt local authority over wireless facilities used for broadband.
 - At this point it does not seem as if the new rule can be used as a s preemption of local control.
 - For more detail please contact Miriam.

Fiscal Administration Report

To: SWCCOG Board of Directors
From: Jessica Laitsch
Date: 5 March, 2021

Comments: The SWCCOG is contracted with a number of small agencies to assist with fiscal management. The intent is to help these small agencies comply with basic administrative requirements at minimal cost, as well as to provide a modest revenue stream for the SWCCOG. Below are brief summaries of the current activities of these various organizations:

Colorado Association of Regional Organizations (CARO):

Nothing new to report.

Regional Housing Alliance of La Plata County (RHA):

The RHA is planning to hold a meeting on 22 March, 2021. Topics will include a request for an exception from an annual audit for FY2020 and discussion of future plans of the RHA.

San Juan Resource Conservation and Development Council (SJRC&D):

The SJRC&D will have met on 9 March, 2021. The discussion will include a summary of the status of various ongoing projects and consideration of several applications submitted by small organizations seeking a fiscal sponsor.

If any SWCCOG Board members are aware of any non-profits that could benefit from the assistance of a fiscal sponsor to help manage expenses and establish their organization, please contact Miriam or Jessica. The next meeting of the SJRC&D is scheduled for Tuesday, 11 May, 2021.

Southwest All Hazards Advisory Council:

The SWCCOG is eligible for reimbursement of certain management and administration costs for managing these grants. The SWCCOG is currently awaiting reimbursement of some expenses paid in 2020.

Southwest Colorado Incident Management Team (SWIMT):

The SWCCOG is eligible for reimbursement of certain management and administration costs for managing this grant. The SWCCOG is currently awaiting reimbursement of some expenses paid in 2020.

Southwestern Colorado Food Systems and Health Equity Planning Project:

The community food assessment and implementation planning grant through the Colorado Health Foundation ended on 31 October, 2020. Staff is working to forward the remaining funds from this grant to the Good Food Collective's fiscal sponsor,

Fiscal Administration Report

Onward!, as they will be administering the second phase of this project and the remaining funds will roll forward into that effort.

Grant Updates

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 11 March 2021

Comments: Updates in **RED**.

Open Grants: 6

Existing Grant Funding: \$267,188, some carry over from 2020

Grant Requests in 2021: 1, 2 more expected in March

Funded Grant Requests in 2021: 0 (too early to

Existing Grants:

DOLA REDI – NEPA Work for EDA Towaoc Broadband Project – AWARDED

- \$84,600
- Finalize NEPA work on US160/491 between Cortez and Old Pottery Barn north of Towaoc.
- NEPA work is required to be complete before EDA broadband grant is awarded
- **SWCCOG is working with Montezuma County to develop a contract for match for the project. Expected to get underway this spring.**

CDOT 5310 Funding – AWARDED

- \$30,088 for staff and consultant
 - The Mobility Management team will manage and deliver coordinated transportation services to older adults and people with disabilities within the following described service area: The southwest Colorado five-county region consisting of Archuleta, Dolores, La Plata, Montezuma and San Juan Counties.
 - The Mobility Management team shall only perform mobility management activities allowed under FTA Section 5310, such as:
 - a. Operating transportation brokerages to coordinate service providers;
 - b. Coordinating transportation services;
 - c. Supporting local partnerships that coordinate transportation services;
 - d. Staffing for the development and implementation of coordination plans;
 - e. Providing travel training and trip planning activities; and/or
 - f. Developing and operating traveler call centers.
 - **The Contract was signed 3/8/2021 by SWCCOG Staff**
-

Grant Updates

DOLA Technical Assistance EIAF 7203 - AWARDED

- \$49,000
- The request was for funding to help support remote work readiness for residents of the region, and support business growth in partnership with SCAPE for the areas outside of Durango.
- This will also provide match for the EDA SPRINT grant we just submitted with Region 9.
- As with any DOLA grant, none of this covers staff time, unfortunately. However, this does really help with economic diversification and resiliency, as well as creation of new employment opportunities for local individuals who are under or unemployed.
- **SWCCOG still has not received a contract for this project. It will start as soon as the contract is signed.**

CDOT CDL Development Purchase Order – Will Start 2021

- The DOLA 8824 Grant (see below) was awarded to the SWCCOG to help create a CDL program in the region. Due to a variety of reasons, this has not moved in any consistent manner.
 - CDOT has been awarded funding through the Federal On-the-Job Training Supportive Services to invest in statewide construction workforce.
 - CDOT and SWCCOG have developed a Purchase Order outlining objectives and tasks. Objectives include:
 - o Lead the establishment of a CDL Class B training program in the Durango area
 - o Coordinate stakeholders to develop a short-term (6-12 months) approach to consolidating existing training and testing resources
 - o Communicate proactively and consistently with both internal and external program stakeholders, paying particular attention to CDOT and DOLA
 - o Identify opportunities to provide supportive services to trainees in the form of technology or transportation
 - The Purchase Order will cover the cost of the SWCCOG time based on the staff performing the activities and number of hours via reimbursement.
 - Estimated that the SWCCOG will invoice for \$20-24,000
 - This will count towards match for the DOLA grant as well.
-

Grant Updates

CDOT TPR FY20-21 Funding – Ends 6/30/2021

The TPR is funded through a Purchase Order, for \$22,100.

- This funding will cover staff time related to TPR goals and administration of the TPR
- Also purchased hot spots for connectivity for Tribal representatives to attend STAC and Transportation Commission meetings since connectivity is highly limited on both reservations.

DOLA 8824 – 2019 Technical Assistance – Ends 8/31/2021 – EXTENSION GRANTED

- \$20,000 - CDL Program Development and Cost Reduction for COG Members (*Shared Services/Community Support*)
- \$30,000 - Development of end markets for hard to recycle items (*Environment*)
 - o Match from CDPHE Regional Waste Studies - CDPHE or USDA
- No funding for staff

DOLA 9149 – Technical Assistance Grant 2020 – Ends 12/31/2022 – EXTENSION GRANTED

- \$35,000
- Match for Housing Solutions Regional Housing Data Collection
- Identify and better understand regional housing including quantity and quality of housing types across the 5 counties.
- **Housing Solutions has gone through the RFP process, selected a consultant, and has gone under contract with the consultant. The SWCCOG reviewed the RFP, responses, and contract. The SWCCOG and Housing Solutions are requesting a contract to outline activities and the coordination of grant funds.**

Grant Requests Pending:

RREO Waste Diversion Revolving Loan Program

- In partnership with Region 9 the SWCCOG is trying to create a waste diversion revolving loan program to help reduce landfilling and increase small business development.
 - Total Grant Request: \$60,463
 - o \$12,759 SWCCOG Staffing
 - o \$40,000 for revolving loans
 - o \$3,000 program set up costs
 - o \$4,200 marketing and outreach
 - Match: \$100,000 from Region 9 RLF
 - Awards expected in mid April
-

Grant Updates

DOLA Broadband

- Applied for ~ \$800,000 from DOLA Broadband
- Support Wolf Creek broadband development
- Will help with ROW, engineering, and similar preconstruction costs
- SWCCOG will have assets equal to the amount of funding awarded

Current Grants in Development

- DOLA REDI
- OEDIT Remote Work Marketing

Future Grants

DOLA

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

- USDA funding in 2021
 - Public Private Partnerships
-

Transportation Report

To: SWCCOG Board of Directors
From: Jessica Laitsch
Date: 5 March, 2021

Comments: Transportation:

There was a SWTPR meeting held on 10 December, 2020. The meeting included the election of officers for 2021 and an update on the CDOT statewide budget.

There was a SWTPR meeting held on Thursday, 11 February, 2021. The meeting included updates on the SWTPR Regional Transportation Plan, federal and state funding opportunities, and the Federal Lands Planning pilot project.

The next meeting will be held at 9:00 a.m. Thursday, 8 April, 2021.

Transit:

The last Transit Council meeting was held on 21 January, 2021. Topics included updates from around the region about current services and challenges. The next regular Transit Council meeting will be held at 9:00 a.m. Thursday, 18 March, 2021.

As part of a phased approach to develop a centralized “hub” of transit information for the region, with funding from the CDOT Division of Transit and Rail, the SWCCOG developed an informational website to summarize the various transportation services available in the 5-county region and a brief summary of the coordinated public and health/human services transit services in the region. For 2021, staff is preparing an RFP for a contractor to assist with the design of a regional mobility information system, a comprehensive one-call/one-click system of transportation options throughout the region.

Community Updates

If time allows