



~ Agenda ~  
For a Regular Meeting of the  
**SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS**

<http://co.laplata.co.us>

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**Friday, December 6, 2013**

**1:30 PM**

**Board Room**

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[The Board reserves the right to hold Executive Session per CRS 24-6-402(4)]  
[To participate via teleconference, please call 661-673-8600 and enter participant code 850589#]

**I. Call to Order and Introductions**

**II. Approval of Agenda**

**III. Presentation**

**A. Rural Philanthropy Days**

1. Rural Philanthropy Days

**IV. Consent**

**A. Minutes Approval**

**B. Financial Report**

1. October Financial Report  
Approve the October Financial Reports

**V. Public Hearings**

1. 2014 Budget Hearing

**VI. Decision**

1. 2014 Budget Approval  
Approve the SWCCOG 2014 Budget
2. Personnel Policy  
Approve the attached Personnel Policies.
3. MOU with Region 9  
Approval of the MOU with Region 9

4. Committee Selection  
SWCCOG Board Appoints Executive Committee, self selects for Administrative, Housing, Legislative and Policy, Aging, and any other committees formed.
5. Resolution 2013-05 - Add Executive Director as Signer on Bank Accounts  
Approve Resolution 2013-05
6. Bylaws update to include DOLA Language

**VII. Discussion**

1. Resolution 2014-04 - Request for SWIMT Bank Account  
No action necessary.

**VIII. Reports**

1. Director Report
2. Housing Coordinator Report
3. Responsible Administrator Report
4. Telecom General Manager Report
5. Transit Coordinator Report

ITEM NO. (ID # 1513)

DATE: 12/6/2013

## AGENDA REQUEST

\*

**STAFF RESOURCE:** Miriam Gillow-Wiles, Director

**REQUESTING DEPT:** Southwest Colorado Council of  
Governments

**TYPE:** SWCCOG Item

**SUBJECT:** Rural Philanthropy Days

**BACKGROUND:**

**FISCAL IMPACT:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

- Southwest Rural Philanthropy Days Info Sheet (PDF)
- 2013 RPD infographic (PDF)



Southwest Rural Philanthropy Days (RPD) is a collaborative program that builds excellence among the nonprofit and social service agencies that support our communities. It also brings financial support and professional development opportunities to community, arts, and environmental organizations in our region of southwest Colorado, including the counties of: Archuleta, Dolores, La Plata, Montezuma, and San Juan.

The event features nonprofit development workshops and networking opportunities that convene representatives of foundations and nonprofits from the Denver Metro area with local foundations and government leaders for three days of capacity building workshops and funder roundtables. This event, coordinated in collaboration with Community Resource Center (CRC), allows grant seekers from our region to build partnerships with foundations based on the front range of Colorado.

Here are some summary stats for 2010 and 2011 that is specific to the SW for 2010 and 2011:

- **TOTAL Number of Grants: 274**
- **TOTAL Dollar amount of grants: \$7,574,453**
- 2010 Number of Grants: 146 Dollar Amount: \$4,236,115
- 2011 Number of Grants: 128 Dollar Amount: \$2,857,878

We encourage each of you as Governmental Leaders to be involved. Participate in February's Listening Tour and encourage all of your not for profits within the community to get involved.

As you can see, the funders care about the Southwest Region and its needs. By working hand in hand with them we can generate real solutions within our communities for those who need it most.

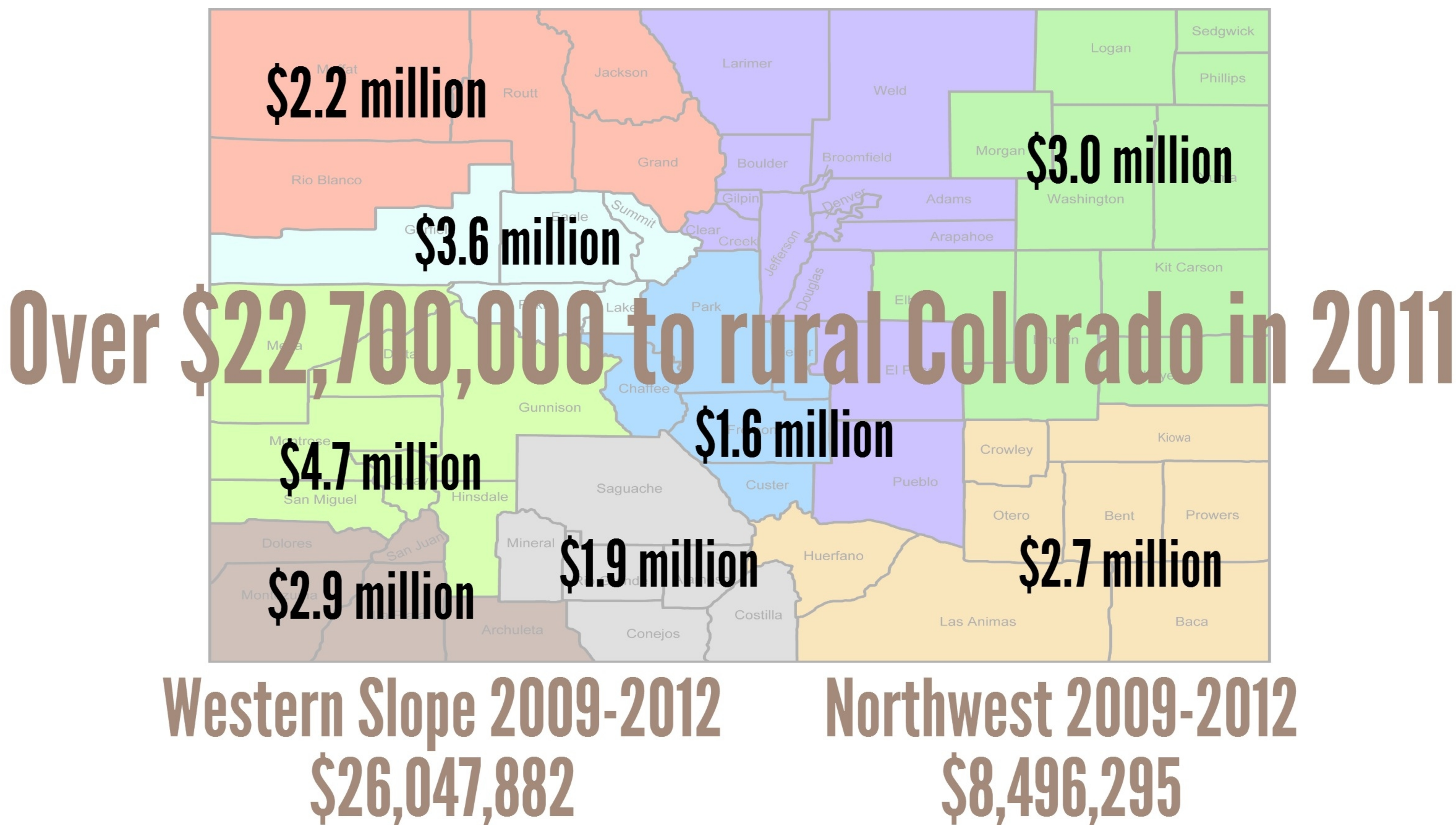
***The next RPD event will be held from June 11-13, 2014 in Pagosa Springs, Colorado.***

If you have any questions, please do not hesitate to contact us or you can visit our website at [www.southwestrpd.org](http://www.southwestrpd.org).

# RURAL PHILANTHROPY DAYS

## 2013

### Community Resource Center



**Western Slope 2009-2012**  
\$26,047,882

**Northwest 2009-2012**  
\$8,496,295

Grant dollars to the RPD Program by 12 funders in 2013

**\$133,500**



**4,350 hours**

Dedicated by over 60 Steering Committee members



**15,000 +**

Miles traveled by RPD Staff

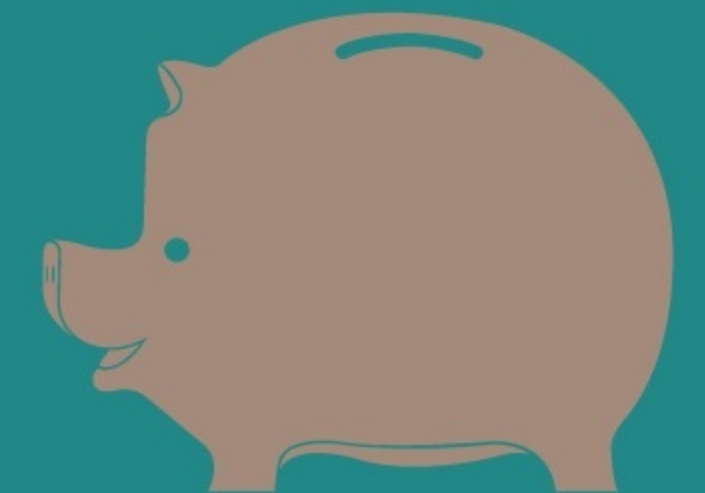


**305**

Nonprofits served

**760**

Individuals served



**\$77,350**

Local dollars raised

**\$38,250**

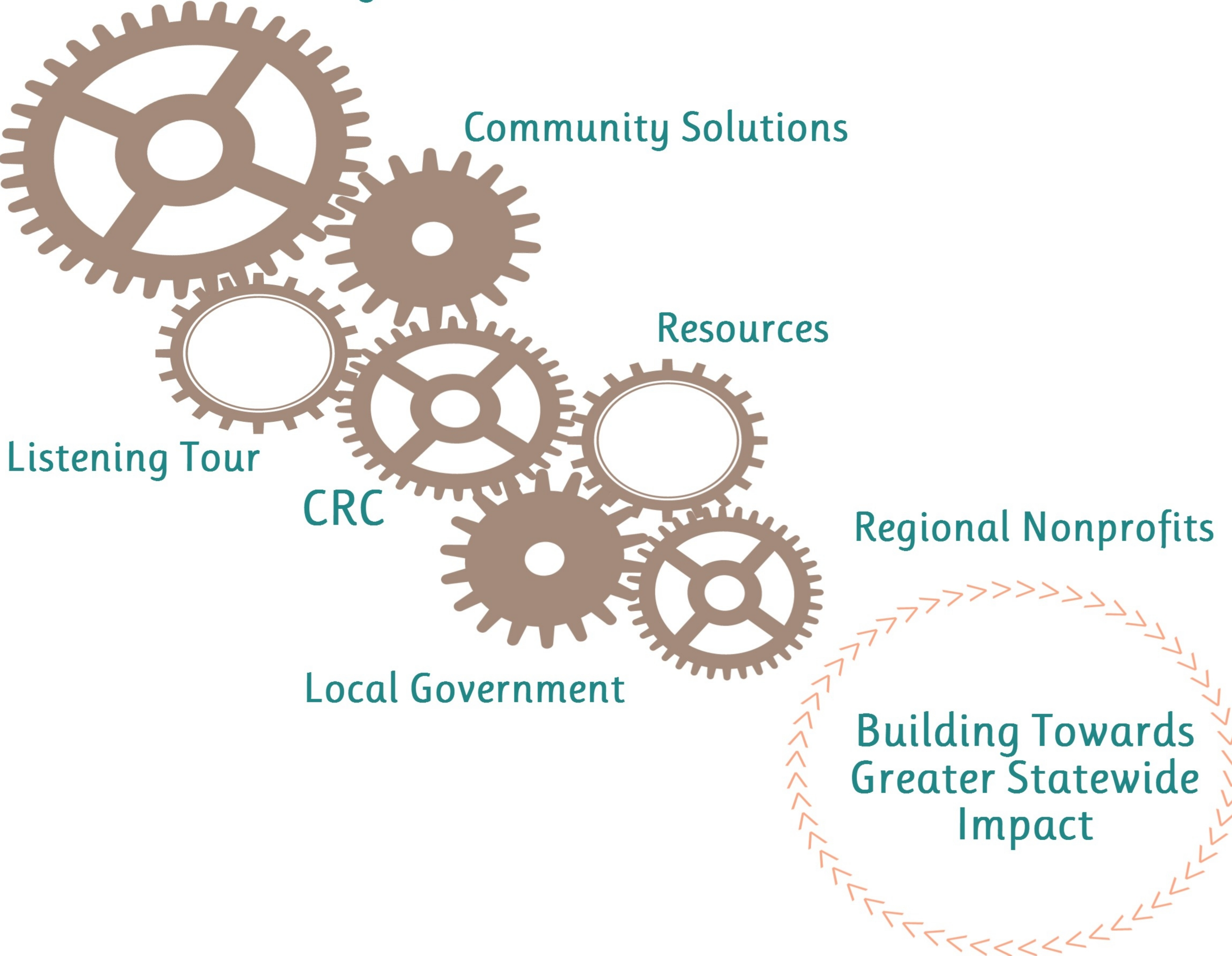
In-Kind donations

**Piktochart**

make information beautiful

# The Emerging Opportunity

## Interim Year Steering Committee



**Building Towards Greater Statewide Impact**

### Heart of Colorado

- Implement new programming for funder and government engagement at 2012 RPD conference
- Identified six community issues for discussion: arts and culture, education, health care, human services, natural resources, and tourism
- Highest participation by local officials to date (22 attended)
- CRC supported regional affordable housing conference in Chaffee County (November 2013)

### Northwest

- Coordinated Listening Tour through the five county region
- Identified two regional issues for further discussion: mental health care and early childhood education
- Over 100 regional and statewide stakeholders participate in Community Solutions with greater emphasis on developing actionable next steps
- Region moves conversation forward less than two months post-RPD
- Three year strategic plan to be developed in the first quarter of 2014

### Western Slope

- Record breaking attendance (430+)
- Coordinated Listening Tour through the seven county region
- Over 300 stakeholders discuss six regional issues: affordable housing, education, health care, leadership, senior care and transportation
- 100% of local community foundations take a leadership role in facilitating regional collaboration
- Community discussions yield a four part solution: Inventory, Implementation, Collaboration, and Accountability.

ITEM NO. (ID # 1486)

DATE: 12/6/2013

## AGENDA REQUEST

\*

**STAFF RESOURCE:** Miriam Gillow-Wiles, Director

**REQUESTING DEPT:** Southwest Colorado Council of  
Governments

**TYPE:** SWCCOG Reports

**SUBJECT:** October Financial Report

**BACKGROUND:****FISCAL IMPACT:****RECOMMENDED ACTION:**

Approve the October Financial Reports

**ATTACHMENTS:**

- 0 Agenda Form Oct 2013 Financials - Meeting 12-6- 2013 (PDF)
- 1 Combined Balance Sheet - Oct 13 (PDF)
- 2 P&L Budget to Actual - Oct 13 (PDF)
- 3 P&L Detail- Oct 13 (PDF)
- 4 Income Statement- Oct 13 (PDF)
- 5 October 2013 Bank Statement and Recon (PDF)

- Announcement/Proclamation
- Special Presentation
- Report

- Consent
- Decision

**AGENDA SUBMISSION FORM**  
**Southwest Colorado Council of Governments**

Date of Board Meeting: Dec 6, 2013		<input type="checkbox"/>
Staff: Region 9 EDD	Presentation Time: 2 minutes	<input type="checkbox"/>
Subject: October 2013 Financials	Discussion Time: 5 minutes	
Reviewed by Attorney? <input type="checkbox"/> Yes Attorney: _____ <input checked="" type="checkbox"/> N/A <input type="checkbox"/> No fiscal impact Committee Approval _____ <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A		

**Background:**

In your packet are the October financial reports produced through Quick books for the SWCCOG.

The first page is the Combined Balance Sheet by Class through October shows \$99,617.31 in total assets and net income of \$61,579.53 across the funds.

The second sheet is the Profit/Loss by Class from October 1 through October 31st followed by the Profit/Loss Budget vs. Actual. The final sheet is the SWCCOG bank statement for October 31<sup>st</sup> 2013, showing \$269,808.22 in the account as of October 31, 2013.

**Other Financial updates:**

- Community Project Budgets and Statements for Admin match- (Telecom) were sent out the week of Nov. 11<sup>th</sup> for Admin match through 10/31/13
- Director was set up on with Payroll Dept. for Payroll effective 11/11/13
- Working on 2014 Budget, with SWCCOG Director

**Fiscal Impact:**

As presented

**Recommended Action:**

The recommended action is to approve the October 2013 Financial Statements.

**Accompanying Documents:**

- Combined Balance Sheet by Class through October 2013
- Combined Profit/Loss by Class for October 2013
- Profit/Loss Budget vs Actual through October 2013
- October 2013 bank statement

Attachment: 0 Agenda Form Oct 2013 Financials - Meeting 12-6-2013 (1486 : October Financial Report)



11:47 AM  
 11/14/13  
 Accrual Basis

Southwest Colorado Council of Governments  
 Combined Balance Sheet by Class- all  
 October 2013

	100-General	200-All Hazards	830-Telecom	900-SCAN	Unclassified	TOTAL
<b>ASSETS</b>						
Current Assets						
Checking/Savings						
1001 · 1st Southwest Bank	-87,170.41	0.00	0.00	0.00	0.00	-87,170.41
<b>Total Checking/Savings</b>	<b>-87,170.41</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-87,170.41</b>
Accounts Receivable						
1200 · Accounts Receivable	209.50	0.00	183,973.11	2,605.11	0.00	186,787.72
1215 · Grants receivable	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Accounts Receivable</b>	<b>209.50</b>	<b>0.00</b>	<b>183,973.11</b>	<b>2,605.11</b>	<b>0.00</b>	<b>186,787.72</b>
Other Current Assets						
1090 · Due To/ Due From	144,556.65	1,571.17	-143,083.51	-3,044.31	0.00	0.00
1210 · miscellaneous receivable	0.00	0.00	0.00	0.00	0.00	0.00
1499 · Undeposited Funds	0.00	0.00	0.00	0.00	0.00	0.00
1550 · Prepaid expense	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Other Current Assets</b>	<b>144,556.65</b>	<b>1,571.17</b>	<b>-143,083.51</b>	<b>-3,044.31</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Current Assets</b>	<b>57,595.74</b>	<b>1,571.17</b>	<b>40,889.60</b>	<b>-439.20</b>	<b>0.00</b>	<b>99,617.31</b>
<b>TOTAL ASSETS</b>	<b>57,595.74</b>	<b>1,571.17</b>	<b>40,889.60</b>	<b>-439.20</b>	<b>0.00</b>	<b>99,617.31</b>
<b>LIABILITIES &amp; EQUITY</b>						
Liabilities						
Current Liabilities						
Accounts Payable						
20000 · Accounts Payable	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Accounts Payable</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Other Current Liabilities						
2200 · Deferred Revenue	0.00	0.00	0.00	0.00	0.00	0.00
2210 · Deferred Member Contributions	0.00	0.00	4,084.00	0.00	0.00	4,084.00
2500 · Suspense	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Other Current Liabilities</b>	<b>0.00</b>	<b>0.00</b>	<b>4,084.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,084.00</b>
<b>Total Current Liabilities</b>	<b>0.00</b>	<b>0.00</b>	<b>4,084.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,084.00</b>
<b>Total Liabilities</b>	<b>0.00</b>	<b>0.00</b>	<b>4,084.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,084.00</b>
Equity						
32000 · Retained Earnings	29,401.71	-2,443.10	428.92	6,566.25	0.00	33,953.78
Net Income	28,194.03	4,014.27	36,376.68	-7,005.45	0.00	61,579.53
<b>Total Equity</b>	<b>57,595.74</b>	<b>1,571.17</b>	<b>36,805.60</b>	<b>-439.20</b>	<b>0.00</b>	<b>95,533.31</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>57,595.74</b>	<b>1,571.17</b>	<b>40,889.60</b>	<b>-439.20</b>	<b>0.00</b>	<b>99,617.31</b>

Attachment: 1 Combined Balance Sheet - Oct 13 (1486 : October Financial Report)

11:50 AM

## Southwest Colorado Council of Governments

## P&amp;L Budget vs. Actual 2013

January through December 2013

11/14/13

Accrual Basis

	100-General			
	Jan - Dec 13	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
4000 · Sales	0.00			
4001 · Fiber Access (ramp) fee	0.00			
4002 · Internet Usage	0.00			
4003 · Internet Admin Fee	0.00			
4005 · E-tics	0.00			
4010 · Grant-DOLA Admin	0.00	25,000.00	-25,000.00	0.0%
4020 · Grant DOLA-Construction	0.00			
4040 · Grant-Transit	0.00	11,000.00	-11,000.00	0.0%
4041 · All Hazards Grant	0.00			
4950 · Match-GOV Admin	28,000.00	28,000.00	0.00	100.0%
4951 · Match-GOV Construction	0.00			
4952 · Region 9-Matching Funds	0.00			
4953 · Housing Matching Funds	38,000.00	38,000.00	0.00	100.0%
4955 · In Kind Project Match	0.00			
4956 · Matching Funds-Other	0.00			
<b>Total Income</b>	<b>66,000.00</b>	<b>102,000.00</b>	<b>-36,000.00</b>	<b>64.7%</b>
<b>Cost of Goods Sold</b>				
5000 · Cost of Goods Sold	0.00			
<b>Total COGS</b>	<b>0.00</b>			
<b>Gross Profit</b>	<b>66,000.00</b>	<b>102,000.00</b>	<b>-36,000.00</b>	<b>64.7%</b>
<b>Expense</b>				
5009 · Bookkeeper	0.00	15,000.00	-15,000.00	0.0%
5200 · All Hazard Project	0.00			
5401 · Software Maintenance (E-Tic)	0.00			
5402 · Hardware Maint. (smart net)	0.00			
5403 · Dark Fiber Leasing	0.00			
5410 · Rent	0.00	300.00	-300.00	0.0%
5510 · Travel & Ent	521.33	2,000.00	-1,478.67	26.1%
5512 · Meeting Exp	85.07	2,000.00	-1,914.93	4.3%
5514 · Professional Fees.	0.00			
5515 · Legal Fees	1,249.35	3,000.00	-1,750.65	41.6%
5520 · Advertising	26.46	300.00	-273.54	8.8%
5521 · Website	120.00	120.00	0.00	100.0%
5525 · Audit	8,250.00	8,000.00	250.00	103.1%
5526 · Internet Connectivity (100 Mb)	0.00			
5527 · Internet & software	0.00			
5528 · Fiber Locates	0.00			
5529 · Inter-Reg. Fiber Routes- leases	0.00			
5532 · Postage	0.00	128.00	-128.00	0.0%
5535 · Printing/Reproduction	0.00	400.00	-400.00	0.0%
5540 · Membership/Sub	250.00	250.00	0.00	100.0%
5550 · Supplies	632.53	300.00	332.53	210.8%
5555 · Liability Insurance	2,693.00	2,693.00	0.00	100.0%
5637 · SCAN GM	0.00			
5638 · Region 9 EDD	0.00			
5639 · Infor Services-Project Mgmt	0.00			
5640 · Consulting	0.00	15,000.00	-15,000.00	0.0%
5641 · Regional Project Mgmt	0.00			
5642 · Project Engineering & Mgmt	0.00			
5643 · Transit	628.41	11,000.00	-10,371.59	5.7%
5644 · AmeriCorp Member	0.00	1,500.00	-1,500.00	0.0%
5645 · Project Construction	0.00			
5646 · Housing Matching Fund Expense	24,111.95	38,000.00	-13,888.05	63.5%
5650 · training/conf	0.00			
5955 · In Kind Project expense	0.00			
<b>Total Expense</b>	<b>38,568.10</b>	<b>99,991.00</b>	<b>-61,422.90</b>	<b>38.6%</b>
<b>Net Income</b>	<b>27,431.90</b>	<b>2,009.00</b>	<b>25,422.90</b>	<b>1,365.5%</b>

Attachment: 2 P&amp;L Budget to Actual - Oct 13 (1486 : October Financial Report)

11:50 AM  
 11/14/13  
 Accrual Basis

**Southwest Colorado Council of Governments  
 P&L Budget vs. Actual 2013  
 January through December 2013**

200-All Hazards

	Jan - Dec 13	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
4000 · Sales	0.00			
4001 · Fiber Access (ramp) fee	0.00			
4002 · Internet Usage	0.00			
4003 · Internet Admin Fee	0.00			
4005 · E-tics	0.00			
4010 · Grant-DOLA Admin	0.00			
4020 · Grant DOLA-Construction	0.00			
4040 · Grant-Transit	0.00			
4041 · All Hazards Grant	204,375.72	237,376.00	-33,000.28	86.1%
4950 · Match-GOV Admin	0.00			
4951 · Match-GOV Construction	0.00			
4952 · Region 9-Matching Funds	0.00			
4953 · Housing Matching Funds	0.00			
4955 · In Kind Project Match	0.00			
4956 · Matching Funds-Other	0.00			
<b>Total Income</b>	<b>204,375.72</b>	<b>237,376.00</b>	<b>-33,000.28</b>	<b>86.1%</b>
<b>Cost of Goods Sold</b>				
5000 · Cost of Goods Sold	0.00			
<b>Total COGS</b>	<b>0.00</b>			
<b>Gross Profit</b>	<b>204,375.72</b>	<b>237,376.00</b>	<b>-33,000.28</b>	<b>86.1%</b>
<b>Expense</b>				
5009 · Bookkeeper	0.00	5,000.00	-5,000.00	0.0%
5200 · All Hazard Project	188,531.07	191,282.00	-2,750.93	98.6%
5401 · Software Maintenance (E-Tic)	0.00			
5402 · Hardware Maint. (smart net)	0.00			
5403 · Dark Fiber Leasing	0.00			
5410 · Rent	0.00			
5510 · Travel & Ent	0.00	1,000.00	-1,000.00	0.0%
5512 · Meeting Exp	0.00			
5514 · Professional Fees.	0.00	8,500.00	-8,500.00	0.0%
5515 · Legal Fees	0.00			
5520 · Advertising	558.80	1,000.00	-441.20	55.9%
5521 · Website	0.00			
5525 · Audit	0.00	2,388.00	-2,388.00	0.0%
5526 · Internet Connectivity (100 Mb)	0.00			
5527 · Internet & software	0.00			
5528 · Fiber Locates	0.00			
5529 · Inter-Reg. Fiber Routes- leases	0.00			
5532 · Postage	0.00	100.00	-100.00	0.0%
5535 · Printing/Reproduction	0.00	100.00	-100.00	0.0%
5540 · Membership/Sub	0.00			
5550 · Supplies	0.00			
5555 · Liability Insurance	0.00			
5637 · SCAN GM	0.00			
5638 · Region 9 EDD	0.00			
5639 · Infor Services-Project Mgmt	0.00			
5640 · Consulting	11,271.58	27,435.00	-16,163.42	41.1%
5641 · Regional Project Mgmt	0.00			
5642 · Project Engineering & Mgmt	0.00			
5643 · Transit	0.00			
5644 · AmeriCorp Member	0.00			
5645 · Project Construction	0.00			
5646 · Housing Matching Fund Expense	0.00			
5650 · training/conf	0.00	571.00	-571.00	0.0%
5955 · In Kind Project expense	0.00			
<b>Total Expense</b>	<b>200,361.45</b>	<b>237,376.00</b>	<b>-37,014.55</b>	<b>84.4%</b>
<b>Net Income</b>	<b>4,014.27</b>	<b>0.00</b>	<b>4,014.27</b>	<b>100.0%</b>

Attachment: 2 P&L Budget to Actual - Oct 13 (1486 : October Financial Report)

11:50 AM

## Southwest Colorado Council of Governments

## P&amp;L Budget vs. Actual 2013

January through December 2013

11/14/13

Accrual Basis

## 830-Telecom

	Jan - Dec 13	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
4000 · Sales	0.00			
4001 · Fiber Access (ramp) fee	0.00			
4002 · Internet Usage	0.00			
4003 · Internet Admin Fee	0.00			
4005 · E-tics	0.00			
4010 · Grant-DOLA Admin	27,070.22	29,314.00	-2,243.78	92.3%
4020 · Grant DOLA-Construction	815,042.16	1,260,840.00	-445,797.84	64.6%
4040 · Grant-Transit	0.00			
4041 · All Hazards Grant	0.00			
4950 · Match-GOV Admin	54,644.40	57,579.00	-2,934.60	94.9%
4951 · Match-GOV Construction	6,731.39	30,000.00	-23,268.61	22.4%
4952 · Region 9-Matching Funds	16,422.74	21,465.00	-5,042.26	76.5%
4953 · Housing Matching Funds	0.00	0.00	0.00	0.0%
4955 · In Kind Project Match	262,487.18	374,203.00	-111,715.82	70.1%
4956 · Matching Funds-Other	0.00	20,000.00	-20,000.00	0.0%
<b>Total Income</b>	<b>1,182,398.09</b>	<b>1,793,401.00</b>	<b>-611,002.91</b>	<b>65.9%</b>
<b>Cost of Goods Sold</b>				
5000 · Cost of Goods Sold	0.00			
<b>Total COGS</b>	<b>0.00</b>			
<b>Gross Profit</b>	<b>1,182,398.09</b>	<b>1,793,401.00</b>	<b>-611,002.91</b>	<b>65.9%</b>
<b>Expense</b>				
5009 · Bookkeeper	0.00			
5200 · All Hazard Project	0.00			
5401 · Software Maintenance (E-Tic)	0.00			
5402 · Hardware Maint. (smart net)	0.00			
5403 · Dark Fiber Leasing	0.00			
5410 · Rent	0.00			
5510 · Travel & Ent	109.40	2,005.00	-1,895.60	5.5%
5512 · Meeting Exp	0.00	548.00	-548.00	0.0%
5514 · Professional Fees.	0.00			
5515 · Legal Fees	0.00	4,196.00	-4,196.00	0.0%
5520 · Advertising	0.00	216.00	-216.00	0.0%
5521 · Website	0.00	810.00	-810.00	0.0%
5525 · Audit	0.00			
5526 · Internet Connectivity (100 Mb)	0.00			
5527 · Internet & software	0.00	1,026.00	-1,026.00	0.0%
5528 · Fiber Locates	0.00			
5529 · Inter-Reg. Fiber Routes- leases	0.00			
5532 · Postage	0.00	35.00	-35.00	0.0%
5535 · Printing/Reproduction	0.00	107.00	-107.00	0.0%
5540 · Membership/Sub	0.00			
5550 · Supplies	0.00			
5555 · Liability Insurance	0.00			
5637 · SCAN GM	0.00			
5638 · Region 9 EDD	32,845.43	30,861.00	1,984.43	106.4%
5639 · Infor Services-Project Mgmt	0.00	1,280.00	-1,280.00	0.0%
5640 · Consulting	6,080.90	175.00	5,905.90	3,474.8%
5641 · Regional Project Mgmt	30,669.15	22,233.00	8,436.15	137.9%
5642 · Project Engineering & Mgmt	26,367.75	85,039.00	-58,671.25	31.0%
5643 · Transit	0.00			
5644 · AmeriCorp Member	0.00			
5645 · Project Construction	787,461.60	1,260,840.00	-473,378.40	62.5%
5646 · Housing Matching Fund Expense	0.00	0.00	0.00	0.0%
5650 · training/conf	0.00			
5955 · In Kind Project expense	262,487.18	374,203.00	-111,715.82	70.1%
<b>Total Expense</b>	<b>1,146,021.41</b>	<b>1,783,574.00</b>	<b>-637,552.59</b>	<b>64.3%</b>
<b>Net Income</b>	<b>36,376.68</b>	<b>9,827.00</b>	<b>26,549.68</b>	<b>370.2%</b>

Attachment: 2 P&amp;L Budget to Actual - Oct 13 (1486 : October Financial Report)

11:50 AM

## Southwest Colorado Council of Governments

## P&amp;L Budget vs. Actual 2013

January through December 2013

11/14/13

Accrual Basis

	900-SCAN			
	Jan - Dec 13	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
4000 · Sales	10,020.00	8,055.00	1,965.00	124.4%
4001 · Fiber Access (ramp) fee	0.00	23,200.00	-23,200.00	0.0%
4002 · Internet Usage	0.00	66,608.00	-66,608.00	0.0%
4003 · Internet Admin Fee	0.00	5,293.00	-5,293.00	0.0%
4005 · E-tics	8,400.00	8,400.00	0.00	100.0%
4010 · Grant-DOLA Admin	0.00	25,000.00	-25,000.00	0.0%
4020 · Grant DOLA-Construction	0.00			
4040 · Grant-Transit	0.00			
4041 · All Hazards Grant	0.00			
4950 · Match-GOV Admin	0.00			
4951 · Match-GOV Construction	0.00			
4952 · Region 9-Matching Funds	0.00			
4953 · Housing Matching Funds	0.00			
4955 · In Kind Project Match	0.00			
4956 · Matching Funds-Other	0.00			
<b>Total Income</b>	<b>18,420.00</b>	<b>136,556.00</b>	<b>-118,136.00</b>	<b>13.5%</b>
<b>Cost of Goods Sold</b>				
5000 · Cost of Goods Sold	333.75	6,041.00	-5,707.25	5.5%
<b>Total COGS</b>	<b>333.75</b>	<b>6,041.00</b>	<b>-5,707.25</b>	<b>5.5%</b>
<b>Gross Profit</b>	<b>18,086.25</b>	<b>130,515.00</b>	<b>-112,428.75</b>	<b>13.9%</b>
<b>Expense</b>				
5009 · Bookkeeper	0.00			
5200 · All Hazard Project	0.00			
5401 · Software Maintenance (E-Tic)	7,000.00	8,400.00	-1,400.00	83.3%
5402 · Hardware Maint. (smart net)	0.00	36,200.00	-36,200.00	0.0%
5403 · Dark Fiber Leasing	7,470.00			
5410 · Rent	0.00			
5510 · Travel & Ent	0.00			
5512 · Meeting Exp	0.00			
5514 · Professional Fees.	0.00			
5515 · Legal Fees	0.00			
5520 · Advertising	0.00			
5521 · Website	0.00			
5525 · Audit	0.00			
5526 · Internet Connectivity (100 Mb)	2,166.65	15,000.00	-12,833.35	14.4%
5527 · Internet & software	0.00			
5528 · Fiber Locates	0.00	15,000.00	-15,000.00	0.0%
5529 · Inter-Reg. Fiber Routes- leases	0.00	23,250.00	-23,250.00	0.0%
5532 · Postage	0.00			
5535 · Printing/Reproduction	0.00			
5540 · Membership/Sub	0.00			
5550 · Supplies	0.00			
5555 · Liability Insurance	0.00			
5637 · SCAN GM	9,645.05	25,000.00	-15,354.95	38.6%
5638 · Region 9 EDD	0.00			
5639 · Infor Services-Project Mgmt	0.00			
5640 · Consulting	0.00			
5641 · Regional Project Mgmt	0.00			
5642 · Project Engineering & Mgmt	0.00			
5643 · Transit	0.00			
5644 · AmeriCorp Member	0.00			
5645 · Project Construction	0.00			
5646 · Housing Matching Fund Expense	0.00			
5650 · training/conf	0.00			
5955 · In Kind Project expense	0.00			
<b>Total Expense</b>	<b>26,281.70</b>	<b>122,850.00</b>	<b>-96,568.30</b>	<b>21.4%</b>
<b>Net Income</b>	<b>-8,195.45</b>	<b>7,665.00</b>	<b>-15,860.45</b>	<b>-106.9%</b>

Attachment: 2 P&amp;L Budget to Actual - Oct 13 (1486 : October Financial Report)

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## Southwest Colorado Council of Governments

## P&amp;L Budget vs. Actual 2013

January through December 2013

11/14/13

Accrual Basis

	TOTAL			
	Jan - Dec 13	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
4000 · Sales	10,020.00	8,055.00	1,965.00	124.4%
4001 · Fiber Access (ramp) fee	0.00	23,200.00	-23,200.00	0.0%
4002 · Internet Usage	0.00	66,608.00	-66,608.00	0.0%
4003 · Internet Admin Fee	0.00	5,293.00	-5,293.00	0.0%
4005 · E-tics	8,400.00	8,400.00	0.00	100.0%
4010 · Grant-DOLA Admin	27,070.22	79,314.00	-52,243.78	34.1%
4020 · Grant DOLA-Construction	815,042.16	1,260,840.00	-445,797.84	64.6%
4040 · Grant-Transit	0.00	11,000.00	-11,000.00	0.0%
4041 · All Hazards Grant	204,375.72	237,376.00	-33,000.28	86.1%
4950 · Match-GOV Admin	82,644.40	85,579.00	-2,934.60	96.6%
4951 · Match-GOV Construction	6,731.39	30,000.00	-23,268.61	22.4%
4952 · Region 9-Matching Funds	16,422.74	21,465.00	-5,042.26	76.5%
4953 · Housing Matching Funds	38,000.00	38,000.00	0.00	100.0%
4955 · In Kind Project Match	262,487.18	374,203.00	-111,715.82	70.1%
4956 · Matching Funds-Other	0.00	20,000.00	-20,000.00	0.0%
<b>Total Income</b>	<b>1,471,193.81</b>	<b>2,269,333.00</b>	<b>-798,139.19</b>	<b>64.8%</b>
<b>Cost of Goods Sold</b>				
5000 · Cost of Goods Sold	333.75	6,041.00	-5,707.25	5.5%
<b>Total COGS</b>	<b>333.75</b>	<b>6,041.00</b>	<b>-5,707.25</b>	<b>5.5%</b>
<b>Gross Profit</b>	<b>1,470,860.06</b>	<b>2,263,292.00</b>	<b>-792,431.94</b>	<b>65.0%</b>
<b>Expense</b>				
5009 · Bookkeeper	0.00	20,000.00	-20,000.00	0.0%
5200 · All Hazard Project	188,531.07	191,282.00	-2,750.93	98.6%
5401 · Software Maintenance (E-Tic)	7,000.00	8,400.00	-1,400.00	83.3%
5402 · Hardware Maint. (smart net)	0.00	36,200.00	-36,200.00	0.0%
5403 · Dark Fiber Leasing	7,470.00	0.00	7,470.00	100.0%
5410 · Rent	0.00	300.00	-300.00	0.0%
5510 · Travel & Ent	630.73	5,005.00	-4,374.27	12.6%
5512 · Meeting Exp	85.07	2,548.00	-2,462.93	3.3%
5514 · Professional Fees.	0.00	8,500.00	-8,500.00	0.0%
5515 · Legal Fees	1,249.35	7,196.00	-5,946.65	17.4%
5520 · Advertising	585.26	1,516.00	-930.74	38.6%
5521 · Website	120.00	930.00	-810.00	12.9%
5525 · Audit	8,250.00	10,388.00	-2,138.00	79.4%
5526 · Internet Connectivity (100 Mb)	2,166.65	15,000.00	-12,833.35	14.4%
5527 · Internet & software	0.00	1,026.00	-1,026.00	0.0%
5528 · Fiber Locates	0.00	15,000.00	-15,000.00	0.0%
5529 · Inter-Reg. Fiber Routes- leases	0.00	23,250.00	-23,250.00	0.0%
5532 · Postage	0.00	263.00	-263.00	0.0%
5535 · Printing/Reproduction	0.00	607.00	-607.00	0.0%
5540 · Membership/Sub	250.00	250.00	0.00	100.0%
5550 · Supplies	632.53	300.00	332.53	210.8%
5555 · Liability Insurance	2,693.00	2,693.00	0.00	100.0%
5637 · SCAN GM	9,645.05	25,000.00	-15,354.95	38.6%
5638 · Region 9 EDD	32,845.43	30,861.00	1,984.43	106.4%
5639 · Infor Services-Project Mgmt	0.00	1,280.00	-1,280.00	0.0%
5640 · Consulting	17,352.48	42,610.00	-25,257.52	40.7%
5641 · Regional Project Mgmt	30,669.15	22,233.00	8,436.15	137.9%
5642 · Project Engineering & Mgmt	26,367.75	85,039.00	-58,671.25	31.0%
5643 · Transit	628.41	11,000.00	-10,371.59	5.7%
5644 · AmeriCorp Member	0.00	1,500.00	-1,500.00	0.0%
5645 · Project Construction	787,461.60	1,260,840.00	-473,378.40	62.5%
5646 · Housing Matching Fund Expense	24,111.95	38,000.00	-13,888.05	63.5%
5650 · training/conf	0.00	571.00	-571.00	0.0%
5955 · In Kind Project expense	262,487.18	374,203.00	-111,715.82	70.1%
<b>Total Expense</b>	<b>1,411,232.66</b>	<b>2,243,791.00</b>	<b>-832,558.34</b>	<b>62.9%</b>
<b>Net Income</b>	<b>59,627.40</b>	<b>19,501.00</b>	<b>40,126.40</b>	<b>305.8%</b>

Attachment: 2 P&amp;L Budget to Actual - Oct 13 (1486 : October Financial Report)

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 11/14/13  
 Accrual Basis

**Southwest Colorado Council of Governments**  
**Profit & Loss Detail**  
 October 2013

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
<b>Income</b>									
<b>4000 · Sales</b>									
Invoice	10/1/2013	104619	Cedar Networks	4th Qtr 2013 ...	900-SCAN		1200 · Accoun...	1,095.00	1,095.00
Invoice	10/1/2013	104620	BrainStorm	4th Qtr Dark ...	900-SCAN		1200 · Accoun...	960.00	2,055.00
Invoice	10/1/2013	104621	Fast Track Commu...	4th Qtr 2013 ...	900-SCAN		1200 · Accoun...	870.00	2,925.00
Total 4000 · Sales								2,925.00	2,925.00
<b>4010 · Grant-DOLA Admin</b>									
Invoice	10/31/2013	104638	DOLA	Draw #22	830-Tele...		1200 · Accoun...	12,582.65	12,582.65
Total 4010 · Grant-DOLA Admin								12,582.65	12,582.65
<b>4020 · Grant DOLA-Construction</b>									
Invoice	10/31/2013	104638	DOLA	Draw #22	830-Tele...		1200 · Accoun...	81,859.69	81,859.69
Total 4020 · Grant DOLA-Construction								81,859.69	81,859.69
<b>4041 · All Hazards Grant</b>									
Invoice	10/8/2013	104636	State of Colorado	2011 All Haz...	200-All H...		1200 · Accoun...	4,348.00	4,348.00
Total 4041 · All Hazards Grant								4,348.00	4,348.00
<b>4950 · Match-GOV Admin</b>									
General Journal	10/31/2013	10-13-1		Defered reve...	830-Tele...		2210 · Deferre...	1,848.00	1,848.00
Invoice	10/31/2013	104640	Ignacio	Admin Match...	830-Tele...		1200 · Accoun...	1.13	1,849.13
Invoice	10/31/2013	104641	City of Cortez.	Admin Match...	830-Tele...		1200 · Accoun...	250.80	2,099.93
Invoice	10/31/2013	104642	City of Durango.	Admin Match...	830-Tele...		1200 · Accoun...	79.17	2,179.10
Invoice	10/31/2013	104643	La Plata County	Admin Match...	830-Tele...		1200 · Accoun...	79.16	2,258.26
Invoice	10/31/2013	104644	Town of Dolores	Admin Match...	830-Tele...		1200 · Accoun...	14.13	2,272.39
Invoice	10/31/2013	104645	Town of Silverton	Admin Match...	830-Tele...		1200 · Accoun...	21.00	2,293.39
Invoice	10/31/2013	104646	Town of Dove Creek	Admin Match...	830-Tele...		1200 · Accoun...	230.59	2,523.98
Invoice	10/31/2013	104647	Town of Bayfield	Admin Match...	830-Tele...		1200 · Accoun...	108.26	2,632.24
Total 4950 · Match-GOV Admin								2,632.24	2,632.24
<b>4951 · Match-GOV Construction</b>									
Invoice	10/31/2013	104640	Ignacio	Admin Match...	830-Tele...		1200 · Accoun...	10.87	10.87
Invoice	10/31/2013	104644	Town of Dolores	Admin Match...	830-Tele...		1200 · Accoun...	10.87	21.74
Invoice	10/31/2013	104647	Town of Bayfield	Admin Match...	830-Tele...		1200 · Accoun...	21.74	43.48
Total 4951 · Match-GOV Construction								43.48	43.48
<b>4952 · Region 9-Matching Funds</b>									
Invoice	10/31/2013	104637	Region 9 EDD	October 50%...	830-Tele...		1200 · Accoun...	1,279.25	1,279.25
Invoice	10/31/2013	104637	Region 9 EDD	Inv 100935 5...	830-Tele...		1200 · Accoun...	6,707.91	7,987.16
Total 4952 · Region 9-Matching Funds								7,987.16	7,987.16

Attachment: 3 P&L Detail- Oct 13 (1486 : October Financial Report)

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 Accrual Basis

**Southwest Colorado Council of Governments**  
**Profit & Loss Detail**  
**October 2013**

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
<b>4955 · In Kind Project Match</b>									
Bill	10/24/2013	345	Town of Pagosa Sp...	75% reimbur...	830-Tele...		20000 · Accou...	20,582.61	20,582.61
Bill	10/31/2013	362013	Ignacio	Invoice 362013	830-Tele...		20000 · Accou...	193.44	20,776.05
Bill	10/31/2013	RFR #7	Cortez	Cortez RFR #7	830-Tele...		20000 · Accou...	3,515.94	24,291.99
Bill	10/31/2013	Inv 92...	Town of Dolores	Inv 9247 SC...	830-Tele...		20000 · Accou...	2,875.00	27,166.99
Total 4955 · In Kind Project Match								27,166.99	27,166.99
Total Income								139,545.21	139,545.21
Gross Profit								139,545.21	139,545.21
<b>Expense</b>									
<b>5200 · All Hazard Project</b>									
Bill	10/28/2013	2011 ...	J&B Trailer World	2011 P4 All ...	200-All H...		20000 · Accou...	4,195.00	4,195.00
Bill	10/28/2013	2011 ...	J&B Trailer World	2011 P4 All ...	200-All H...		20000 · Accou...	153.00	4,348.00
Bill	10/31/2013	2010 ...	Mobile Radio Com...	2010 P5 All ...	200-All H...		20000 · Accou...	20.00	4,368.00
Bill	10/31/2013	2010 ...	Mobile Radio Com...	2010 Project ...	200-All H...		20000 · Accou...	405.00	4,773.00
Total 5200 · All Hazard Project								4,773.00	4,773.00
<b>5401 · Software Maintenance (E-Tic)</b>									
Bill	10/22/2013	1309-...	Mid-State Consulta...	Inv#1309-304...	900-SCAN		20000 · Accou...	700.00	700.00
Total 5401 · Software Maintenance (E-Tic)								700.00	700.00
<b>5403 · Dark Fiber Leasing</b>									
Bill	10/31/2013	2013 ...	City of Durango	Dark Fiiber Bi...	900-SCAN		20000 · Accou...	7,470.00	7,470.00
Total 5403 · Dark Fiber Leasing								7,470.00	7,470.00
<b>5515 · Legal Fees</b>									
Bill	10/31/2013	2870,...	Law Office of David ...	Inv# 2870,28...	100-Gen...		20000 · Accou...	428.55	428.55
Total 5515 · Legal Fees								428.55	428.55
<b>5521 · Website</b>									
Bill	10/31/2013	SWC-...	Pixel Right	Inv# SWC-O...	100-Gen...		20000 · Accou...	120.00	120.00
Total 5521 · Website								120.00	120.00
<b>5526 · Internet Connectivity (100 Mb)</b>									
Bill	10/16/2013	Thru ...	Fast Track	Internet Fees...	900-SCAN		20000 · Accou...	1,416.65	1,416.65
Deposit	10/16/2013	1590	Arona Enterprises L...	Paid for Igna...	900-SCAN		1001 · 1st Sou...	-500.00	916.65
Total 5526 · Internet Connectivity (100 Mb)								916.65	916.65
<b>5637 · SCAN GM</b>									
Bill	10/31/2013	146	Arona Enterprises	Consulting S...	900-SCAN		20000 · Accou...	2,000.00	2,000.00
Total 5637 · SCAN GM								2,000.00	2,000.00

Attachment: 3 P&L Detail- Oct 13 (1486 : October Financial Report)



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 Accrual Basis

**Southwest Colorado Council of Governments**  
**Profit & Loss Detail**  
**October 2013**

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
<b>5638 · Region 9 EDD</b>									
Bill	10/31/2013	100956	Region 9 EDD of S...	Reimburse O...	830-Tele...		20000 · Accou...	2,558.49	2,558.49
Bill	10/31/2013	100935	Region 9 EDD of S...	Reimburse O...	830-Tele...		20000 · Accou...	13,415.82	15,974.31
Total 5638 · Region 9 EDD								15,974.31	15,974.31
<b>5640 · Consulting</b>									
Bill	10/22/2013	38-16...	Uni-staff Services	GIS INTERN ...	830-Tele...		20000 · Accou...	744.80	744.80
Bill	10/28/2013	2011 ...	Lori Johnson	2011 All Haz...	200-All H...		20000 · Accou...	881.50	1,626.30
Bill	10/28/2013	2011 ...	Lori Johnson	2011 All Haz...	200-All H...		20000 · Accou...	120.28	1,746.58
Total 5640 · Consulting								1,746.58	1,746.58
<b>5641 · Regional Project Mgmt</b>									
Bill	10/31/2013	146	Arona Enterprises	Consulting O...	830-Tele...		20000 · Accou...	2,521.74	2,521.74
Total 5641 · Regional Project Mgmt								2,521.74	2,521.74
<b>5642 · Project Engineering &amp; Mgmt</b>									
Bill	10/31/2013	146	Town of Dolores	Oct 13	830-Tele...		20000 · Accou...	43.48	43.48
Bill	10/31/2013	146	Ignacio	Oct 13	830-Tele...		20000 · Accou...	43.48	86.96
Bill	10/31/2013	146	Bayfield	Oct 13	830-Tele...		20000 · Accou...	86.96	173.92
Bill	10/31/2013	146	Pagosa Springs/ Ar...	Oct 13	830-Tele...		20000 · Accou...	304.34	478.26
Total 5642 · Project Engineering & Mgmt								478.26	478.26
<b>5643 · Transit</b>									
Bill	10/16/2013	Inv 001	Erica Keter	Oct1 -Oct 15 ...	100-Gen...		20000 · Accou...	250.00	250.00
Bill	10/28/2013	002	Erica Keter	Oct16 -Oct 3...	100-Gen...		20000 · Accou...	250.00	500.00
Total 5643 · Transit								500.00	500.00
<b>5645 · Project Construction</b>									
Bill	10/24/2013	345	Town of Pagosa Sp...	75% reimbur...	830-Tele...		20000 · Accou...	61,747.85	61,747.85
Bill	10/31/2013	362013	Ignacio	75% reimbur...	830-Tele...		20000 · Accou...	580.32	62,328.17
Bill	10/31/2013	RFR #7	Cortez	75% reimbur...	830-Tele...		20000 · Accou...	10,547.82	72,875.99
Bill	10/31/2013	Inv 92...	Town of Dolores	Inv 9247 SC...	830-Tele...		20000 · Accou...	8,625.00	81,500.99
Total 5645 · Project Construction								81,500.99	81,500.99
<b>5646 · Housing Matching Fund Expense</b>									
Bill	10/31/2013	100956	Region 9 EDD of S...	Tony Casale-...	100-Gen...		20000 · Accou...	3,490.61	3,490.61
Bill	10/31/2013	100956	Region 9 EDD of S...	Erica Keter 9/...	100-Gen...		20000 · Accou...	207.00	3,697.61
Total 5646 · Housing Matching Fund Expense								3,697.61	3,697.61

Attachment: 3 P&L Detail- Oct 13 (1486 : October Financial Report)

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11/14/13

Accrual Basis

Southwest Colorado Council of Governments  
Profit & Loss Detail  
October 2013

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
<b>5955 · In Kind Project expense</b>									
Bill	10/24/2013	345	Town of Pagosa Sp...	75% reimbur...	830-Tele...		20000 · Accou...	20,582.61	20,582.61
Bill	10/31/2013	362013	Ignacio	Invoice 362013	830-Tele...		20000 · Accou...	193.44	20,776.05
Bill	10/31/2013	RFR #7	Cortez	Cortez RFR #7	830-Tele...		20000 · Accou...	3,515.94	24,291.99
Bill	10/31/2013	Inv 92...	Town of Dolores	Inv 9247 SC...	830-Tele...		20000 · Accou...	2,875.00	27,166.99
Total 5955 · In Kind Project expense								27,166.99	27,166.99
Total Expense								149,994.68	149,994.68
<b>Net Income</b>								<b>-10,449.47</b>	<b>-10,449.47</b>

Attachment: 3 P&L Detail- Oct 13 (1486 : October Financial Report)

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## Southwest Colorado Council of Governments

## Profit &amp; Loss by Class

October 2013

11/14/13

Accrual Basis

	100-General	200-All Hazards	830-Telecom	900-SCAN	TOTAL
<b>Income</b>					
4000 · Sales	0.00	0.00	0.00	2,925.00	2,925.00
4010 · Grant-DOLA Admin	0.00	0.00	12,582.65	0.00	12,582.65
4020 · Grant DOLA-Construction	0.00	0.00	81,859.69	0.00	81,859.69
4041 · All Hazards Grant	0.00	4,348.00	0.00	0.00	4,348.00
4950 · Match-GOV Admin	0.00	0.00	2,632.24	0.00	2,632.24
4951 · Match-GOV Construction	0.00	0.00	43.48	0.00	43.48
4952 · Region 9-Matching Funds	0.00	0.00	7,987.16	0.00	7,987.16
4955 · In Kind Project Match	0.00	0.00	27,166.99	0.00	27,166.99
<b>Total Income</b>	<b>0.00</b>	<b>4,348.00</b>	<b>132,272.21</b>	<b>2,925.00</b>	<b>139,545.21</b>
<b>Gross Profit</b>	<b>0.00</b>	<b>4,348.00</b>	<b>132,272.21</b>	<b>2,925.00</b>	<b>139,545.21</b>
<b>Expense</b>					
5200 · All Hazard Project	0.00	4,773.00	0.00	0.00	4,773.00
5401 · Software Maintenance (E-Tic)	0.00	0.00	0.00	700.00	700.00
5403 · Dark Fiber Leasing	0.00	0.00	0.00	7,470.00	7,470.00
5515 · Legal Fees	428.55	0.00	0.00	0.00	428.55
5521 · Website	120.00	0.00	0.00	0.00	120.00
5526 · Internet Connectivity (100 Mb)	0.00	0.00	0.00	916.65	916.65
5637 · SCAN GM	0.00	0.00	0.00	2,000.00	2,000.00
5638 · Region 9 EDD	0.00	0.00	15,974.31	0.00	15,974.31
5640 · Consulting	0.00	1,001.78	744.80	0.00	1,746.58
5641 · Regional Project Mgmt	0.00	0.00	2,521.74	0.00	2,521.74
5642 · Project Engineering & Mgmt	0.00	0.00	478.26	0.00	478.26
5643 · Transit	500.00	0.00	0.00	0.00	500.00
5645 · Project Construction	0.00	0.00	81,500.99	0.00	81,500.99
5646 · Housing Matching Fund Expense	3,697.61	0.00	0.00	0.00	3,697.61
5955 · In Kind Project expense	0.00	0.00	27,166.99	0.00	27,166.99
<b>Total Expense</b>	<b>4,746.16</b>	<b>5,774.78</b>	<b>128,387.09</b>	<b>11,086.65</b>	<b>149,994.68</b>
<b>Net Income</b>	<b>-4,746.16</b>	<b>-1,426.78</b>	<b>3,885.12</b>	<b>-8,161.65</b>	<b>-10,449.47</b>

Attachment: 4 Income Statement- Oct 13 (1486 : October Financial Report)

2:51 PM  
11/11/13

**Southwest Colorado Council of Governments  
Reconciliation Detail  
1001 - 1st Southwest Bank, Period Ending 10/31/2013**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						133,582.82
<b>Cleared Transactions</b>						
<b>Checks and Payments - 12 items</b>						
Bill Pmt -Check	8/28/2013	1331	City of Cortez	X	-43,479.75	-43,479.75
Bill Pmt -Check	8/30/2013	1333	ISC Wyoming	X	-16,276.95	-59,756.70
Bill Pmt -Check	8/30/2013	1332	IT Outlet Inc	X	-2,485.00	-62,241.70
Bill Pmt -Check	8/31/2013	1336	Region 9 EDD of S...	X	-13,593.40	-75,835.10
Bill Pmt -Check	9/3/2013	1334	Cabela's	X	-10,490.83	-86,325.93
Bill Pmt -Check	9/24/2013	1345	Mid-State Consultants	X	-700.00	-87,025.93
General Journal	9/30/2013	9-13-2		X	-65,441.47	-152,467.40
Bill Pmt -Check	9/30/2013	1349	Arona Enterprises	X	-5,000.00	-157,467.40
Bill Pmt -Check	9/30/2013	1348	Uni-staff Services	X	-372.40	-157,839.80
Bill Pmt -Check	10/16/2013	1353	Fast Track	X	-1,416.65	-159,256.45
Bill Pmt -Check	10/16/2013	1352	Erica Keter	X	-250.00	-159,506.45
Bill Pmt -Check	10/28/2013	1357	Erica Keter	X	-250.00	-159,756.45
<b>Total Checks and Payments</b>					-159,756.45	-159,756.45
<b>Deposits and Credits - 16 items</b>						
General Journal	9/30/2013	9-13-2		X	65,441.47	65,441.47
Deposit	10/1/2013			X	1,147.38	66,588.85
Deposit	10/7/2013			X	2,712.80	69,301.65
Deposit	10/8/2013			X	1,581.38	70,883.03
Deposit	10/10/2013			X	760.11	71,643.14
Deposit	10/11/2013			X	1,095.00	72,738.14
Deposit	10/15/2013			X	529.69	73,267.83
Deposit	10/16/2013			X	500.00	73,767.83
Deposit	10/16/2013			X	870.00	74,637.83
Deposit	10/16/2013			X	2,637.08	77,274.91
Deposit	10/22/2013			X	14.07	77,288.98
Deposit	10/23/2013			X	4,348.00	81,636.98
Deposit	10/24/2013			X	214,262.80	295,899.78
Deposit	10/28/2013			X	23.59	295,923.37
Deposit	10/30/2013			X	58.48	295,981.85
Bill Pmt -Check	10/31/2013	1364	City of Cortez	X	0.00	295,981.85
<b>Total Deposits and Credits</b>					295,981.85	295,981.85
<b>Total Cleared Transactions</b>					136,225.40	136,225.40
<b>Cleared Balance</b>					136,225.40	269,808.22
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 23 items</b>						
Bill Pmt -Check	8/20/2013	1327	Town of Pagosa Spr...		-27,000.00	-27,000.00
Bill Pmt -Check	8/26/2013	1328	Town of Bayfield.		-115,828.55	-142,828.55
Bill Pmt -Check	8/31/2013	1338	Town of Pagosa Spr...		-13,500.00	-156,328.55
Bill Pmt -Check	9/24/2013	1346	Dolores County.		-14,673.97	-171,002.52
Bill Pmt -Check	9/24/2013	1344	City of Cortez		-9,518.01	-180,520.53
Bill Pmt -Check	9/27/2013	1347	Town of Pagosa Spr...		-11,617.69	-192,138.22
Bill Pmt -Check	9/30/2013	1351	Town of Bayfield.		-36,708.43	-228,846.65
Bill Pmt -Check	9/30/2013	1350	Region 9 EDD of S...		-6,720.94	-235,567.59
Bill Pmt -Check	10/22/2013	1355	Uni-staff Services		-744.80	-236,312.39
Bill Pmt -Check	10/22/2013	1354	Mid-State Consultants		-700.00	-237,012.39
Bill Pmt -Check	10/24/2013	1356	Town of Pagosa Spr...		-61,747.85	-298,760.24
Bill Pmt -Check	10/28/2013	1358	J&B Trailer World		-4,348.00	-303,108.24
Bill Pmt -Check	10/28/2013	1359	Lori Johnson		-1,001.78	-304,110.02
Bill Pmt -Check	10/31/2013	1362	Region 9 EDD of S...		-13,415.82	-317,525.84
Bill Pmt -Check	10/31/2013	1365	City of Cortez		-10,547.82	-328,073.66
Bill Pmt -Check	10/31/2013	1369	Town of Dolores.		-8,625.00	-336,698.66
Bill Pmt -Check	10/31/2013	1368	City of Durango		-7,470.00	-344,168.66
Bill Pmt -Check	10/31/2013	1361	Region 9 EDD of S...		-6,256.10	-350,424.76
Bill Pmt -Check	10/31/2013	1360	Arona Enterprises		-5,000.00	-355,424.76
Bill Pmt -Check	10/31/2013	1363	Town of Ignacio		-580.32	-356,005.08
Bill Pmt -Check	10/31/2013	1370	Law Office of David ...		-428.55	-356,433.63

*cdj pmt memo reconciled this report on 11/11/13*

**Attachment: 5 October 2013 Bank Statement and Recon (1486 : October Financial Report)**

2:51 PM  
11/11/13

**Southwest Colorado Council of Governments  
Reconciliation Detail  
1001 - 1st Southwest Bank, Period Ending 10/31/2013**

Type	Date	Num	Name	Clr	Amount	Balance
Bill Pmt -Check	10/31/2013	1366	Mobile Radio Comm...		-425.00	-356,858.63
Bill Pmt -Check	10/31/2013	1367	Pixel Right		-120.00	-356,978.63
Total Checks and Payments					<u>-356,978.63</u>	<u>-356,978.63</u>
Total Uncleared Transactions					<u>-356,978.63</u>	<u>-356,978.63</u>
Register Balance as of 10/31/2013					-220,753.23	-87,170.41
<b>New Transactions</b>						
<b>Checks and Payments - 2 items</b>						
Bill Pmt -Check	11/11/2013	1372	Fast Track		-1,250.00	-1,250.00
Bill Pmt -Check	11/11/2013	1371	CASH		-250.00	-1,500.00
Total Checks and Payments					<u>-1,500.00</u>	<u>-1,500.00</u>
<b>Deposits and Credits - 1 item</b>						
Deposit	11/5/2013				216.75	216.75
Total Deposits and Credits					<u>216.75</u>	<u>216.75</u>
Total New Transactions					<u>-1,283.25</u>	<u>-1,283.25</u>
<b>Ending Balance</b>					<u><u>-222,036.48</u></u>	<u><u>-88,453.66</u></u>

Attachment: 5 October 2013 Bank Statement and Recon (1486 : October Financial Report)



# 1st SouthWest Bank

Alamosa • Center • Del Norte • Cortez  
Durango • Saguache • Pagosa Springs

720 Main St., PO Box 1139 • Alamosa, Colorado 81101  
719-587-4200 or 866-641-FSWB (3792)

071 00065 01

ACCOUNT:

DOCUMENTS:

XXXXXX2610

23

PAGE: 1

10/31/2013

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.B.1.f

SW CO COUNCIL OF GOVERNMENTS  
WILLIAM TOOKEY  
LAURA LEWIS MARCHINO  
295 A GIRARD ST  
DURANGO CO 81303

30  
12  
11

=====

FSB Non-Profit Checking ACCOUNT XXXXXX2610

=====

AVG AVAILABLE BALANCE	170,721.59	LAST STATEMENT 09/30/13	133,582.82
AVERAGE BALANCE	170,721.59	14 CREDITS	230,540.38
		11 DEBITS	94,314.98
		THIS STATEMENT 10/31/13	269,808.22

----- DEPOSITS -----			
REF #	DATE	AMOUNT	AMOUNT
10/01		1,147.38	10/15 529.69
10/08		1,581.38	10/16 500.00
10/10		760.11	10/16 870.00
10/11		1,095.00	10/16 2,637.08
			10/22 14.07
			10/25 214,262.80
			10/29 23.59
			10/30 58.48

----- OTHER CREDITS -----			
DESCRIPTION		DATE	AMOUNT
STATE OF COLO. CDPS GRANT XXXXX5254 *		10/07	2,712.80
STATE OF COLO. CDPS GRANT XXXXX5254 *		10/23	4,348.00

----- CHECKS -----					
CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT
1331	10/31	43,479.75	1336*	10/30	13,593.40
1332	10/01	2,485.00	1345*	10/01	700.00
1333	10/30	16,276.95	1348	10/07	372.40
1334*	10/04	10,490.83	1349*	10/08	5,000.00
					1352 10/22 250.00
					1353*10/22 1,416.65
					1357 10/30 250.00

(\* ) INDICATES A GAP IN CHECK NUMBER SEQUENCE

\* \* \* C O N T I N U E D \* \* \*

Attachment: 5 October 2013 Bank Statement and Recon (1486 : October Financial Report)



Alamosa • Center • Del Norte • Cortez  
Durango • Saguache • Pagosa Springs

720 Main St., PO Box 1139 • Alamosa, Colorado 81101  
719-587-4200 or 866-641-FSWB (3792)

071 00065 01

ACCOUNT:

DOCUMENTS:

XXXXXX2610

23

PAGE: 2

10/31/2013

4.B.1.f

SW CO COUNCIL OF GOVERNMENTS  
WILLIAM TOOKEY  
LAURA LEWIS MARCHINO

FSB Non-Profit Checking ACCOUNT XXXXXX2610

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

*****				
*		TOTAL FOR	TOTAL	*
*		THIS PERIOD	YEAR TO DATE	*
-----				
*	TOTAL OVERDRAFT FEES:	\$ .00	\$ .00	*
*	TOTAL RETURNED ITEM FEES:	\$ .00	\$ .00	*
*****				

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
10/01	131,545.20	10/11	121,831.26	10/25	343,326.25
10/04	121,054.37	10/15	122,360.95	10/29	343,349.84
10/07	123,394.77	10/16	126,368.03	10/30	313,287.97
10/08	119,976.15	10/22	124,715.45	10/31	269,808.22
10/10	120,736.26	10/23	129,063.45		

- END OF STATEMENT -

Attachment: 5 October 2013 Bank Statement and Recon (1486 : October Financial Report)

DATE	10-22-13
ACCOUNT	288 A SWCDO
CHECKS	
DEPOSIT	14.07
TOTAL CASH	14.07
TOTAL DEBIT	
TOTAL BALANCE	14.07

SOUTHWEST COLORADO OF GOVERNMENTS  
288 A SWCDO ST  
DANVER CO 81303

1st Southwest Bank

\$ 14.07

⑆102107034⑆656102610⑆ 009

\$14.07 10/22/2013

DATE	10-16-13
ACCOUNT	288 A SWCDO
CHECKS	
DEPOSIT	370.00
TOTAL CASH	370.00
TOTAL DEBIT	
TOTAL BALANCE	370.00

SOUTHWEST COLORADO OF GOVERNMENTS  
288 A SWCDO ST  
DANVER CO 81303

1st Southwest Bank

\$ 370.00

⑆102107034⑆656102610⑆ 009

\$870.00 10/16/2013

DATE	10-16-13
ACCOUNT	288 A SWCDO
CHECKS	
DEPOSIT	23.59
TOTAL CASH	23.59
TOTAL DEBIT	
TOTAL BALANCE	23.59

SOUTHWEST COLORADO OF GOVERNMENTS  
288 A SWCDO ST  
DANVER CO 81303

1st Southwest Bank

\$ 23.59

⑆102107034⑆656102610⑆ 009

\$23.59 10/29/2013

DATE	10-11-13
ACCOUNT	288 A SWCDO
CHECKS	
DEPOSIT	1,095.00
TOTAL CASH	1,095.00
TOTAL DEBIT	
TOTAL BALANCE	1,095.00

SOUTHWEST COLORADO OF GOVERNMENTS  
288 A SWCDO ST  
DANVER CO 81303

1st Southwest Bank

\$ 1,095.00

⑆102107034⑆656102610⑆ 009

\$1,095.00 10/11/2013

DATE	10-30-13
ACCOUNT	288 A SWCDO
CHECKS	
DEPOSIT	58.48
TOTAL CASH	58.48
TOTAL DEBIT	
TOTAL BALANCE	58.48

SOUTHWEST COLORADO OF GOVERNMENTS  
288 A SWCDO ST  
DANVER CO 81303

1st Southwest Bank

\$ 58.48

⑆102107034⑆656102610⑆ 009

\$58.48 10/30/2013

DATE	10-11-13
ACCOUNT	288 A SWCDO
CHECKS	
DEPOSIT	1,147.38
TOTAL CASH	1,147.38
TOTAL DEBIT	
TOTAL BALANCE	1,147.38

SOUTHWEST COLORADO OF GOVERNMENTS  
288 A SWCDO ST  
DANVER CO 81303

1st Southwest Bank

\$ 1,147.38

⑆102107034⑆656102610⑆ 009

\$1,147.38 10/01/2013

DATE	10-16-13
ACCOUNT	288 A SWCDO
CHECKS	
DEPOSIT	500.00
TOTAL CASH	500.00
TOTAL DEBIT	
TOTAL BALANCE	500.00

SOUTHWEST COLORADO OF GOVERNMENTS  
288 A SWCDO ST  
DANVER CO 81303

1st Southwest Bank

\$ 500.00

⑆102107034⑆656102610⑆ 009

\$500.00 10/16/2013

DATE	10-08-13
ACCOUNT	288 A SWCDO
CHECKS	
DEPOSIT	1,581.38
TOTAL CASH	1,581.38
TOTAL DEBIT	
TOTAL BALANCE	1,581.38

SOUTHWEST COLORADO OF GOVERNMENTS  
288 A SWCDO ST  
DANVER CO 81303

1st Southwest Bank

\$ 1,581.38

⑆102107034⑆656102610⑆ 009

\$1,581.38 10/08/2013

DATE	10-15-13
ACCOUNT	288 A SWCDO
CHECKS	
DEPOSIT	529.69
TOTAL CASH	529.69
TOTAL DEBIT	
TOTAL BALANCE	529.69

SOUTHWEST COLORADO OF GOVERNMENTS  
288 A SWCDO ST  
DANVER CO 81303

1st Southwest Bank

\$ 529.69

⑆102107034⑆656102610⑆ 009

\$529.69 10/15/2013

DATE	10-16-13
ACCOUNT	288 A SWCDO
CHECKS	
DEPOSIT	2,637.08
TOTAL CASH	2,637.08
TOTAL DEBIT	
TOTAL BALANCE	2,637.08

SOUTHWEST COLORADO OF GOVERNMENTS  
288 A SWCDO ST  
DANVER CO 81303

1st Southwest Bank

\$ 2,637.08

⑆102107034⑆656102610⑆ 009

\$2,637.08 10/16/2013

DATE	10-10-13
ACCOUNT	288 A SWCDO
CHECKS	
DEPOSIT	760.11
TOTAL CASH	760.11
TOTAL DEBIT	
TOTAL BALANCE	760.11

SOUTHWEST COLORADO OF GOVERNMENTS  
288 A SWCDO ST  
DANVER CO 81303

1st Southwest Bank

\$ 760.11

⑆102107034⑆656102610⑆ 009

\$760.11 10/10/2013

DATE	10-25-13
ACCOUNT	288 A SWCDO
CHECKS	
DEPOSIT	214,262.80
TOTAL CASH	214,262.80
TOTAL DEBIT	
TOTAL BALANCE	214,262.80

SOUTHWEST COLORADO OF GOVERNMENTS  
288 A SWCDO ST  
DANVER CO 81303

1st Southwest Bank

\$ 214,262.80

⑆102107034⑆656102610⑆ 009

\$214,262.80 10/25/2013

Attachment: 5 October 2013 Bank Statement and Recon (1486 : October Financial Report)



**SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS**  
2934 GRAND STREET  
DURANGO, CO 81303

1331  
08/28/2013

PAY TO THE ORDER OF: City of Cortez \$ 43,479.75

Forty-Three Thousand Four Hundred Seventy-Nine and 75/100 DOLLARS

City of Cortez  
210 East Main Street  
Cortez, CO 81321

MEMO: RFR#5 as part of R3

#001331# 11021070344556102610#

1331 \$43,479.75 10/31/2013

**SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS**  
2934 GRAND STREET  
DURANGO, CO 81303

1348  
09/30/2013

PAY TO THE ORDER OF: TEMPAY, Inc \$ 372.40

Three Hundred Seventy-Two and 40/100 DOLLARS

TEMPAY, Inc  
JAF STATION  
P.O. BOX 3249  
NEW YORK, NY 10116-3249

MEMO: C26-1079776 #

#001348# 11021070344556102610#

1348 \$372.40 10/07/2013

**SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS**  
2934 GRAND STREET  
DURANGO, CO 81303

1332  
09/30/2013

PAY TO THE ORDER OF: IT Outlet Inc \$ 2,485.00

Two Thousand Four Hundred Eighty-Five and 00/100 DOLLARS

IT Outlet Inc  
731 E. 52nd St N  
Sour Falls, SD 57104

MEMO: 1006-L1-10

#001332# 11021070344556102610#

1332 \$2,485.00 10/01/2013

**SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS**  
2934 GRAND STREET  
DURANGO, CO 81303

1349  
09/30/2013

PAY TO THE ORDER OF: Arena Enterprises, LLC \$ 5,000.00

Five Thousand and 00/100 DOLLARS

Arena Enterprises  
1007 N. Cedar Drive  
Bayfield, CO 81522

MEMO: Inv#00145

#001349# 11021070344556102610#

1349 \$5,000.00 10/08/2013

**SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS**  
2934 GRAND STREET  
DURANGO, CO 81303

1333  
09/30/2013

PAY TO THE ORDER OF: ISC Wyoming, Inc \$ 16,276.95

Sixteen Thousand Two Hundred Seventy-Six and 95/100 DOLLARS

ISC Inc  
% Accounts Receivable  
401 E E St  
Casper, WY 82501-1920

MEMO: Routers for communities

#001333# 11021070344556102610#

1333 \$16,276.95 10/30/2013

**SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS**  
2934 GRAND STREET  
DURANGO, CO 81303

1352  
10/10/2013

PAY TO THE ORDER OF: Erica Kater \$ 250.00

Two Hundred Fifty and 00/100 DOLLARS

160 Metz Ln, #1501  
Durango, CO 81301

MEMO: Inv 001

#001352# 11021070344556102610#

1352 \$250.00 10/22/2013

**SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS**  
2934 GRAND STREET  
DURANGO, CO 81303

1334  
09/20/2013

PAY TO THE ORDER OF: Cabell's \$ 10,490.83

Ten Thousand Four Hundred Ninety and 83/100 DOLLARS

Cabell's  
4606 E. Cassin & Hillier  
One Cabella Dr.  
Sidney, NE 68160

MEMO: 2010 P5

#001334# 11021070344556102610#

1334 \$10,490.83 10/04/2013

**SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS**  
2934 GRAND STREET  
DURANGO, CO 81303

1353  
10/10/2013

PAY TO THE ORDER OF: Fast Track \$ 4,166.65

Four Thousand Four Hundred Sixteen and 65/100 DOLLARS

Fast Track  
779 Tech Center Drive, Suite 200  
Durango, CO 81301

MEMO: Thu Oct 31

#001353# 11021070344556102610#

1353 \$4,166.65 10/22/2013

**SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS**  
2934 GRAND STREET  
DURANGO, CO 81303

1336  
09/31/2013

PAY TO THE ORDER OF: Region 9 EDO of SWCO \$ 13,593.40

Thirteen Thousand Five Hundred Ninety-Three and 40/100 DOLLARS

Region 9 EDO of SWCO  
2934 Grand Street  
Durango, CO 81303

MEMO: 100933

#001336# 11021070344556102610#

1336 \$13,593.40 10/30/2013

**SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS**  
2934 GRAND STREET  
DURANGO, CO 81303

1357  
10/28/2013

PAY TO THE ORDER OF: Erica Kater \$ 250.00

Two Hundred Fifty and 00/100 DOLLARS

Erica Kater  
160 Metz Ln, #1501  
Durango, CO 81301

MEMO: Inv 002

#001357# 11021070344556102610#

1357 \$250.00 10/30/2013

**SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS**  
2934 GRAND STREET  
DURANGO, CO 81303

1345  
09/24/2013

PAY TO THE ORDER OF: MS-Data Consultants \$ 700.00

Seven Hundred and 00/100 DOLLARS

MS-Data Consultants  
1478 Horst, 200 West  
PO Box 515  
Nephi, UT 84648

MEMO: Inv#1508-6137

#001345# 11021070344556102610#

1345 \$700.00 10/01/2013

Attachment: 5 October 2013 Bank Statement and Recon (1486 : October Financial Report)

ITEM NO. (ID # 1482)

DATE: 12/6/2013

## AGENDA REQUEST

\*

**STAFF RESOURCE:** Miriam Gillow-Wiles, Director

**REQUESTING DEPT:** Southwest Colorado Council of  
Governments

**TYPE:** SWCCOG Budget

**SUBJECT:** 2014 Budget Approval

**BACKGROUND:**

The attached is the proposed 2014 budget with the SWTPR incorporated into the COG. 4010 DOLA Admin is the Sustainability Grant, which we will be modifying slightly and asking for an extension; these numbers are an estimate with the modifications.

**FISCAL IMPACT:****RECOMMENDED ACTION:**

Approve the SWCCOG 2014 Budget

**ATTACHMENTS:**

- 2014 SWCCOG Budget (XLSX)

# 2014 SWCCOG Preliminary Budget Detail

As of 11/26/13 SWCCOG

Revenue Source	Total Budget	General					All Hazards			SWIMT	SCAN					Total
	Acct # Name	(4006) Dues	(4953) Housing	(4010) DoLA Admin	(4040) Transit	(4007) TPR	(4041) 2011	(4041) 2012	(4041) 2013	(4004) SWIMT	(4009) Fiber Leasing	(4005) E-Tics	(4001) RAMP	(4002) Internet Leasing	(4010) DoLA Admin	
<b>Revenue</b>	575,287.00	120,000.00	5,800.00	25,000.00	9,000.00	10,500.00	126,851.00	37,596.00	133,240.00	55,000.00	11,700.00	8,400.00	12,600.00	9,600.00	10,000.00	575,287.00
		100	100	100	100	100	200	200	200	300	900	900	900	900	900	
<b>Expense</b>		Dues	Housing	DoLA Admin	Transit	TPR	2011	2012	2013	SWIMT	Dark Fiber	E-Tics	RAMP	Internet	DoLA Admin	Total
5530-RAMP Fees	12,600.00												12,600.00			12,600.00
5403- Fiber Lease Exp	11,115.00										11,115.00					11,115.00
5526-Internet Conect Exp	9,600.00													9,600.00		9,600.00
5200-All Hazards Project	280,421.00						121,635.00	32,208.00	126,578.00							280,421.00
5565-SWIM Pass Through	40,000.00									40,000.00						40,000.00
5568-SWIM Team Exp	10,000.00									10,000.00						10,000.00
5520- Advertising	250.00	250.00														250.00
5525-Audit Expense	7,500.00	7,500.00														7,500.00
5650-Conf/Seminar/Training	1,000.00	1,000.00														1,000.00
5560-Contract Services	48,200.00		5,800.00	15,000.00	9,000.00							8,400.00			10,000.00	48,200.00
5517-Data Back Up Exp.	325.00	325.00														325.00
5555-Liability Insurance	2,203.00	2,203.00														2,203.00
5558-Insurance Health																-
5515-Legal Fees	2,500.00	2,500.00														2,500.00
5540-Membership/Sub	400.00	400.00														400.00
5512-Meeting Exp	500.00	500.00														500.00
5570-Car Allowance/Mileage	6,100.00	3,600.00				2,500.00										6,100.00
5523-Payroll Processing Fees	1,800.00	1,800.00														1,800.00
5532-Postage	125.00	125.00														125.00
5535-Printing & Reproduction	500.00	500.00														500.00
5410-Rent	12.00	12.00														12.00
5550-Supplies- Office	2,500.00	1,212.00						588.00	700.00							2,500.00
5521-Telephone/Web/Internet	2,240.00	2,240.00														2,240.00
5510-Travel Exp	5,066.00	2,000.00				2,500.00	566.00									5,066.00
5580-Salary Director	62,500.00	47,500.00		5,000.00		2,500.00	2,000.00	2,150.00	2,350.00	1,000.00						62,500.00
5585- Director Payroll Taxes	5,000.00	5,000.00														5,000.00
Salary Director & Other Bene 21%	13,125.00	13,125.00														13,125.00
5661-Contract Accounting	25,000.00	9,088.00		2,000.00		1,000.00	2,650.00	2,650.00	3,612.00	4,000.00						25,000.00
5580-PT Admin Assist	10,000.00	5,000.00		3,000.00		2,000.00										10,000.00
5585-PT Admin P/R Taxes	800.00	800.00														800.00
<b>Total Expenses</b>	<b>561,382.00</b>	<b>106,680.00</b>	<b>5,800.00</b>	<b>25,000.00</b>	<b>9,000.00</b>	<b>10,500.00</b>	<b>126,851.00</b>	<b>37,596.00</b>	<b>133,240.00</b>	<b>55,000.00</b>	<b>11,115.00</b>	<b>8,400.00</b>	<b>12,600.00</b>	<b>9,600.00</b>	<b>10,000.00</b>	<b>561,382.00</b>
<b>Profit/(Loss)</b>	<b>13,905.00</b>	<b>13,320.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>585.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>13,905.00</b>

Recon

Attachment: 2014 SWCCOG Budget (1482 : 2014 Budget Approval)

ITEM NO. (ID # 1446)

DATE: 12/6/2013

## AGENDA REQUEST

\*DECISION

**STAFF RESOURCE:** Miriam Gillow-Wiles, Director

**REQUESTING DEPT:** Southwest Colorado Council of  
Governments

**TYPE:** SWCCOG Item

**SUBJECT:** Personnel Policy

**BACKGROUND:**

The COG has never had an employee and as such did not need a personnel policy until recently. The attached has been reviewed by the executive committee and legal.

**FISCAL IMPACT:**

**RECOMMENDED ACTION:**

Approve the attached Personnel Policies.

**ATTACHMENTS:**

- Personnel Policy 29 November 2013 DRAFT (DOC)

# SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

## PERSONNEL POLICY

Adopted: Day Month Year

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## IMPORTANT NOTICE

At the SWCCOG, neither the employee nor the SWCCOG is committed to an employment relationship for a fixed period of time. Employment with the SWCCOG is at-will. Either the SWCCOG or the employee has the right to terminate the employment at any time, for any reason. The language used in this handbook and any verbal statements by management are not intended to constitute a contract of employment either express or implied, nor is there a guarantee of employment for any specific duration. No representative of the SWCCOG, other than the SWCCOG Board has authority to enter into an agreement of employment for a specified period and such agreement must be in writing, authorized and approved by the SWCCOG Board and signed by the Chair and the employee.

The contents of the handbook are summary guidelines for employees and therefore are not all inclusive. The SWCCOG reserves the right to suspend, terminate, interpret or change any or all of the guidelines mentioned, along with any other procedures, practices, benefits or other programs of the SWCCOG. These changes may occur at any time, with or without notice.

In the event that any provision of this handbook is held invalid for any reason the remaining provisions shall remain in full force and effect.

## PART I – GENERAL EMPLOYMENT PROVISIONS

### GENERAL

#### SWCCOG Board

The SWCCOG Board is the ultimate policy making authority for the SWCCOG and has the prime responsibility, at will, for changing this Personnel Policy with or without notice. The SWCCOG Director is directly responsible to the SWCCOG Board. The SWCCOG Board ~~and~~ functions as the supervisor for the Director.

#### SWCCOG Director

The SWCCOG Director has the overall responsibility for the administration of the personnel system for the SWCCOG. This includes recruitment, selection, classification, pay, fringe benefits, training, evaluations, records/procedures, creation and abolition of positions not otherwise handled by SWCCOG By-Laws, and other duties or functions required in the employee handbook. In the event there is no Human Resources Director and or Finance Director, the SWCCOG Director will assume those duties.

#### Department Heads and Supervisors

Department heads and supervisory personnel shall be responsible for facilitating the adjustment of the employee to the work situation by providing a clear statement of the duties and official relationships; proper introduction to other employees with whom he/she will be working; instruction to perform the functions and safety precautions; and discussing with the new employee at frequent intervals the progress being made in learning and performing work. Department heads and supervisors are also expected to cooperate fully with the SWCCOG Director/Director of Human Resources in training programs, grievance procedures, employee relations, and all other personnel functions where cooperation is needed to effect proper administration.

### CLASSIFICATION PLAN

Each position in the SWCCOG service is assigned by the SWCCOG Director to an appropriate classification based on the duties and responsibilities of that position.

The SWCCOG Director and the Director of Human Resources are primarily responsible for the proper and continuous maintenance of the Classification Plan so that the plan reflects the duties being performed by each employee and the characteristics of the class to which each position is allocated.

The SWCCOG Director may create or abolish positions unless that authority is superseded or specified differently in the SWCCOG By-Laws and adoption by the Board.

**Commented [D1]:** Apart from the By-Laws, should provision require consent of the Board?

Attachment: Personnel Policy 29 November 2013 DRAFT (1446 : Personnel Policy)

PAY PLAN

The SWCCOG Director shall be responsible for the development and maintenance of a pay plan which shall consist of minimum and maximum rates. Salary ranges shall be directly related to the Classification Plan and shall be determined with due regard to ranges of pay for work in other public and private organizations, working conditions, recommendations of department or division heads, benefits received by SWCCOG employees, and the financial policy of the SWCCOG.

Guidelines are established to help supervisors evaluate employee performance and recommend increases in salary. All salary recommendations are reviewed by the SWCCOG Director for final action. Supervisors and the Director of Human Resources are available any time there are questions about salary.

Appointment Rate: The minimum rate of pay for a class is normally paid to all employees upon original appointment to a position; however, an original appointment may be made at a rate higher than the minimum rate if it is determined by the SWCCOG Director that a rate above the minimum is necessary in order to recruit qualified personnel.

Performance Evaluation and Merit Raise

A. Evaluation

The employee’s supervisor shall evaluate the employee’s work performance at the end of six months and on each anniversary of the employee’s hire date thereafter. The Board’s Executive Committee shall perform the same evaluations for the Director.

The supervisor shall evaluate the employee’s work performance within one month of the anniversary date. Performance evaluations are designed to help the employee understand the job responsibilities better and to show how to improve job performance. The supervisor shall explain the evaluation to the employee and he/she shall be given the opportunity to make comments about the evaluation. This is a good time to discuss any problems or questions the employee may have with regard to the job, to set future goals and to make suggestions regarding the job or department. After the evaluation is reviewed, the employee and department head sign it. Following submittal to the Director of Human Resources, the SWCCOG Director reviews and signs each evaluation.

B. Merit Raise

The merit raise is a positive recognition of increased effectiveness in performing the duties of a position. The employee’s supervisor and the Director of Human Resources have copies of the current merit raise schedule. Merit raises are tied to the level of performance. If the employee’s value in the position continually increases, as evidenced by greater productivity, improved judgment, and increased initiative, recognition is granted to the employee by means

Commented [D2]: What are the procedures for e the Director? It seems appropriate that the timetable same, but the “supervisor” is unspecified here.

Attachment: Personnel Policy 29 November 2013 DRAFT (1446 : Personnel Policy)

of an increase in pay. A 2% increase in pay may be granted to a new employee at the end of six months, if each and every job task on the evaluation has been concluded in a satisfactory manner. Upon the anniversary date of the employee, a merit increase may be granted, if the employee's job tasks have all been performed in a satisfactory manner as perceived by the supervisor. The merit schedule is reviewed annually, and is subject to change by the SWCCOG Director and SWCCOG Board depending upon the funds available.

C. Leaves Delay Evaluation Date

An approved leave-without-pay will delay the evaluation review date by the corresponding number of days of the leave.

D. Transfers and Promotions

To request to apply for a transfer to a new vacant position, an employee needs to submit a written request to the Human Resources Department. Employees promoted shall be moved to the bottom step in the new pay range or receive an increase of 5%, whichever is greater. If an employee transfers to another position within the same classification or to a lower classification, no increase in pay will be received; however, the employee may be eligible for a 2% increase after six months, if each and every job task on the evaluation has been concluded in a satisfactory manner. The percentage rate of increases may be amended periodically by the SWCCOG Director and SWCCOG Board depending upon available funds.

**Commented [D3]:** Does this need qualification for existing circumstance that there is no HR department perhaps a blanked statement at the beginning that in absence of specified positions, the Director assumes the corresponding responsibilities?

E. Pay for Part-Time Non-Exempt Employees

Pay for employees who have been appointed on a part-time basis is computed at an hourly rate. Part-time and temporary employees are paid holidays on a pro-rata basis, according to the number of hours worked the previous year. The employee must have worked for the SWCCOG for one year or to be eligible.

F. Pay for Full-Time Non-Exempt Employees

All full-time non-exempt employees (those employees subject to the minimum wage and overtime provisions of the Fair Labor Standards Act) are authorized overtime and their pay is based on an hourly rate established in the standard pay plan. The hourly rate in the standard pay plan is based on 2080 hours per year which is used as a basis of calculation and should not be construed or relied upon as a guarantee of actual hours to be provided by the SWCCOG.

**Commented [D4]:** Non-exempt? Although G clarifies the issue, the unequivocal statement here seems to warrant modification.

G. Department Heads and Other Designated Employees

Department heads and other designated employees are expected to work the normal forty hour work week plus whatever additional time may be required due to the demands of their particular position. In some instances, these employees may be required to work many hours in excess of a normal 40 hour work week for sustained periods, at night and on weekends. These

employees may be granted periodic time off when the SWCCOG Director or responsible department head (in the case of some positions) determines that additional time has been earned and the employee can be spared from the job. Accrued vacation leave will not necessarily be charged for the periodic time off.

### Overtime

It is the policy of the SWCCOG to establish the time and duration of working hours as required by work load and production flow, customer service needs, the efficient management of personnel resources, and applicable laws.

#### A. Eligibility

Full-time, part-time and temporary non-exempt employees are eligible for overtime, with the exception of the following department heads and the SWCCOG Director.

#### B. Scheduling

Department heads may schedule overtime when it is deemed necessary. Supervisors will assign overtime to non-exempt employees ~~(those employees subject to the minimum wage and overtime provisions of the Fair Labor Standards Act)~~ in the particular job for which overtime is required. Employees are not permitted to work overtime without the prior approval of their supervisor or department head.

**Commented [D5]:** Should "non-exempt employees" have been defined earlier?

When overtime work is necessary, it will be on a voluntary basis, except for those forces needed in emergency situations. In the event that enough volunteers cannot be obtained, the departments will attempt to equalize overtime for authorized personnel by proper scheduling when possible.

Employees who refuse to work overtime when scheduled are subjecting themselves to the possibility of being refused a merit increase when due and may be subject to further discipline. The circumstances of refusal shall be considered during the employee's next evaluation. Refusal to work in emergency situations may constitute grounds for discipline up to and including termination. The matter may appear on the employee's next performance report and should appear on a counseling form immediately.

#### C. Work Periods

Per provisions of the Fair Labor Standards Act (FLSA), and for the purposes of overtime compensation, only time worked in excess of forty during a work week will be counted. Holidays will be considered hours worked. The normal workweek begins at 12:01 a.m. Monday and ends at 12:00 midnight Sunday.

#### D. Overtime Rates

Overtime shall be compensated at the rate of time and one-half for work extending beyond the 40 hour work week.

E. Overtime Pay or Comp Time

All employees who are authorized overtime may be compensated with overtime pay or compensatory time off equal to the rate provided in accordance with the Fair Labor Standards Act. This section is intended to satisfy the intent of the FLSA to provide notice of the SWCCOG's practice, to compensate with time off in lieu of overtime at the discretion of the department head.

F. Maximum Amount Comp Time Accrual

As provided by the FLSA, employees generally may accrue up to 240 hours of compensatory time. It is the responsibility of the department head or supervisor to be sure that employees in his/her department do not exceed this amount, and are strongly encouraged to keep accrued comp time to a reasonable minimum.

G. Use of Comp Time

An employee who has accrued compensatory time off under the provision of these rules shall request use of such compensatory time through the supervisor. The supervisor will authorize the use of such time within a reasonable period after the employee makes the request, if the use of the compensatory time does not unduly disrupt the operations of the department.

H. On call

Employees on call receive no pay unless they are called out, at which time they will receive comp time or pay according to nonexempt or straight time status for any time worked over 40 hours in a work week.

I. Travel

Travel time is compensable work time when it occurs during the employee's regular working hours. If travel occurs during normal working hours on nonworking days (i.e., Saturday or Sunday for an employee who works Monday to Friday), the time is compensable and is subject to overtime or comp time as provided by the Fair Labor Standards Act (FLSA).

Overnight travel that occurs outside of regular working hours as a passenger on an airplane, train, boat, or bus where the employee is free to relax, is not counted as working time. Time spent working while traveling will be compensated and is subject to overtime or comp time as provided by the FLSA. If an employee is required to drive or required to be a passenger in an automobile, the employee will be compensated for all travel time and is subject to overtime or comp time as provided by the FLSA. The complete Travel Policy is in Part II of this Manual.

J. Training

Time spent in SWCCOG approved training during normal working hours will be considered hours worked. Unless a particular training session required by the SWCCOG, no comp time will be given or overtime paid for training for sessions taken after working hours or on the weekend. Regular wages will be paid for training sessions held during working hours.

Pay Periods and Pay Day

Employees will be paid every other week (26 times per year) on the Thursday following the end of a pay period. The SWCCOG uses direct deposit for all payroll, unless an employee does not have a checking or savings account, in which case a check is issued. A pay period is from 12:01 a.m., Monday, until 12:00 p.m. midnight, Sunday, two weeks later. The SWCCOG at the decision of the SWCCOG Director may switch to a direct deposit only payroll.

Commented [D6]: Isn't it possible that a 27th pay could occur, e.g., if January 1 and December 31 both be bi-weekly paydays?

Commented [D7]: Is issued.

Pay Due in the Event of Termination

In the event an employee is terminated, the final check is due and payable upon the effective day of termination. In the event of employee resignation, the final check is due and payable on the next normal pay day, or sooner.

A. Unused Paid Time Off

Upon termination, the employee, full or part -time will be compensated for the Paid Time Off hours he/she has earned.

B. Unused Comp Time

The employee, upon termination shall be compensated for any accumulated and unused comp time.

Effective Date for Pay Changes

Merit increases shall go into effect at the beginning of the pay period closest to the employee's review date. Annual cost of living adjustments (if given by SWCCOG Board) go into effect the first full pay period of the new year, unless SWCCOG Board specifies another date.

Change of Status

A. Promotions

Attachment: Personnel Policy 29 November 2013 DRAFT (1446 : Personnel Policy)

Promotional opportunities may be granted on the basis of merit with the best interests of the SWCCOG in mind, as determined by the interviewers (department head or supervisors and the Director of Human Resources). An employee must speak to his/her supervisor and then make a formal application for the position. It is the SWCCOG's policy to consider people within the organization whenever possible. When an employee requests a promotion, the person is not automatically assured of being selected for the position applied for, but can be assured of receiving consideration. All proposed promotions must be approved by the SWCCOG Director. When an employee is promoted, there will be a salary increase to the bottom of the salary classification for the new position or 5%, whichever is greater. The employee's supervisor will evaluate him/her at the end of six months and again annually at date of hire anniversary.

#### B. Transfers

Vacancies may be filled by employees transferring from one department to another. Employees must obtain the approval of their department head to apply for a vacancy. The employee wanting to apply for a new vacant position needs to submit a written request to the Human Resources Department. When a qualified employee requests a transfer, he/she is not automatically assured of getting the job applied for, but is assured of receiving consideration. All proposed transfers must be approved by the SWCCOG Director. When an employee receives a transfer, the employee may be evaluated at six months and may receive an increase in pay if no adjustment was made at the time of the transfer.

#### C. Reduction in Grade

An employee's pay or grade may be reduced as a result of an unsatisfactory performance evaluation, transfer to a lower range position, reclassification, or reduction in force. A notice of reduction-in-grade resulting from unsatisfactory performance by an employee ~~may~~ shall be in writing, explaining the reasons for the reduction. All proposed reduction-in-grades must be approved by the SWCCOG Director.

Commented [D8]: Shall?

## EMPLOYMENT

### Equal Employment Opportunity

The primary consideration in the employment of personnel will be the applicant's qualifications, ability to do the specific job, experience and other employment standards. All recruitment, hiring, promotions, and all terms, conditions and privileges of employment shall be maintained and conducted in a manner consistent with state and federal non-discrimination laws.

### Hiring

#### A. Application



The Human Resource Department will furnish standard application forms for all applicants to fill out as they apply for a job opening. Applications will only be accepted when there is an actual job opening. The Human Resource Department will be the only location the applications can be returned by the applicant unless the SWCCOG Director specifies otherwise.

B. Disqualification

Applicants may be disqualified from further consideration for reasons including, but not limited to the following:

- Failure to possess the minimum qualifications for the position.
- An unsatisfactory employment record with previous employers.
- False statements concerning any material fact on the employment application.
- A history of improper use of illegal drugs or controlled substances.
- Conviction of a felony or misdemeanor, ~~provided that~~ the SWCCOG will make a judgment concerning the applicability to the job.
- Or false or misleading statements or failure to complete and sign the application.

Formatted: Don't add space between paragraphs of the same style, Bulleted + Level: 1 + Aligned at: 1" at: 1.25"

Commented [D9]: ", "? Or is this clause meant to cover more than convictions—in which case, it should be reworded.

C. Nepotism

A member of an employee's immediate family (spouse, children, step-children, parents, siblings, grandparents, or grandchildren and the immediate family of the spouse) will be considered for employment by the SWCCOG, if the applicant possesses all of the qualifications for employment. An immediate family member may not be hired; ~~however, if the employment would:~~

Commented [D10]: , however, if:

1. One spouse or immediate family member would supervise the other or be in a position to exercise authority to appoint, dismiss, or discipline the other spouse or family member;
2. One spouse or immediate family member would audit, verify, receive, or be entrusted with money handled by the other spouse or family member;
3. One spouse or immediate family member would have access to confidential information including payroll and personnel records.

This policy will also be considered when assigning, transferring, or promoting an employee. For purposes of this policy, "immediate family" includes: the employee's spouse, brother, sister, parents, children, step-children, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, niece, nephew, niece-in law, nephew-in-law, and any other member of the employee's household.

Employees who marry or become members of the same household may continue employment ~~as long as there is not~~ unless:

Commented [D11]: unless

1. One spouse or member of the same household would supervise the other or be in a position to exercise authority to appoint, dismiss, or discipline the other spouse.

Attachment: Personnel Policy 29 November 2013 DRAFT (1446 : Personnel Policy)

- 2. One spouse or member of the same household would audit, verify, receive, or be entrusted with money handled by the other spouse.
- 3. One spouse or member of the same household has access to confidential information including payroll and personnel records.

Should one of the above situations occur, the SWCCOG may attempt to find a suitable position within the SWCCOG to which one of the affected employees may transfer. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign.

D. Appointments

1. Full-Time

Refers to all employees hired to work the full schedule of hours established for the work unit where the employee is assigned. For example, this means a forty (40) hour weekly work schedule.

2. Part-Time

Refers to all employees who work less than 32 hours per week where the employee is assigned and is employed on a continuous basis over the twelve month period.

3. Temporary

Refers to employees whose employment is anticipated to be less than ten (10) months.

4. Rehire

If a former employee is rehired, seniority will be figured from the new employment date, not the original employment date.

**Commented [D12]:** Are there possible Affordab Act constraints on this provision?

**Commented [MGW13]:** The COG doesn't have e employees to fall under FMLA or Affordable Care Act. grow, we will need to revisit these policies but as of n understand it, we are exempted from the AFA. Legal i than welcome to correct me on this if I am wrong.

**DISCIPLINE**

Methods of Discipline

The Human Resource Department or the SWCCOG Director will be notified when disciplinary measures are taken. All disciplinary actions become a part of the employee's personnel record. There is no requirement for progressive discipline.

The following are examples of the types of discipline which may be imposed:

A. Counseling Statement

A counseling statement (forms available from the Human Resource Department) should be used in the event of minor problems or misunderstandings concerning one's responsibilities. It can be used to restate the supervisor's expectations of the employee and should be a tool to aid communication between the supervisor and employee before further disciplinary action becomes necessary. A signed copy shall be delivered to the Human Resource Department for inclusion in the employee's personnel file.

**B. Reprimand**

A supervisor, with the concurrence of the department head, may reprimand for cause. Such reprimand shall be in writing and addressed to the employee. A signed copy shall be delivered to the Human Resource Department for inclusion in the employee's personnel file.

**C. Suspension**

An employee may be suspended by the department head. Suspensions of full time employees should be implemented only after the department head has had a meeting with the employee, at which time the employee is informed of the nature of the act or circumstances being investigated and the employee has had an opportunity to respond to the allegations. Suspensions may be with or without pay at the discretion of the department head and subject to approval by the SWCCOG Director.

**D. Demotion**

A department head may demote or reduce in grade an employee under his jurisdiction. Such demotions may be made for disciplinary reasons or when, in the supervisor's estimation, the employee does not have the skills and knowledge to perform the duties of the position. An employee may also be demoted for disciplinary reasons where termination is not warranted, or when performance evaluations indicate that the employee is not performing at acceptable levels. Disciplinary action other than demotion may have to be used when the employee's skills do not match any of the current openings in the SWCCOG.

**E. Dismissal**

A department head may recommend the dismissal of any SWCCOG employee within his/her department. All dismissals of employees shall rest with the department head subject to approval by the SWCCOG Director. The department head or designee will provide notice to the employee of the circumstances or events for which dismissal is being considered. The employee will have an opportunity to explain his/her view of the circumstances or his/her side of the story prior to any determination being made. Any employee, who has been given notice of a possible dismissal, but pending approval by the SWCCOG Director, will normally be put on a paid suspension. (The department head or SWCCOG Director may put the employee on an unpaid suspension where the preliminary determination suggests a high probability that the SWCCOG has good grounds for termination and the offense or circumstances are sufficiently serious to

warrant unpaid suspension.) Termination during ~~this~~ the twelve (12) month training period is NOT subject to the grievance procedure set forth elsewhere in this manual.

Commented [D14]: The

F. Other

In the event of budgetary considerations, reorganizations due to restructuring of departments or other policy reasons, the SWCCOG Director may abolish a position. Any employee holding a position at the time it is abolished shall be allowed to transfer to another open position for which the employee is qualified. If no such position exists the employee may be laid off or dismissed at the discretion of the SWCCOG Director. After one year any layoff shall become a dismissal. Any employee laid off or dismissed because a position was abolished is eligible for rehire by the SWCCOG if a position for which the employee is qualified opens up.

Commented [D15]: Is this a circumstance, as opposed to a voluntary choice to leave the organization, that might entitle an employee to restoration of seniority?

G. Appeal of Disciplinary Action

All SWCCOG employees shall have the right to appeal disciplinary actions through the appropriate grievance procedures.

GRIEVANCE PROCEDURE

It is the SWCCOG's policy that employees should have an opportunity to present their work-related complaints and to appeal management decisions through a dispute resolution or grievance procedure. The SWCCOG will attempt to resolve promptly all grievances that are appropriate for handling under this policy. The grievance procedure may be used by all employees who are not directly responsible to the SWCCOG Director. Those employees directly responsible to the SWCCOG Director may appeal personnel actions to the [District Court under Colorado Rules of Civil Procedure Rule 106 a-4-SWCCOG Board](#).

Commented [D16]: I naively expected that the Court would be the appeal venue, but I'm not familiar with policies in other organizations.

A. An appropriate grievance is defined as an employee's expressed dissatisfaction concerning an interpretation or application of a work-related policy. Examples of matters which may be considered appropriate grievances under this policy include, but are not limited to, the following:

1. A belief that SWCCOG policies, practices, rules, regulations, or procedures have been misinterpreted or misapplied against the employee.
2. Treatment considered unfair by an employee, such as coercion, reprisal, harassment, or intimidation.
3. Alleged discrimination because of race, color, sex, age, religion, national origin, marital status, or disability.
4. Unequal administration of employee benefits or of such items as scheduling, vacations, promotions, retirement, holidays, performance review, salary, or seniority.

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- B. Employees should notify their supervisor and the Director of Human Resources, within five working days from the date of the occurrence or cause of such matter, of any grievance considered appropriate for handling under this policy. The grievance procedure is the exclusive remedy for employees with appropriate grievances.
- C. The grievance procedure has a maximum of three steps, but grievances may be resolved at any step in the process. Grievances are to be fully processed until the employee is satisfied, does not file a timely appeal, or exhausts the right of appeal. A decision becomes binding on all parties whenever an employee does not file a timely appeal or when a decision is made in the final step and the right of appeal no longer exists.
- D. Any employees who feel they have an appropriate grievance should proceed as follows:
1. Step One  
Promptly bring the grievance to the attention of the immediate supervisor. If the grievance involves the supervisor, then it is permissible to proceed directly to step two. The supervisor shall investigate the grievance, attempt to resolve it, and give a decision to the employee in a timely manner. The supervisor shall prepare a written and dated summary of the grievance and proposed resolution for personnel file purposes.
  2. Step Two  
Appeal the decision to the department head, if dissatisfied with the supervisor's decision, or initiate the procedure with the department head if Step One has been by-passed. Such an appeal or initial complaint must be made in writing in a timely manner. The supervisor's version of the grievance and decision shall also be submitted in writing. The department head shall, in a timely manner, confer with the employee, the supervisor, and any other members of management considered appropriate; investigate the issues; and communicate a decision in writing to all the parties involved.
  3. Step Three  
Appeal an unsatisfactory department head decision to the SWCCOG Director. The appeal or complaint must be made in writing, within five working days, and must provide all documentation leading to the final appeal. The SWCCOG Director will take the necessary steps to investigate the grievance and shall then issue a written, final, and binding decision in a timely manner.
- E. The Human Resource Director will provide training and support to supervisors and department heads in dealing with employee grievances. In addition, employees are encouraged to consult with the Human Resources Director, their supervisors, department heads, or the SWCCOG Director, on a less formal basis regarding employee complaints or disputes when appropriate.

- F. Final decisions on grievances shall not be precedent-setting or binding on future grievances unless they are officially stated as SWCCOG policy. When appropriate, the decisions will be retroactive to the date of the employee’s original grievance.
- G. Information concerning an employee grievance shall be held in confidence. Supervisors, department heads, and others who investigate a grievance are to discuss it only with those individuals who have a need to know about it or who are needed to supply necessary background information or advice.
- H. Time spent by employees in grievance discussions with management during their normal working hours will be considered hours worked for pay purposes.
- I. Employees are not to be penalized for proper use of the grievance procedure. However, it is not considered proper use if an employee raises grievances in bad faith or solely for the purposes of delay or harassment, or repeatedly raises meritless grievances. Implementation of the grievance procedure by an employee does not limit the right of the SWCCOG to proceed with any disciplinary action which is not in retaliation for the use of the grievance procedure.
- J. The SWCCOG Board may, at its discretion, refuse to proceed with any complaint or grievance it determines to be frivolous or without merit under this policy.

Commented [D17]: Who is “the SWCCOG” in this instance?

SEPARATION FROM THE SWCCOG

A. Exit Interviews

All full-time terminating employees may shall have a scheduled exit interview with the Director of Human Resources. The main reason for this interview is to be certain that the reasons for the employee’s termination are not founded on a misunderstanding or erroneous situation which might be corrected by either the SWCCOG or the employee. Also, the Director of Human Resources is interested in obtaining any information that may improve future working conditions in the SWCCOG.

Commented [D18]: Would it be appropriate to say “may” instead of “may shall”?

B. Separation of Employment

We request that employees who wish to resign their positions notify the SWCCOG of their anticipated departure date and go over the “check out” procedures at separation (conversion of insurance, return of property, delivery of final paycheck, etc.) with the Director of Human Resources. Employees may be considered for re-employment provided they qualify for the position of interest and while they were employed with the SWCCOG maintained satisfactory performance and attendance.

C. Death

Attachment: Personnel Policy 29 November 2013 DRAFT (1446 : Personnel Policy)

In the event of the death of an employee, the final pay check will be made payable to the estate of the employee in accordance with the probate laws of the State of Colorado.

D. Retirement

To receive retirement benefits offered through the SWCCOG, the employee must be "eligible" under said retirement plan. The SWCCOG Director may authorize the rehire of retired employees on a part-time basis.

E. Dismissal

The department head ~~shall~~ may recommend dismissal of any SWCCOG employee within the specific department. All dismissals shall rest with the SWCCOG Director, who shall make such determination. Pending dismissal, the employee may be placed on paid or unpaid suspension.

Commented [D19]: Shouldn't this say "may"? Or the statement be qualified with appropriate circumstances.

F. SWCCOG Owned Property and Employee Termination

At the time of separation and prior to final payment, all records and other items of SWCCOG property in the employee's custody must be turned in to the respective department or division head.

PART II POLICIES AND PROCEDURES AND PART III DRUGS AND ALCOHOL ARE CONSIDERED TO BE A PART OF THIS HANDBOOK AND ADMINISTERED OR ENFORCED UNDER THIS PART I UNLESS SPECIFICALLY ADMINISTERED OR ENFORCED ELSEWHERE.

## PART II – POLICIES AND PROCEEDURES

PROVISIONS OF THIS SECTION MAY BE CHANGED, DELETED OR ADDED TO FROM TIME TO TIME AT THE DISCRETION OF THE SWCCOG DIRECTOR.

### STANDARDS OF CONDUCT

#### General

The conduct of an employee of the SWCCOG shall be in the public interest--not in the individual's best interest. High standards of conduct are essential to good governmental services and are expected of each employee.

#### Work Safe

The SWCCOG seeks to provide safe and healthy working conditions for every employee. Assistance from the employees is essential to the goal of an accident-free work environment.

Employees of the SWCCOG are expected to be safety conscious and are expected to assist in finding conditions in its facilities which may cause an accident. Unsafe conditions noticed by an employee must be immediately reported to the supervisor. Employees shall know how to do their job safely, and follow safe procedures when operating equipment, machinery, vehicles, etc. It is a requirement that safety belts be worn whenever an employee is driving or is a passenger in a SWCCOG-owned vehicle.

Any act which endangers, or could endanger, the employee, other people, and/or SWCCOG property will be considered a violation of the SWCCOG's safety policies and will be sufficient grounds for disciplinary action. Common sense is the most important safety rule of all and SWCCOG employees are expected to use it at all times.

#### Courtesy

- A. Employees should not work in a manner that willfully obstructs or hinders another employee from completing his or her assigned duties.
- B. Employees should operate in a manner safe to both themselves and their fellow workers.
- C. Personal problems between employees shall not be pursued at work.
- D. When leaving the work area or office area other than for lunch, all employees should have the permission of their supervisor who will know why, where, and for how long they will be gone. Employees who work in the office area are also to tell the receptionist or their respective secretary where they are going and when they expect to return. Returning employees should check in with the receptionist, secretary and/or their supervisor. If supervisors are leaving the work area for an extended period of time, they should tell their subordinates whom to contact in case of an emergency.

#### Telephone and Electronic Courtesy

When an employee contacts any place of business as one of its current or potential customers, courtesy is expected, since this affects how a person feels about the SWCCOG as a whole. The citizens of SWCCOG judge the SWCCOG's employees based mostly on telephone and or email conversations. Often the telephone or email is the only contact citizens have with the SWCCOG and courteous telephone calls or email exchanges can greatly enhance the SWCCOG's and its employees' image. Employees should discuss all matters with the same courtesy that they would expect, and treat every call-person as if it-they were extremely important--because it-is-they are.

Employees shall answer all calls and emails promptly, using proper identification, make inquiries tactfully, give undivided attention to the call, avoid unnecessarily long conversations, and treat the telephone and electronic communications as one of the most valuable business tools. Keeping a caller on "hold" for long periods of time is very poor practice. If it is necessary to research information, it is better to take the caller's number and return the call-inquiry promptly.

Commented [D20]: Shouldn't a corresponding pr apply to written communications, particularly electro s?



Political Activity

The SWCCOG encourages all employees to participate in the political process by registering and voting in each election. However, it is necessary to implement some policies to avoid conflicts of interest between political activity and employment with the SWCCOG.

A. Candidacy

An employee of the SWCCOG may become a candidate for political office, provided that the candidacy does not create a conflict of interest with the employee's SWCCOG position and continues to meet the primary obligations as a SWCCOG employee.

Commented [D21]: Political office

B. Discuss Candidacy

Any employee who becomes a candidate for an elective office will notify his or her supervisor, the Human Resources Director, and the SWCCOG Director within fifteen days. If it is determined the campaign and or candidacy creates a conflict of interest, the employee will need to take PTO and or an unpaid leave of absence. Work obligations must still be met during a campaign. It is forbidden to campaign while at work for the SWCCOG.

C. Employment if Elected

If an employee is elected to a School District, Special District, Town, City, County, State, or Federal position, they must contact their director supervisor, Human Resources Director, and the SWCCOG Director the next working day after the election results are announced. The employee, direct supervisor, Human Resources Director, and SWCCOG Director will discuss the potential effects on the employee's position. This may result in ~~no~~ changes to the employee's work schedule up to and including resignation.

Commented [D22]: Or changes up to

D. Permitted Activities

Employees are allowed to engage in political activities when acting as private citizen, not affecting any elected officials on the SWCCOG Board. This includes but is not limited to:

- Join a political party
- Serve as a delegate, candidate; though no statements against the current elected officials on the SWCCOG Board may be made.
- Sign, distribute, and or promote a petition in support or in opposition for a specific candidate or issue not related to the SWCCOG Board.
- Actively support, promote, campaign, and solicit financial contributions for candidate(s) who will not be members of the SWCCOG Board.

Commented [D23]: Delete. This is covered in A.

Commented [D24]: plural

E. Prohibited Activities

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1. Employees may not engage in any political activity during working hours, unless on approved leave.
2. Employees may not permit others to use their authority or position at the SWCCOG to endorse or support a candidate or ballot measure. This includes using SWCCOG equipment, facilities, and property.
3. Employees may not represent the SWCCOG while engaging in any form of political activity.
4. SWCCOG employees are prohibited from endorsing or being active for the election, recall, or defeat of any SWCCOG Board member.
5. Employees of the SWCCOG may not directly or indirectly coerce, attempt to coerce, command, and or advise another SWCCOG employee to contribute to any party, committee, organization, agency, campaign, and or person for political purposes.

Commented [D25]: approved

#### Outside Employment

In order to prevent a conflict of interest, full-time employees will review the possibility of engaging in secondary and/or outside employment with his/her department head.

#### Discipline and Discharge

An employee's conduct is a major factor affecting the health and growth of the SWCCOG. It is also an important aspect of the SWCCOG's image within the community.

When a Department Head finds an employee's performance is unsatisfactory or an employee's conduct is unacceptable, disciplinary action may be taken. The discipline shall be set forth in Part I, Discipline. Any action taken by the SWCCOG in an individual case shall not establish a precedent in other circumstances.

#### Intoxication and the Use of Alcohol or Drugs

The SWCCOG is a drug and alcohol-free work place. (Drug/Alcohol-Free Work Place Policy is Part III of this Manual.) Employees shall notify their supervisor if prescription drugs render them unable to perform their job duties. The following are grounds for dismissal or other disciplinary action

##### A. Consumption of Alcohol or Use of Controlled Substances or Drugs

Employees are not permitted to consume, possess, or use spirituous liquor, wine, beer, controlled substances or drugs, except with a prescription, while on duty.

##### B. Intoxication/Incapacitation

Employees shall not be intoxicated or incapacitated by the use of spirituous liquors, wine, beer, controlled substances or drugs, including prescription drugs while on duty.

### Purchasing

All purchases shall be made in the name of the SWCCOG and shall be duly authorized in strict compliance with the purchasing procedures established by the SWCCOG Director. Employees are prohibited from purchasing items for personal use through the SWCCOG.

### SWCCOG Equipment

Employees shall not use SWCCOG equipment or facilities for personal use except for facilities normally intended for public usage.

### SWCCOG Vehicles

SWCCOG vehicles are to be used for official SWCCOG business only. This does not mean the employee cannot use it for personal lunch trips or other stops en-route to his or her SWCCOG destination. It does mean, for example, an employee cannot use a SWCCOG vehicle to haul personal equipment, such as building materials, for a weekend project at his or her residence.

- A. SWCCOG vehicles are to be used only by SWCCOG employees. Persons who are not SWCCOG employees are only to ride in SWCCOG vehicles if they are on official SWCCOG business, except for special circumstances which must have the approval of the SWCCOG Director. Family members are not considered in this category unless there is an extreme emergency that requires a family member to be transported to a hospital and no other vehicle is available.
- B. The Department Head and SWCCOG Director will approve if SWCCOG vehicles are to be assigned to individuals.
- C. Employees must receive written permission from the SWCCOG Director to drive a SWCCOG vehicle home.
- D. All SWCCOG vehicles must be operated in a safe manner, all State and Local driving regulations must be abided by, and dictates of common sense must be used. Seat belts must be worn at all times. Failure to use a SWCCOG vehicle in a safe manner may cause the elimination of SWCCOG driving privileges and possible disciplinary action.
- E. It is the employee's responsibility to check the oil, water, brakes, gas, lights, etc., on a vehicle before using it. If the vehicle does not check out satisfactorily, the employee should not use the vehicle, but rather notify their department head or the shop mechanics of the vehicle's condition.
- F. All employees of the SWCCOG are responsible for the safekeeping and proper care of all property used by them and belonging to the SWCCOG. In cases where the employee has shown gross negligence and/or carelessness proven by a court of law or by administrative investigation, the employee may be financially responsible for any SWCCOG property, which is destroyed, damaged, stolen or lost as a result of the employee's actions.

- G. In the event of damage to SWCCOG property, employees shall notify their supervisor or department head who shall notify the SWCCOG Director.
- H. Procedure for Employees Involved in an Accident with a SWCCOG Owned Vehicle:
1. Determine if there are any injuries and if necessary get emergency assistance to the scene.
  2. Notify the Police immediately.
  3. Insist that all parties and property concerned remain at the scene of the accident until police officers can investigate. The officer will submit a report of the accident or damage, and the employee will need to bring a copy to the SWCCOG Director.
  4. Report the accident, no matter how minor, to the department head and to the SWCCOG Director within 24 hours. Accidents occurring during non-business hours can be reported on the next business day.
  5. Do not discuss the accident with anyone but the investigating officer, the department head, the SWCCOG Director and his/her designee, i.e. SWCCOG Attorney. Never admit liability or fault.

#### Dress Code

Although no formal dress code exists, employees are asked to wear articles of clothing suitable to the type of work and the environment in which the employee works. Articles of clothing should be neat, clean, in good taste, and not constitute a safety hazard. Interpretation of this code will be left to the department head.

#### Personal Data Changes

Personnel records, as required by law and deemed essential for efficient operations, will be maintained by the SWCCOG. Employees are requested to promptly report changes in status as listed below to their department head, supervisor, and the Human Resource Department. Personnel files shall be held in strictest confidence unless otherwise notified in writing by the employee.

Change of the following shall be reported:

- Name
- Address
- Telephone Number
- Marital Status
- Emergency Notification Information
- Change in Beneficiary or Dependent Status (This information is required by the Human Resource Department only)

## ATTENDANCE

### Hours of Work

Most SWCCOG employees work 40 hours per week. The work day generally runs from 8:00 to 5:00 p.m. with an hour for lunch, Monday through Friday.

### Attendance

All employees should be at their work in accordance with these general regulations or other department specific requirements. Prompt appearance for work at the specified time is required of all employees.

If an employee will be late for work, or absent because of illness or other reasons, an employee must call the respective supervisor as soon as possible. This enables the supervisor to make necessary arrangements to continue the employee's functions while the employee is absent.

If unable to contact the supervisor, the employee must notify the department head. Department heads are responsible for insuring that the sick leave policy is not violated, and they are to report suspected violations to the Human Resource Director or SWCCOG Director. For an extended illness, a doctor's statement may be required at the discretion of the department head or SWCCOG Director.

Failure to call in when absent for two consecutive days may result in disciplinary action including but not limited to termination.

## FRINGE BENEFITS

### Holidays

The following are currently recognized as official holidays for full-time employees of the SWCCOG.

- New Year's Day, January 1
- Martin Luther King, Jr. Day, Third Monday in January
- President's Day, Third Monday in February
- Memorial Day, Last Monday in May
- Independence Day, July 4
- Labor Day, First Monday in September
- Veterans Day, November 11
- Thanksgiving Day, Fourth Thursday in November
- Day After Thanksgiving, Fourth or Fifth Friday in November
- Christmas Eve Day, December 24
- Christmas Day, December 25

Commented [D26]: This could be a 5<sup>th</sup> Friday. De

#### A. Observance

In observance of the foregoing holidays, all SWCCOG offices will be closed.

B. Holidays Falling on Weekends

Holidays falling on Saturday are observed on the preceding Friday, and holidays falling on Sunday are observed on the following Monday.

C. Holidays During an eligible Employee's Vacation or Sick Leave

Holidays occurring during an employee's vacation shall not be counted as vacation time. If the holiday occurs during an employee's sick leave, no sick leave will be charged for that day.

D. Eligible Employees

Full-time employees are eligible for paid holidays. Employees who are eligible for overtime who work on any holidays will earn overtime (at the applicable rate of accrual) with the exception of those employees who are regularly scheduled to work the holiday. Part-time and temporary employees, who average over 32 hours/week are eligible for holiday pay.

#### Social Security

All SWCCOG employees are subject to the Federal Social Security Act. Contributions for both the SWCCOG and employee are determined by current Social Security laws.

#### Retirement Plan

In order to supplement Social Security benefits, the SWCCOG provides its own retirement plan for all full-time employees. For detailed information on the benefits offered through the retirement plan, employees should contact the Director of Human Resources or the Director of Finance.

#### Group Insurance Plans

The SWCCOG currently participates in group insurance plans that include life, health, accident, vision, and dental insurance. Membership in each of the plans is mandatory for eligible employees except for health insurance, vision, and dental. An eligible employee may opt out of health, vision, and or dental coverage during initial enrollment. An employee who opts out of the health, vision, and or dental insurance can only enroll during open enrollment which is set in November of each year. Employees opting out of Health Insurance must meet Affordable Care Act requirements on their own.

The SWCCOG pays all employee premiums and may pay dependent premiums for dependent coverage under the plan as may be decided from time to time by SWCCOG Board. The plans are reviewed periodically. Benefits and benefit amounts provided are subject to change by the SWCCOG

**Commented [D27]:** The Board needs to make an determination for this policy.

Director and SWCCOG Board. Employees will be informed of any changes in the benefit package. Membership is available only to full-time employees who enroll upon the date of their employment.

Claim forms, insurance booklets, etc., are available at the Human Resource Department. After reviewing the insurance information, the employee should contact the Human Resource Department for an explanation, if there are any questions concerning benefits.

**Commented [D28]:** As indicated above, there should be a blanket statement to address the circumstances in which the department or its administrator have not been established.

The amount of life insurance on each employee is determined by salary as set forth in the insurance plan. If there are any questions concerning your life insurance benefits, please contact the Human Resource Department.

**Commented [D29]:** This probably should be rephrased to use the third person, e.g., "concerning life insurance benefits, the employee should..."

### Worker's Compensation

Every employee of the SWCCOG is covered by worker's compensation insurance as provided for by state law. The entire insurance cost is paid by the SWCCOG. Any employee who is injured or becomes ill from a cause arising in the course of his/her employment is eligible for benefits under worker's compensation in accordance with State statutes. Such illness or injury must be reported to the Human Resource Department immediately.

### Training and Education

If budget constraints allow, and upon approval of the SWCCOG Director, the SWCCOG will pay for up to 50% of the cost of special training, education, or school that employees complete. The training will be for the purpose of improving employee value to the SWCCOG in his/her area of employment, as determined by the employee's supervisor in his/her judgment. Payment will not be made for finance charges and interest on loans or time payments for such courses. The SWCCOG will pay its share of the cost upon satisfactory completion of each course or separate phase of the course. Training required by the SWCCOG will be paid for entirely by the SWCCOG.

Unless the training is required by the SWCCOG, no comp time will be given or overtime paid for job related/supervisor-approved training sessions taken after working hours or on the weekend. Regular wages will be paid for training sessions held during working hours.

### Travel Expenses

Official travel or other expenses incurred on SWCCOG business will be reimbursed in the amounts as determined by SWCCOG Board and detailed in adopted Travel Policy and Procedures. A copy of the current, approved Travel Policy and Procedures is included in the Personnel Manual Part II in Travel Policies and Procedures.

### Further Information

Attachment: Personnel Policy 29 November 2013 DRAFT (1446 : Personnel Policy)

For further detailed information concerning any of the above, please contact the Human Resource Department.

LEAVE PROVISIONS

Eligibility

Full-time employees and part-time employees are subject to the provisions of this section.

Paid Time Off

Vacation, or annual leave, is granted to full-time and part-time employees each calendar year. After completing six months of service, employees accrue at the rates below. Part-time employees who work at least 32 hours a week, will be eligible for PTO.

Years of Service	PTO Days Non Exempt	PTO Days Exempt
0-2	18 or 144 Hours	23 or 184 Hours
2-5	21 or 168 Hours	25 or 200 Hours
5-8	23 or 184 Hours	26 or 208 Hours
8-11	26 or 208 Hours	27 or 216 Hours
11-14	28 or 224 Hours	28 or 224 Hours
14-17	29 or 232 Hours	29 or 232 Hours
17-20	30 or 240 Hours	30 or 240 Hours
20+	31 or 248 Hours	31 or 248 Hours

PTO should be taken, if possible, during the anniversary year in which it is earned. **All No employees may not** carry-over more than 248 hours at any time during the year

Commented [D30]: "No employee may...?"

- A. Upon termination, provided a full-time employee completes six months, compensation for unused PTO leave will be paid for hours accrued.
- B. PTO will begin to accrue until an employee has worked for the SWCCOG for six months, at which time the leave will be retroactive to the date of employment. PTO time will not accrue when an employee is absent and using **donated PTO**, [please see section regarding donated PTO for more details](#).
- C. Department heads have the responsibility and authority concerning the scheduling of vacations.

Commented [D31]: Is this defined anywhere? Perhaps there needs to be an additional subsection. Oops. I n : it below. Perhaps include a cross-reference?

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Injury Leave

Injury leave is granted to full-time employees who sustain an injury as a result of, or in the course of, the performance of his or her job.

- A. A full-time employee sustaining an on-the-job injury shall receive his normal salary for a period of four hundred eighty hours (480 Hrs/60 8-Hr days). Worker’s Compensation Insurance checks will be sent directly to the SWCCOG during this period of time.
- B. An employee’s accrued PTO may not be used for on-the-job injuries that are being reimbursed by Worker’s Compensation. If an injured employee is not able to return to work after using up the 480 hours injury leave, the following option is available:
  - 1. A leave without pay may be granted if it is in the best interest of the employee’s department to do so. Such leave is to be reviewed on a monthly basis (See Part II, Leave Without Pay).

Funeral Leave

Funeral leave of twenty-four (24) hours per year is granted to an employee in the event of a death in the immediate family, provided that the department head has given approval for the leave. If another member of the employee's immediate family dies in that same year, an additional twenty-four (24) hours will be allowed. Immediate family for this leave will be spouse, children, step-children, parents, siblings, grandparents, or grandchildren and the immediate family of the spouse. Funeral leave shall not be counted against the employee’s normal vacation or sick leave.

Commented [D32]: This is a more concise statement and appears in the nepotism section.

Jury Duty

The SWCCOG recognized jury duty as a civic responsibility of everyone. When summoned for jury duty, an employee will be granted leave to perform their duty as a juror. If the employee is excused from jury duty during their regular work hours, they are expected to report to work promptly.

Commented [D33]: recognizes

Employees’ receive regular pay for the first three days of jury duty if they were scheduled to work and a juror service certificate is submitted to the employee’s supervisor or department head.

Beginning the fourth day and thereafter, employees serving as jurors are paid \$50.00 per day by the State of Colorado for state, district, or county court jury duty. For jury duty in excess of three days, employees are paid by the SWCCOG the difference between jury duty pay and their regular pay up to a maximum of 10 days (80 hours). Jury duty leave beyond this time is without pay by the SWCCOG.

Commented [D34]: serving as jurors

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### Parental Leave

The length of time a pregnant employee continues to work is determined strictly by the employee and her doctor, as long as the employee is able to perform the normal required functions of her job. The employee must apply in writing for parental leave to the employee's supervisor and to the department head for final approval. The employee will receive salary during parental leave only to the extent of the employee's accumulated sick leave and vacation leave benefits. Leave granted beyond that shall be without pay. If it becomes necessary for an employee to have parental leave in excess of six weeks after the conclusion of the pregnancy, the employee must discuss such extension with the department head. Leave taken under this policy will be considered [to that of the Family and Medical Leave](#) and may be extended to the 12 weeks ~~allowable under the Act. All requirements of the Act must be met.~~

~~According to law following the Family Medical Leave Act. -~~ Whenever husband and wife work for the SWCCOG, and leave is taken for birth or placement for adoption or foster care, only one 12 week period will be allowed.

### Military Leave

Any full-time employee who presents official orders requiring attendance of reservists or members of the National Guard for a period of training or other duty shall be entitled to payment from the SWCCOG only to equalize the difference between pay received from the United States Government for the period and the amount the employee ordinarily receives from the SWCCOG. Military leave shall be in addition to and not concurrent with authorized vacation.

### Military Active Duty Leave of Absence

A military leave of absence without pay will be granted if an employee is absent in order to serve in the uniformed services of the United States for a period of up to five years (not including certain involuntary extensions of service) according to state and federal law. An employee is eligible for military leave beginning the first day of employment. Employees who perform and return from service in the Armed Forces, the Military Reserves, the National Guard, or certain Public Health Service positions will retain certain rights with respect to reinstatement, seniority, layoffs, compensation, length of service promotions, and length of service pay increases, as required by applicable federal or state law.

### Leave Without Pay

The SWCCOG Director may grant a full-time employee a leave without pay for a period not to exceed one year; this leave to be granted in maximum 90-day increments. Approved leave without pay shall constitute a break in service and there will be no pay even though there may be holidays listed in the period of leave. When an employee returns to employment after an extended leave without pay, seniority will be calculated by subtracting the number of days of leave without pay from the original

employment date to obtain a new review date for merit reviews and accumulation of leave provisions. Employee must serve 12 working months of employment before his/her next merit review. All employees eligible for benefits will be moved to COBRA during a leave without pay.

Family Medical Leave and Military Family Leave

A. As the Family and Medical Leave Act (FMLA) states that employers must have over 50 employees to be eligible. ~~The~~ SWCCOG employees are not eligible for FMLA Leave, until there are 50 employees. However, the SWCCOG recognizes the need for FMLA type leave and will follow the FMLA policy as closely as possible including the Military Family Leave provisions. The SWCCOG will not discriminate based on gender or sexual orientation of the employee or employee's spouse. Employees must contact their department heads and direct supervisor to discuss the details of said leave. ~~The~~ FMLA Leave will be reviewed as necessary annually and will fit within the Federal Law.

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Meal and Rest Break Leave

It is the policy of the SWCCOG to provide meal breaks near the middle of the workday for employees working five or more consecutive hours. Meal breaks are not compensated unless the employee is required to work during the meal break. Employees should receive, unless job conditions do not permit, a rest break of fifteen minutes approximately at the middle of every four hours of work not interrupted by a meal period. Time spent on rest breaks will be compensated as working time.

The SWCCOG does not provide specific breaks for smokers. Smoking is prohibited in all SWCCOG offices, equipment, and vehicles; however, employees may smoke outside during their regular break times.

TRAVEL POLICY AND PROCEDURES

Purpose

To codify policy and establish procedures for SWCCOG travel and reimbursement of travel expenses.

General

A. Applicability

These Policies and Procedures apply to all employees and non-employees who travel on behalf of the SWCCOG.

B. Responsibility

It is the responsibility of both the traveler and the respective approving authority (SWCCOG Director, department head or other or their official designee) to ensure compliance with the SWCCOG's travel policies and procedures.

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## Policy

### A. Travel on SWCCOG Business

It is the responsibility of both the traveler and the respective approving authority to ensure that all travel charged to the SWCCOG, regardless of the source of funds, is necessary and accomplished for the benefit of the SWCCOG and that such travel is accomplished at the most economical and reasonable cost. All travel must be approved by the SWCCOG Director.

### B. Prior Approval of Travel

All travel for the benefit of the SWCCOG must have prior approval of the approving authority for payment or reimbursement of travel costs and all travel is to be reviewed and approved by the SWCCOG Director.

### C. Travel Expense Advances

The SWCCOG may make advances to employees only for travel expenses within the following restrictions:

1. The amount of the advances does not exceed the maximum reimbursement rates established in these procedures for the period in which the travel is to be performed.
2. An advance is not available if travel is performed at no cost to the SWCCOG or by a non-employee.
3. Full settlement of travel reimbursement claims should be made within a reasonable amount of time (thirty days) after travel is completed. No additional advances will be made until settlement of outstanding reimbursement travel claims is fulfilled.
4. Meals and other expenses which are covered in a pre-submitted registration fee may not be included in the request for advance.

### D. Transportation

The most economical available transportation will be used to satisfactorily accomplish the purpose(s) of the trip.

#### 1. Vehicle Transportation

Whenever possible only one vehicle will be used when more than one person is traveling to the same location.

2. A SWCCOG owned vehicle, if available, will be used for all authorized regional travel unless circumstances and conditions make the use of other types of transportation more

advantageous to the SWCCOG. Receipt for gas purchases should be saved and given to the Finance Office upon the completion of travel.

3. The U.S. General Services Administration lists two rates for the use of privately-owned vehicles; a higher rate when a government owned vehicle is not available, and a lower rate when a government owned vehicle is available and the employee elects to use their privately owned vehicle. The SWCCOG will reimburse mileage by utilizing this criterion.
4. Rental or lease cars may be utilized when authorized. Every effort should be made to rent from those agencies offering discounts for governmental employees.

#### E. Lodging and Meal Allowances

Rates will be based on the current year's rates set by the U.S. General Services Administration. To view the current rates for meals and lodging go to [www.gsa.gov](http://www.gsa.gov).

##### A. Special Circumstances

When, in the judgment of the approving authority, the above restrictions provide an undue hardship on the employee, extra compensation may be provided, with approval of the SWCCOG Director.

##### B. Reimbursement Exclusions

When overnight accommodations are furnished at no cost to the traveler, no reimbursement may be claimed for lodging. When meals are included in a conference or workshop registration fee, transportation fare, or are otherwise furnished at no additional cost to the traveler.

#### F. Other Travel Expenses

In addition to the expenses referred to above, the following actual necessary and reasonable costs incurred in approved travel may be claimed on the Travel Expense Request for reimbursement:

- Registration fees (receipt required)
- Official telephone calls (receipt required)
- Commercial transportation costs actually paid by traveler (may include reasonable tip for taxi, not to exceed 15%). Receipt required if over \$20.00 for each individual ride in commercial vehicle.
- Parking fees (receipt required if over \$10.00)
- Rental car costs (receipt required)
- Road toll charges
- Baggage handling

The following expenditures by the traveler are NOT AUTHORIZED for reimbursement:

- Entertainment expense
- Personal expense, such as laundry, valet services, etc.
- Cost of travel insurance
- Cost of alcoholic beverages

### DONATED PTO POLICY

It is the SWCCOG's policy that, in the case of serious illness or injury of any employee or a member of the "immediate family" (immediate family to consist of children, step-children, spouse, or parents, and or step-parents), PTO may be donated to this employee by other employees under the following conditions:

Commented [D35]: include step-children or step

- A. The employee must have worked for the SWCCOG for at least 12 consecutive months in order to be eligible for donated PTO.
- B. All PTO and comp hours accumulated by the employee must be used prior to the donation of additional days.
- C. A maximum of 1,000 hours (125 days) per illness or injury can be used by any one employee. 1 day = 8 hours.
- D. In making its decision regarding the application for receipt of donated PTO, the applicant's previous sick leave usage and whether there are other alternatives available to the employee in the case of taking care of family members will be reviewed.
- E. Should there be a reoccurrence of the illness or injury after being in remission for 365 days or more, it will be considered as a new request.
- F. Medical evidence of serious illness or injury may be required. The SWCCOG, at its discretion, may require the employee to be examined by a medical doctor in order to verify the seriousness of the illness. The SWCCOG will bear the cost of this examination. The SWCCOG will follow all HIPAA laws concerning this confidential information.
- G. If an employee is receiving compensation from any other source, the employee will not be eligible to receive donated PTO for the same period of time.

Commented [D36]: May require

An application requesting PTO shall be made in writing to the department head, Human Resources Director, and the SWCCOG Director. The SWCCOG Director must give final approval.

If the application is approved, a notice will be sent out to all SWCCOG employees. Any employee who wishes to do so may indicate on a form provided how much time they wish to donate, up to a maximum of 24 hours per donating employee.

### SAFETY POLICY

The SWCCOG is extremely conscious of the safety of its employees. As an employer, it is the SWCCOG's obligation to provide the safest possible work place for its employees. As a governmental entity, the SWCCOG recognizes its responsibility to provide a safe environment for the public it serves.

~~The SWCCOG believes that most accidents are preventable. In accordance with this belief, resources have been allocated to administer a loss control program in the SWCCOG.~~

**Commented [D37]:** Is this in the budget for 2014

Each department head is responsible and will be held accountable for the loss control performance within his or her department. These loss control responsibilities are continuous and equal in importance with all other operational considerations.

All employees are responsible for cooperating with and supporting all loss control program activities and objectives. All employees are expected to adopt the concept that the safe way to perform a task is the most efficient and only acceptable way to complete the task.

Loss control is every employee's responsibility. Only with the help of the employees can the SWCCOG continue to maintain a safe environment for our employees.

If employees are injured on the job, no matter how minor, they must immediately report this fact in writing to their supervisor or department head and Human Resources Department.

If medical treatment for an on-the-job injury is needed, it must be obtained from one of the SWCCOG's designated physicians. If not, the employee may be responsible for the cost of medical treatment.

**Commented [D38]:** It appears that the designatio responsibility of the Director. Is there a potential star glitch here?

**Commented [MGW39]:** Agreed, the Board needs to decide about dependent coverage and select the desi physicians based on our workers comp.

### ELECTRONIC MAIL POLICY

The SWCCOG does not routinely monitor email sent on the SWCCOG's system. The SWCCOG will not change this general approach. Employees are expected to use email sensibly as they would use the fax machine, telephone, or any other tool provided by the SWCCOG to aid them in getting the work done. However, there are some cases where it may be appropriate to retrieve an employee's email with or without employee permission, including but not limited to the following:

A. A ~~Bonafide~~ Genuine Request for Public Records

**Commented [D40]:** Check correct grammatical fo words & ?

The request must be for an item that truly is a public record. Employees need to be aware that virtually everything written in the course of work is construed to be a public record. This means memos, letters, notes from meeting, notes of telephone calls, daily logs, etc.

The employee will first be asked to voluntarily reproduce in hard copy form such emails as are requested. In the event the employee refuses to provide access to the requested records, the

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SWCCOG Director or Director of Human Resources will direct the appropriate person or persons to retrieve the requested records. To do otherwise puts the SWCCOG at risk for failure to comply with the Open Records law.

#### B. Violations of the Personnel Policies

In the event an employee is accused of a violation of SWCCOG personnel policies that warrant a review of electronic mail sent or received by the employee (e.g. when an employee is accused of sexually harassing another employee using email), the employee will first be asked to voluntarily produce the email in question. If the employee refuses to comply, the SWCCOG Director or Director of Human Resources will direct the appropriate person or persons to retrieve the records in question.

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#### C. Criminal Investigations

If requested by a law enforcement agency and when determined by the SWCCOG Director or his/her designee there is reasonable cause to believe that an email sent or received by an employee will aid in an investigation which concerns or involves the SWCCOG, the SWCCOG Director or Director of Human Resources will authorize the appropriate person or persons to retrieve the records in question.

If requested by a law enforcement agency and there is cause to believe that an email sent or received by an employee will aid in an investigation, not concerning or involving the SWCCOG, the employee will be requested to provide the email. If the employee refuses, law enforcement will be expected to obtain the necessary legal documents authorizing or directing the SWCCOG to retrieve the records.

Since email is subject to the Open Records Law, communications by email with the SWCCOG Attorney and/or his office may not be protected by the attorney work product privilege or the attorney client privilege, email should not be used to contact the Attorney regarding matters of potential litigation, negotiations, legal advice, or matters in litigation. Direct contact or telephone contact with the SWCCOG Attorney is the preferred method of communication.

## COMMUNICATIONS SYSTEMS

### Systems

The SWCCOG's computer network, access to Internet, email and voice mail systems are tools intended for employees to use in performing their job duties. Therefore, all documents and files are the property of the SWCCOG. All information regarding access to the SWCCOG's computer resources, such as user identifications, modem phone numbers, access codes, and passwords are confidential SWCCOG information and may not be disclosed to non-SWCCOG personnel.



All computer files, documents, and software created or stored on the SWCCOG’s computer systems are subject to review and inspection at any time. In this regard, employees should not assume that any such information is confidential, including email either sent or received. All data including but NOT limited to emails, recordings, videos, etc., should be considered potential public records subject to Open Records disclosure.

Generally, computer equipment should not be removed from the SWCCOG’s premises without written approval from a department head. An exception may be made for external hard drives functioning as back or similar such equipment. Upon separation of employment, all communication tools should be returned to the SWCCOG.

**Commented [D42]:** Depending on techniques and back-up, removal of a backup hard drive or equivalent require such written approval.

### Personal Use of the Internet

Some employees need to access information through the Internet in order to do their job. Use of the Internet is for business purposes during the time employees are working. Personal use of the Internet should not be on business time, but rather before or after work or during breaks or lunch period. Regardless, the SWCCOG prohibits the display, transmittal, or downloading of material that are in violation of SWCCOG guidelines or otherwise is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory or otherwise unlawful at any time.

### Software and Copyright

The SWCCOG fully supports copyright laws. Employees may not copy or use any software, images, music, or other intellectual property (such as books or videos) unless the employee has the legal right to do so. Employees must comply with all licenses regulating the use of any software and may not disseminate or copy any such software without authorization. Employees may not use unauthorized copies of software on personal computers housed in SWCCOG facilities.

### Unauthorized Use

Employees may not attempt to gain access to another employee’s personal file of email messages or send a message under someone else’s name without the latter’s express permission.

Employees are strictly prohibited from using the SWCCOG communication systems in ways that the SWCCOG deems to be inappropriate. If an employee has any questions whether behavior would constitute unauthorized use, contact the immediate supervisor, department head, or the Director of Human Resources.

### Email

Electronic mail is to be used for business purposes. While personal email is permitted, it is to be kept to a minimum. Personal electronic mail should be brief and sent or received as seldom as possible. The SWCCOG prohibits the display, transmittal, or downloading of material that is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory or otherwise

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unlawful at any time. No one may solicit, promote, or advertise any outside organization, product or service through the use of electronic mail or anywhere else on SWCCOG premises at any time. Management may monitor email from time to time.

Employees are prohibited from unauthorized use of encryption keys or the passwords of other employees to gain access to another employee's email messages.

#### Voice Mail

The SWCCOG's voice mail system is intended for transmitting business-related information. Although the SWCCOG does not monitor voice messages as a routine matter, the SWCCOG reserves the right to access and disclose all messages sent over the voice mail systems for any purpose. Employees must use judgment and discretion in their personal use of voice mail and must keep such use to a minimum.

#### Telephones/Cell Phones (See also Cell Phone Use Policy)

Employee work hours are valuable and should be used for business. Excessive personal phone calls can significantly disrupt business operations. Employees should use their break or lunch period for personal phone calls.

Cell/camera phones should not be used in a way that violates other SWCCOG guidelines such as, but not limited to, EEO/Sexual Harassment and Confidential Information.

For safety reasons, employees should not use cell phones while driving. Employees must park whenever they need to use a cell phone.

The SWCCOG telephone lines should not be used for personal long distance calls.

#### Social Media

From time to time, the SWCCOG may authorize employees to use social media for fulfilling job duties, to enhance SWCCOG communication efforts, and other business reasons. This policy also sets forth the extent to which an employee's personal use of social media may bring that personal use within the purview of SWCCOG policies. This policy applies to the use of social media by any SWCCOG employee if such use is authorized by the SWCCOG or if for personal use that is also business-related.

##### A. Authorization Required

Employees may not participate in social media or establish any social media accounts in their capacity as a SWCCOG employee unless authorized to do so by their Department Head or SWCCOG Director. All authorized accounts are the property of the SWCCOG, therefore, those employees authorized to participate in social media must provide their Department Head with

all information required to access and post on authorized sites, such as user names, passwords, etc. Employees may not use SWCCOG social media for purposes beyond what is authorized by their Department Head. Employees who exceed their authorization or who violate this policy may have their social media privileges revoked and will be subject to discipline, up to and including termination from employment with the SWCCOG.

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B. Supervisors May Not Modify SWCCOG Policies or Standards

This Policy, the Social Media Standards, and all other SWCCOG policies shall be the sole source of all rules, policies and directives governing employee use of social media. Directors and supervisors are not authorized to amend, revise, or suspend these policies or any SWCCOG social media standard. Any employee that attempts to do so will be subject to discipline, up to and including termination from employment.

C. Termination of Social Media Accounts

The SWCCOG may at any time and at its sole discretion terminate any social media account established pursuant to this policy.

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D. No Expectation of Privacy

All employee participation and use in SWCCOG social media shall be open to the public in accordance with the Colorado Open Records Act, and employees should not have an expectation of privacy concerning their participation. The SWCCOG may monitor all business-related employee use of social media, as well as any non-business related use that occurs on SWCCOG work time or using SWCCOG resources.

E. Confidentiality

Employees shall not post or release proprietary, confidential, sensitive, or personally identifiable information, and may not comment on pending litigation on social media.

F. Personal Use of Social Media Not Permitted on SWCCOG Time or Resources

SWCCOG employees may not use SWCCOG resources or work time to sign up for or access personal social media accounts.

G. Personal Use of Social Media Outside of Work

Employees who engage in personal use of social media outside of work may not use the trademark, logo, or name of the SWCCOG or that any SWCCOG department or program, nor may they use their affiliation with the SWCCOG in association with that personal use. Employees may not speak as a representative of the SWCCOG in the course of their personal use of social media.

## ELECTRONIC COMMUNICATION DEVICE USE POLICY

This policy explains the Usage of personal “Portable Electronic Communication Devices.” Covered devices include but are not limited to: Cellular Telephones, Pagers, Portable PDA’s (ex. Palm Pilot) and other Wireless Devices (ex. BlackBerry, Treo, iPhones, Androids, or similar devices). For purposes of this policy, the term “ECD” shall refer to any Portable Electronic Communications Devices, now in existence or as may be developed in the future.

### Reimbursement

Eligible employees that use their personal ECD for SWCCOG business may be eligible for reimbursement. For more information please contact the department head, Human Resource Director, or SWCCOG Director.

### Appropriate Business Use

The SWCCOG discourages non-SWCCOG use or personal use of SWCCOG ECDs during working hours.

The SWCCOG understands and appreciates that employees utilize their cellular phones for SWCCOG business purposes. Cell phones can be a distraction in the workplace and employees are asked to use good judgment and continue to perform their duties in accordance with the highest professional standards.

SWCCOG employees are required to follow all state and local driving laws regarding use of ECDs in vehicles.

### Inappropriate Use

~~Texting, dialing or talking on~~Texting on an ECD when driving a SWCCOG vehicle or personal vehicle while conducting SWCCOG business is prohibited. Dialing or talking may be acceptable, but all laws regarding the use of ECDs in a vehicle must be followed at all times.

**Commented [D45]:** Shouldn't this be rephrased a complete sentence?

The following are deemed examples of unacceptable use of ECD (this is a representative list, not to be considered all-inclusive or all-encompassing):

- Using ECD to transmit offensive, harassing or defamatory material.
- Whether a cell phone is SWCCOG-issued or personal in nature, employees should not use any type of photographic feature on their cell phones to take pictures on SWCCOG premises, while conducting SWCCOG business, or at SWCCOG-sponsored functions without receiving permission from the SWCCOG Director to do so.

- Employees may use photo features to document damages or other action harming SWCCOG personnel or property or to document violations of the law.
- Texting on an ECD while driving

### WORKPLACE THREATS AND VIOLENCE POLICY

It is SWCCOG policy to promote a work environment free from workplace violence. A safe work environment is the responsibility of all employees. Employees are responsible for making their personal safety and the safety of others a priority in the workplace.

Workplace violence is any conduct in the workplace that is meant to harm, cause fear in, or intimidate another, including but not limited to:

- Physical acts or physical threats against persons or their property or SWCCOG property;
- Direct or veiled threats, profanity, or vicious or abusive statements;
- Written threats, profanity, vicious cartoons, notes, or other written or symbolic conduct; stalking; or
- Possession of any weapon while on SWCCOG premises; other than a lawful non-lethal personal defense weapon such as mace or pepper spray.

Such conduct by SWCCOG employees is prohibited and may result in disciplinary action including termination of employment and, when appropriate, referral for criminal prosecution.

An employee who observes or has knowledge of any conduct listed above should immediately report the same to a supervisor, department head, Director of Human Resources, or the SWCCOG Director. Complaints will be investigated promptly and follow-up action will be taken as determined appropriate. To the extent feasible, complaints and investigations will be handled in a confidential manner and the anonymity of the reporting party preserved.

Any employee with a protection order that keeps the employee from SWCCOG premises or protects the employee while he or she is on SWCCOG premises shall promptly provide the department head with a copy of the order.

Any conduct that requires immediate attention by law enforcement should be reported first to the Police or call to 911 then to the SWCCOG Director, the Director of Human Resources, or the department head.

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### ACCIDENT REVIEW POLICY

It is the SWCCOG's policy for employees to be responsible for any damage an employee causes to SWCCOG property. It is important that employees treat SWCCOG equipment properly so that the equipment lasts as long as possible. The Director or Department Head will review the cause of accidents, make recommendations for disciplinary action when the employee is at fault, and will/may

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recommend training programs to eliminate such accidents. Accidents in which the employee or his or her assigned vehicle is not the cause of the accident will not be reviewed.

If there is a police investigation and report, the Department Head or Director will use said documentation to determine fault. Otherwise the Department Head, Director will investigate, interview the employee(s) and any witnesses, and make recommendations regarding accidents involving SWCCOG equipment. The following steps shall be taken when there is a possibility of determination that the employee was careless or actually caused the accident:

Commented [D48]: possibility

- A. Find no fault of the employee; or
- B. Find fault in the employee and recommend a written reprimand to the employee or other disciplinary action up to and including termination to be determined and imposed on the employee by the department head and/or Director; or
- C. Find and recommend that the employee be required to take additional training prior to being allowed to continue to operate SWCCOG equipment; or-
- D. Find and recommend that the employee involved in the accident reviewed not be allowed to operate SWCCOG equipment.

Commented [D49]: Find no

Commented [D50]: ; or (and similarly in B & C).

### SEXUAL AND OTHER HARRASSMENT

All SWCCOG employees are entitled to work in an environment free of harassment. They are also entitled to enjoy SWCCOG events in an atmosphere free of sexual, gender, orientation, racial, disability, or any other forms of harassment. These types of harassment will not be tolerated.

Unwelcome sexually-related conduct, including sexual advances, requests for sexual favors, or other physical, verbal, written or other conduct of a sexual nature constitutes sexual harassment when:

- Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of the conduct by an individual is used as the basis for employment decisions affecting that individual; or
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile or offensive work environment. Examples of conduct which may constitute sexual harassment include, but are not limited to: pinching, grabbing, fondling, propositioning, making either explicit or implied job threats or promises in return for submission to sexual favors, making sexually-oriented comments on appearance or physical features, telling sexually oriented stories or jokes; and display of sexually oriented pictures or photographs.

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Any employee who believes that he or she is being subjected to harassment should inform the person responsible for the conduct that such conduct is unwelcome and plainly request that it stop immediately. The employee shall inform the SWCCOG of the harassment by notifying an immediate supervisor, department head, Director of Human Resources, or SWCCOG Director, as the employee chooses. To the extent possible, complaints and investigations will be handled in a confidential manner and anonymity preserved.

It is the SWCCOG's policy to undertake a timely investigation of all claims and complaints of harassment and to take effective and appropriate corrective action. If it is determined that any employee's conduct constitutes harassment, the employee shall be subject to disciplinary action which may include verbal or written reprimand, suspension, transfer, or termination as justified based on the findings of the investigation.

PART II, POLICIES AND PROCEDURES ARE CONSIDERED TO BE A PART OF THIS HANDBOOK AND ADMINISTERED OR ENFORCED UNDER PART I, UNLESS SPECIFICALLY ADMINISTERED OR ENFORCED ELSEWHERE.

## Part III – DRUGS AND ALCOHOL

PROVISIONS OF THIS SECTION MAY BE CHANGED, DELETED OR ADDED TO FROM TIME TO TIME AT THE DISCRETION OF THE SWCCOG DIRECTOR.

### DRUGS AND ALCOHOL POLICY

The SWCCOG will not tolerate conduct that may impair an employee's judgment or skills and thus create an unreasonable risk of harm to the public and other employees.

The SWCCOG is a drug-free workplace. It is both the SWCCOG's and each employee's responsibility to maintain such an environment. The unlawful manufacture, purchase, distribution, dispensing, possession, or use of a controlled substance, or on-the-job impairment due to exceeding the recommended dosage for over-the-counter medications or prescription drugs, is prohibited in the workplace. Violation of this prohibition, or any other substance abuse prevention violation, may result in disciplinary action up to and including termination.

Any employee convicted for violation of a criminal drug statute occurring in the workplace must notify the SWCCOG in writing no later than five (5) calendar days after such conviction. The SWCCOG will take action in compliance with the Drug-Free Workplace Act and Regulations.

**Commented [D52]:** Shouldn't this be a preface to entire policy, once adopted by the Board?

## APPLICABILITY

This article applies to all categories of employees. Those employees subject to separate testing requirements, such as safety-sensitive employees covered by Federal Transit Administration or Federal Motor Carrier Safety Administration regulations, must also abide by those policies as adopted or amended. Testing of employees under Department of Transportation agency regulations will be conducted in accordance with those regulations. Testing of employees who have violated this policy will be conducted under the SWCCOG's independent authority.

The SWCCOG will provide such educational information to employees on the dangers of drug abuse in the workplace as the SWCCOG Director and each department head or supervisor determine appropriate.

## WHEN TESTING IS REQUIRED

The results of a blood, urine, or breath test for the use of prohibited drugs or alcohol misuse, conducted by Federal, State or local officials having independent authority for the test, shall be deemed to meet the requirements of this section.

Testing will consist of a breath or blood test for alcohol concentration and/or a urine test for the presence of controlled substances.

Alcohol and/or drug testing will be done under the following circumstances:

### Vehicle Accident

An employee must report a motor vehicle accident immediately to his or her supervisor, and the local law enforcement agency. The supervisor or department head will require the employee to submit immediately to testing following an accident which occurs while the employee is performing job duties, and that involves either a SWCCOG vehicle or an employee's personal vehicle, and that results in:

- A fatality, or bodily injury requiring immediate medical treatment; or
- Damage to a vehicle or other property estimated to be in excess of \$1000; or
- A citation for a moving traffic violation arising from the accident; or
- A determination by the local law enforcement agency under State law to perform testing.

With the exception of a fatality, testing is not required if the employee's actions can be completely discounted as a contributing factor to the accident. In addition to the driver, any other employee whose actions could have contributed to the accident will be required to undergo testing.

### Procedure



As soon as possible after an accident involving a SWCCOG vehicle if the employee is seriously injured and cannot provide a sufficient breath or urine sample, the employee shall permit the SWCCOG to obtain hospital reports and other documents that would indicate the presence, if any, of alcohol or drugs, or who received a citation for a moving traffic violation because of the accident, will be tested for both alcohol and drugs. An employee required to be tested under these circumstances will be transported to the testing site by the SWCCOG.

The results of a blood, urine, or breath test for the use of prohibited drugs or alcohol misuse, conducted by Federal, State or local officials having independent authority for the test, shall be deemed to meet the requirements of this section.

If an alcohol test is not conducted within two (2) hours, the reason must be documented. If a test is not conducted in eight (8) hours, the reason must be documented and a test may not be conducted. Following an accident, an employee may not use alcohol until an alcohol test is conducted or until eight (8) hours have passed.

Testing will consist of a breath or blood alcohol concentration and/or a urine test for the presence of controlled substances.

#### Reasonable Suspicion

If reasonable suspicion exists to believe that an employee, while on the job, is impaired by alcohol or illegal drugs, the supervisor or department head will require the employee to submit immediately to testing.

A reasonable suspicion determination must be based on the following:

- Direct observation by at least one (1) supervisor of an employee's unusual demeanor, appearance or conduct, or irrational behavior (e.g.: slurred speech, lack of balance, excessive aggressiveness, docility, drowsiness, etc...), difficulty performing or inability to perform normal job functions, smell of alcohol or illegal drugs; or
- Suspected use of alcohol or possession or use of illegal drugs on the job, based on direct observation or credible information; or
- Facts and circumstances surrounding a serious on-the-job accident or injury involving SWCCOG equipment, property or personnel that reasonably indicate an employee might be at fault.

The determination of reasonable suspicion must be documented prior to the receipt of the test results or no later than twenty-four (24) hours subsequent to the determination, whichever occurs earlier.

Reasonable efforts will be made by the supervisor or department head to obtain the SWCCOG Director's approval prior to testing under this section.

### Procedure

~~Your~~ The supervisor or other official must observe specific examples and make observations of appearance, behavior, speech, or body odors which lead him/her to believe that the employee is using or abusing alcohol or drugs. The person who makes the observation will not be the same person who administers the alcohol or drug test. If the employee is required to be tested under these circumstances, the SWCCOG will provide transportation to the testing site.

**Commented [D53]:** The? There's a general gram issue of consistent use of 3<sup>rd</sup> person vs. 2<sup>nd</sup> person thr the document.

When the supervisor or other official has reasonable suspicion that an employee is using or has used illegal drugs, he/she will place a report of the incident in the employee's file, and sign the report either within 24 hours after he/she observed the said employee, or before the drug test results are released, whichever is earlier.

### Prohibited conduct

The following specific conduct is prohibited. This list is not all inclusive and is not limited to the following examples:

- Being on duty or driving a vehicle while in possession of alcohol.
- If an employee has to take an alcohol test after an accident, using alcohol within eight (8) hours after the accident or until the employee takes a post-accident alcohol test, whichever happens first.
- Refusing to take a post-accident alcohol or drug test, a random alcohol or drug test, a reasonable suspicion alcohol or drug test, or a follow-up alcohol or drug test.
- Being on duty or remaining on duty under a controlled substance, except when the use is prescribed by a licensed physician and when the physician has advised the employee in writing that the use of the controlled substance will not affect the employee's ability to perform the functions of the position.

### Return to work

If an employee returns to work after having tested positive for either alcohol or drugs, they will be tested again for alcohol or drugs after returning to work.

### Follow-Up

If an employee ~~have~~ has engaged in prohibited conduct they will be subject to unannounced follow-up tests for alcohol and/or drugs as directed by the Director or Human Resources Director. Follow-up alcohol tests may take place just before, just after, or while performing the employee's work duties. Follow-up testing will not exceed 60 months from the employee's return to duty.

**Commented [D54]:** has

## CONSEQUENCES

Testing positive for alcohol or drugs will result in disciplinary action up to and including termination.

PART III, DRUG TESTING ARE CONSIDERED TO BE A PART OF THIS HANDBOOK AND ADMINISTERED OR ENFORCED UNDER PART I, UNLESS SPECIFICALLY ADMINISTERED OR ENFORCED ELSEWHERE.

Commented [D55]: ENFORCED

In the event that any provision of the handbook is held invalid for any reason the remaining provisions shall remain in full force and effect.

### ACKNOWLEDGEMENT OF RECEIPT

I have received a copy of the SWCCOG Employee Handbook consisting of Parts I, II, and III dated December 2014-3

Commented [D56]: 2013

I understand that neither myself nor the SWCCOG is committed to an employment relationship for a fixed period of time. Employment with the SWCCOG is at-will. Both the SWCCOG and I have the right to terminate this employment at any time for any reason. The language used in this handbook and any verbal statements of management are not intended to constitute a contract of employment, either express or implied, nor are they a guarantee of employment for any specific duration.

I understand that no representative of the SWCCOG, other than the SWCCOG Board, has authority to enter into an agreement of employment of any specified period and such agreement must be in writing, authorized by the SWCCOG Board, signed by the Chair of the SWCCOG and myself. We have not entered into such an agreement.

Further, I understand that the contents of this handbook are summary guidelines for employees and therefore are not all inclusive. Except for the at-will nature of employment, the SWCCOG reserves the right to suspend, terminate, interpret or change any or all of the guidelines mentioned, along with any other procedures, practices, benefits or other programs of the SWCCOG. These changes may occur at any time, with or without notice.

In the event that any provision of this handbook is held invalid for any reason, the remaining provisions shall remain in full force and effect.

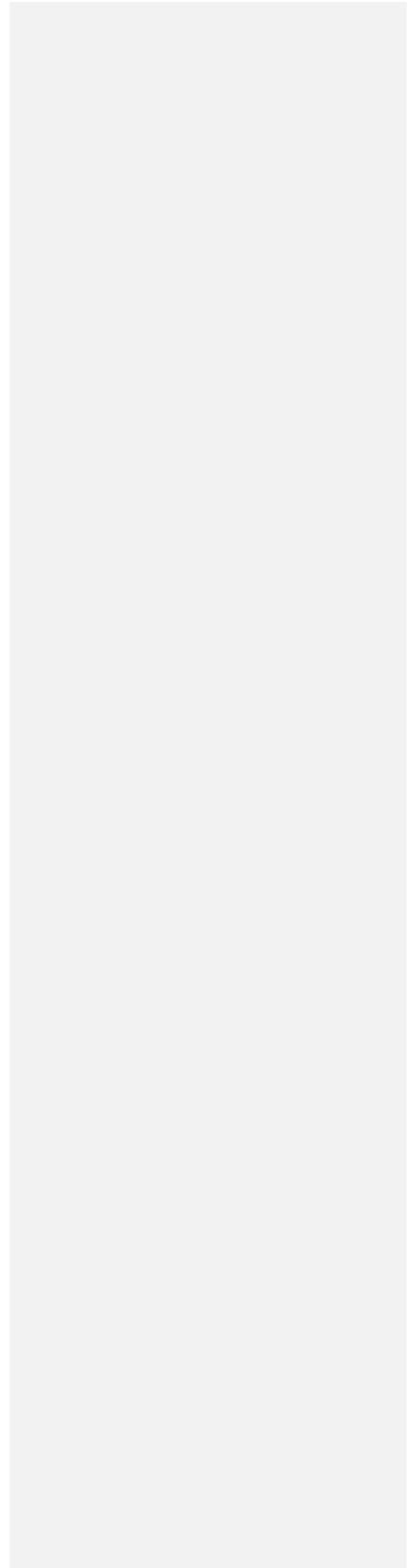
Attachment: Personnel Policy 29 November 2013 DRAFT (1446 : Personnel Policy)

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Signature

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Date



**Attachment: Personnel Policy 29 November 2013 DRAFT (1446 : Personnel Policy)**

ITEM NO. (ID # 1481)

DATE: 12/6/2013

## AGENDA REQUEST

\*

**STAFF RESOURCE:** Miriam Gillow-Wiles, Director

**REQUESTING DEPT:** Southwest Colorado Council of  
Governments

**TYPE:** SWCCOG Contract

**SUBJECT:** MOU with Region 9

**BACKGROUND:**

The attached MOU with Region will provide bookkeeping services, administration of grants/contracts/financial obligations, close out DOLA Telecom grant, provide the audit of the DOLA Telecom grant, transition financials to SWCCOG at the end of the MOU, and pay for the SWCCOG 2014 CARO dues.

**FISCAL IMPACT:****RECOMMENDED ACTION:**

Approval of the MOU with Region 9

**ATTACHMENTS:**

- 12 December 06 2013 MOU between Region 9 and SWCCOG (DOC)

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

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between the SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS, an association of political subdivisions of the state of Colorado, (hereinafter referred to as the SWCCOG), and the REGION 9 ECONOMIC DEVELOPMENT DISTRICT OF SOUTHWEST COLORADO, INC., a Colorado non-profit corporation (hereinafter referred to as Region 9 EDD):

WITNESSETH:

WHEREAS, the SWCCOG was the contractor (grantee) for a \$3,000,000 grant from the State of Colorado, Development of Local Affairs under EIAF contract No.6832, bearing an effective date of June 4, 2010 (the DOLA Contract); and

WHEREAS, Region 9 EDD is a formally recognized non-profit corporation organized under the laws of the State of Colorado and is currently carrying on economic development activities within the five counties in southwest Colorado, known as Region 9; and

WHEREAS, Ed Morlan, Executive Director of Region 9 EDD, was named as the Responsible Administrator in the DOLA Contract, and Region 9 EDD administered and implemented the DOLA Contract; and

WHEREAS, there was a prior Memorandum of Agreement dated \_\_\_\_\_, 2010 ("FIRST MOU"), specifying the relationships and operational procedures and obligations between the SWCCOG and Region 9 EDD, concerning the implementation of the DOLA Contract; and

WHEREAS, the DOLA Contract is nearing completion, such that it is time to wind down the FIRST MOU; and

NOW, THEREFORE in accordance with the above recitals, the SWCCOG and Region 9 EDD do hereby adopt this Memorandum of Agreement to act as a written policy in defining the relationship between Region 9 EDD and the SWCCOG to wind down the FIRST MOU.

1. Term and Payment.

The term for this agreement will be from January 1, 2014 through March, 31, 2014 and the terms and conditions can be extended by mutual written agreement of both parties. At termination, this agreement and the FIRST MOU will be terminated.

The total amount of funds that will be paid under this agreement will not exceed available funds from available sources as agreed to by both parties, as it is anticipated that there will be no charge for the services provided herein.

**MEMORANDUM OF AGREEMENT**  
**PAGE 2**

2. Description of Work by Region 9 EDD for SWCCOG.

- Provide accountant to administer the budget, and produce financial statements for the SWCCOG during transition from Region 9 EDD to SWCCOG;
- Administer all grants and contracts, meeting financial and report deadlines, and other requirements during transition;
- Responsible for DoLA telecommunications grant audit.
- Close out the DoLA telecommunications grant.
- Transition all financial records to the SWCCOG by the end of the contract period.
- Pay SWCCOG membership of \$750 to the Colorado Association of Regional Organizations for 2014.

3. Region 9 EDD and its staff are Not Employees of SWCCOG.

It is understood through this contract that the SWCCOG is contracting with the Region 9 EDD to provide specific services and this agreement should in no way be interpreted that Region 9 EDD, or its staff, is an employee of the SWCCOG.

4. Conflicts of Interest.

Region 9 EDD shall insure that no member of its Board or the governing body of the SWCCOG, or any other officer, employee or agent of the SWCCOG who exercises any functions or responsibilities in connection with the planning and carrying out of the project shall have any personal financial interest, direct or indirect, in this contract, except that Region 9 EDD employees assigned to the project shall receive compensation for their performance.

5. Termination Clause.

This agreement may be terminated with or without cause by either party upon thirty (30) days written notice. In the event of termination, Region 9 EDD shall be paid all amounts due for services hereunder through the date of termination.

6. Program Records and Access.

Region 9 EDD shall maintain all public records for the DOLA Contract at the corporate offices and provide public access to these records during normal business hours.

7. Miscellaneous.

A. Effective Date. The Effective Date of this Agreement shall be the date of the last party to sign.

B. Entire Agreement. This agreement embodies the entire agreement about its subject matter among the parties and supersedes all prior agreements and understandings, if any, and may be amended or supplemented only by an instrument in writing executed by all parties to this Agreement.

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

D. 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.

E. 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.

F. Severability. If any term or provision of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, this Agreement shall be deemed amended to delete there from the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provision of this Agreement shall not be affected thereby.

G. Notices. Except as otherwise provided in the Agreement, all notices or other communications by Region 9 EDD or any party hereto, and their Board members or officers shall be in writing; shall be sufficiently given and shall be deemed given when actually received.

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

AGREED:

(SEAL)

SOUTHWEST COLORADO COUNCIL OF  
GOVERNMENTS

\_\_\_\_\_  
SWCCOG Secretary

\_\_\_\_\_  
Bryce Capron, Chairperson

(SEAL)

REGION 9 ECONOMIC DEVELOPMENT  
DISTRICT OF SOUTHWEST COLORADO, INC.

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Ed Morlan, Executive Director, Region 9 Economic  
Development District

Attachment: 12 December 06 2013 MOU between Region 9 and SWCCOG (1481 : MOU with Region 9)



ITEM NO. (ID # 1480)

DATE: 12/6/2013

## AGENDA REQUEST

\*

**STAFF RESOURCE:** Miriam Gillow-Wiles, Director

**REQUESTING DEPT:** Southwest Colorado Council of  
Governments

**TYPE:** SWCCOG Item

**SUBJECT:** Committee Selection

**BACKGROUND:**

The Board needs to select the Executive Committee and decide on other committees and the representatives. Having a Housing committee would be very useful to help guide the COG with our goal of housing.

The attached list is a list of the 2013 Committees, please note, the Telecom Committee has not been active in 8+ months, and it should be discussed if the Telecom Committee should continue.

**FISCAL IMPACT:****RECOMMENDED ACTION:**

SWCCOG Board Appoints Executive Committee, self selects for Administrative, Housing, Legislative and Policy, Aging, and any other committees formed.

**ATTACHMENTS:**

- SWCCOG Committee Membership List January 2013 (DOC)

**SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS  
as of January 1, 2013**

**Committee Members List**

*Executive Committee*

1. Bryce Capron, Chair
2. Michael Whiting, Vice Chair
3. Dick White, Treasurer

*Legislative & Policy Committee*

1. Chris La May
2. Ron LeBlanc, Durango City Manager
3. Shane Hale
4. Bobby Lieb

*Telecommunications Committee*

1. Ernie Williams, Dolores County
2. David Mitchem, Pagosa Springs Town Manager
3. William Tookey, San Juan County Administrator
4. Jason Wells, Silverton Town Manager
5. Miriam Gillow-Wiles, Ignacio Town Planner
6. New Archuleta County Administrator when selected

**Non-voting reps:**

Bryan Crawford  
Rick Smith, Cortez  
Eric Pierson, Durango  
David Bygel, La Plata County  
Larry Escue, Pagosa  
Brian Crane

*Administration Committee ad-Hoc*

1. Ron Le Blanc
2. Archuleta County Administrator
3. Shane Hale
4. Bryce Capron

*Aging Committee*

1. Ernie Williams
2. Michael Whiting
3. Bobby Lieb

*CARO Representative*

1. Laura Lewis Marchino (Region 9)
2. Bryce

ITEM NO. (ID # 1484)

DATE: 12/6/2013

## AGENDA REQUEST

\*

**STAFF RESOURCE:** Miriam Gillow-Wiles, Director

**REQUESTING DEPT:** Southwest Colorado Council of  
Governments

**TYPE:** SWCCOG Item

**SUBJECT:** Resolution 2013-05 - Add Executive Director as Signer on  
Bank Accounts

**BACKGROUND:**

Remove Region 9 as a signer for the bank accounts. Add the Executive Director as a signer on the COG's bank accounts.

**FISCAL IMPACT:**

**RECOMMENDED ACTION:**

Approve Resolution 2013-05

**ATTACHMENTS:**

- Resolution 2013-05 (DOC)



## RESOLUTION #2013-05

### Resolution designating the authority to account signers

**WHEREAS**, the Southwest Colorado Council of Governments (SWCCOG) has a bank account;  
and,

**WHEREAS**, the SWCCOG requires there be designated signers on each account; and

**WHEREAS**, the SWCCOG feels it is prudent to remove Region 9 as a signer and add the Executive Director as a signer

**THEREFORE, BE IT RESOLVED**, that the Board of Directors of the SWCCOG acknowledge the attached signers on the account and authorizes each of them to sign checks and related account documentation when required.

Approved this \_\_\_\_ **day of December 2013** by the Board of Directors of the Southwest Colorado Council of Governments.

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Bryce Capron, Chair

---

Dick White, Secretary/Treasurer

**AUTHORIZED SIGNERS FOR SWCCOG CHECKING ACCOUNTS****First Southwest Bank Checking Account**

(each check requires two signatures)

Miriam Gillow-Wiles

**Previously Approved Signers from Resolution 13-01**

William Tookey

and/or

Dick White

and/or

Bryce Capron

ITEM NO. (ID # 1497)

DATE: 12/6/2013

## AGENDA REQUEST

\*

**STAFF RESOURCE:** Miriam Gillow-Wiles, Director

**REQUESTING DEPT:** Southwest Colorado Council of  
Governments

**TYPE:** SWCCOG Item

**SUBJECT:** Bylaws update with DOLA Language

**BACKGROUND:**

This item was brought to the Board in October, but tabled for further discussion. Attached is the email chain and documentation regarding the requested change from DOLA.

**FISCAL IMPACT:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

- DOLA Email Chain for IGA Changes 29 November 2013 (DOCX)
- Second Amended Bylaws 2012 (PDF)
- Current SWCCOG IGA (PDF)
- Updated SWCCOG IGA w DOLA Language October 2013 (PDF)

**From:** Laura Lewis  
**Sent:** Tuesday, August 06, 2013 10:49 AM  
**To:** 'Biggs - DOLA, Jarrod'  
**Cc:** Ken Charles

**Subject:** RE: SW Council of Governments

Hello again Jarrod, I hope you got all the information you needed in my last email. The SW Colorado Council of Governments has completed their 2012 audit and would like to forward a copy to DoLA. Could you please let me know who that should be directed to? Thanks so much.

Laura Lewis Marchino  
Assistant Director, Region 9  
295A Girard St.  
Durango, CO 81303  
(970)247-9621  
[www.scan.org](http://www.scan.org)

On Tue, Aug 20, 2013 at 5:52 PM, Laura Lewis <[laura@scan.org](mailto:laura@scan.org)> wrote:

Hello again Jarrod,

I wanted again to touch base as I haven't yet heard back from you regarding what additional information you might need for the SWCCOG to get everything in place so we can be "official". I am also still sitting on a copy of the audit. I wanted to know who I should send that to at your office? Thank you so much.

Laura Lewis Marchino  
Assistant Director, Region 9  
295A Girard St.  
Durango, CO 81303  
(970)247-9621  
[www.scan.org](http://www.scan.org)

**From:** Biggs - DOLA, Jarrod [<mailto:jarrod.biggs@state.co.us>]  
**Sent:** Wednesday, August 21, 2013 11:10 AM  
**To:** Laura Lewis  
**Cc:** Ken Charles; Scott Olene - DOLA  
**Subject:** Re: SW Council of Governments

Laura,

In terms of the audit, as we are not the official custodian of the audited financial statements, we always stress it is important to ensure the document has been sent to the [Office of the State Auditor](#) for their review and acceptance. There is no need to send an additional copy to our office (which has been practice of many in the past) as we receive "accepted" audits and exemptions from the OSA directly.

In regard to the formation documentation question. Within the previously provided IGA (attached), the document which was signed by each participating local government, we do not find language establishing an independent local government. We would typically see on the first page something to the effect of,

"NOW THEREFORE BE IT RESOLVED with this agreement, under the authority provided within Article XIV Sec. 18 of the State constitution and Title 29, Article 1, Part 2, the aforementioned local governments create and establish an intergovernmental authority hereby named the Southwest Colorado Council Of Governments which shall be an independent political subdivision of the state created for the following purposes...

If we found such language in an IGA, we would undoubtedly recognize the entity as an "intergovernmental authority" created by its member governments and enter such as a local government. In those cases we then expect the required annual budget for the authority and publish such within our records. If that is the desire of the SWCCOG I would suggest amending the Intergovernmental Agreement to reflect the formation of a separate political subdivision which has been provided autonomy afforded an IGA authority when they are established.

I apologize for the length at which we have taken to review the situation. What has made me question the formation has been the language in the IGA where SWCCOG is designated as a "forum" for local governments but not a local government itself. Since the COG deals primarily in money transferred from governmental sources, it ends up being a component unit of the local governments which are party to the agreement. In addition the district does not have the ability to contract on its own, but the "Contracting" clause specifies any contract must be agreed upon by the local governments which are party to the agreement. I have reviewed a number of other COG documents and find somewhat of a mixed bag in regard to their formation.

It appears that COGs have over the years both existed in the non-profit government association and in some cases as intergovernmental authorities. I have found that most COGs have Articles of Incorporation which do not exist in the local government statute, but are required to create a non-profit corporation. This is why there are very few COGs in our local government database, most were established as non-profits and not distinctly as local governments.

I hope this helps to further explain our position on the issue. Of course if there are further questions or concerns with my understanding or evaluation, please don't hesitate to let me know.

Thank you,

Jarrold



On Tue, Oct 8, 2013 at 4:41 PM, Susan Hakanson <[Susan.Hakanson@co.laplata.co.us](mailto:Susan.Hakanson@co.laplata.co.us)> wrote:

Hi Jarrod,

Does our first "Whereas" in our IGA attached say what you need per the email below?

Thanks,

Susan Hakanson  
Southwest Colorado Council of Governments  
Acting Director  
970-382-6212  
[susan.hakanson@co.laplata.co.us](mailto:susan.hakanson@co.laplata.co.us)

**From:** Biggs - DOLA, Jarrod [mailto:[jarrod.biggs@state.co.us](mailto:jarrod.biggs@state.co.us)]  
**Sent:** Tuesday, October 08, 2013 4:59 PM  
**To:** Susan Hakanson  
**Subject:** Re: email chain from DoLA

Susan,

The first whereas clearly outlines the statutory and constitutional ability for local governments to work together, but does not establish an independent and newly established intergovernmental authority.

WHEREAS, the parties to this Agreement which are political subdivisions of the State of Colorado have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et. seq., Colorado Revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually; and

As I had previously mentioned to Laura, the structure outlined in the agreement creates what we recognize as somewhat of a local government cooperative council and is not uncommon from our experience. It does not however, fully establish an independent political subdivision which can take action independent of any of its member local governments without their approval. It has been established that such entities do have a certain level of autonomy and is qualified to receive certain types of state funds, but we typically look for something further to establish an independent local government in our system. That is where I had suggested explicitly including in the IGA a clause that establishes explicitly an "intergovernmental authority" as an "independent political subdivision of the State".

I hope this helps to explain, if it does not or if you have other questions, please let me know.

thanks

jarrod

**From:** Susan Hakanson [mailto:[Susan.Hakanson@co.laplata.co.us](mailto:Susan.Hakanson@co.laplata.co.us)]  
**Sent:** Tuesday, October 08, 2013 5:30 PM  
**To:** LeBlanc, Ron ([Ron.LeBlanc@durangogov.org](mailto:Ron.LeBlanc@durangogov.org)); 'Bryce Capron' ([bc\\_signs@hotmail.com](mailto:bc_signs@hotmail.com)); White, Dick; 'Michael Whiting'; Bobby Lieb  
**Cc:** Laura Lewis; [jarrod.biggs@state.co.us](mailto:jarrod.biggs@state.co.us)  
**Subject:** FW: email chain from DoLA

Please see the message from DoLA on IGA language from DoLA.

I believe that the board could and should vote on this language change as they did the change to the bi-laws and articles to bring us into compliance.

Thank you,

Susan Hakanson  
La Plata County  
970-382-6212  
[susan.hakanson@co.laplata.co.us](mailto:susan.hakanson@co.laplata.co.us)

## **SECOND AMENDED BYLAWS OF THE SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS**

### **ARTICLE I Adoption and Effect**

These Second Amended Bylaws shall become effective upon the adoption thereof by a two-thirds majority of the voting representatives of the Southwest Colorado Council of Governments (hereinafter, the "SWCCOG" or "Board") (a separate governmental entity formed by intergovernmental agreement pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201 et seq., Colorado Revised Statutes) at any regular meeting, and according to the procedure established for voting by the Articles of Association ("Articles") and shall not be construed to operate in contravention of any provision of said Articles, or of the Intergovernmental Agreement for The Southwest Colorado Council of Governments ("SWCCOG Member IGA"). Any provision herein determined to be contrary to or in violation of said Articles or SWCCOG Member IGA shall be null, void, and of no effect.

The SWCCOG is an "association" formed by the Member Jurisdictions, as defined below, pursuant to C.R.S. §§ 29-1-401 and 402.

### **ARTICLE II Representatives of Member Jurisdictions, Term, Voting, Conflicts of Interest, Vacancies, Quorum, Compensation**

#### **1. Representatives**

A "Member Jurisdiction" is a city, county or town in the five county area served by SWCCOG that has a current executed SWCCOG IGA. Each Member Jurisdiction shall be entitled to a voting representative on the SWCCOG Board of Directors as set forth in these Bylaws. A Member Jurisdiction shall appoint a representative and alternate to the SWCCOG. The Southern Ute and Ute Mountain Ute Tribes, as "Affiliate Members" of the SWCCOG, shall each be entitled to appoint one non-voting representative.

#### **2. Term**

Unless sooner replaced by the appointing Member Jurisdiction, the term of each representative and alternate representative shall be two years and shall commence at the first regular SWCCOG meeting held in January.

#### **3. Allocation of Voting Rights**

A Member Jurisdiction's representative shall be entitled to one (1) vote on all matters that may be cast by the representative or alternate representative if the representative is absent. Affiliate Members' representatives are not entitled to vote.

#### **4. Conflict of Interest**

No representative to the Board or alternate representative nor any immediate member of the family of any such representative shall acquire or have any interest, direct or indirect, in (a) any property or property acquired, held, leased or sold by the SWCCOG: or (b) any entity with whom the SWCCOG has contracted with to plan, finance, construct, reconstruct, repair, maintain, manage or operate any property, project or program related to the SWCCOG. If any representative or alternate representative has such an interest, whether direct or indirect, he or she shall immediately disclose the same to the Board, and such disclosure shall be entered upon the minutes of the Board. Upon such disclosure, such representative shall not participate in any action by the Board affecting the project, property, or contract unless the Board determines that, in light of such personal interest, the participation of such member in any such act would not be contrary to the public interest, and that such action is authorized by applicable Colorado law regarding conflicts of interest, public trust and fiduciary duty.

#### **5. Vacancies**

If any SWCCOG representative shall cease to hold office on the governing board or cease to hold his or her appointed position of its Member Jurisdiction, a vacancy shall exist and the appointing Member Jurisdiction shall fill the vacancy and such appointee shall serve until the expiration of the original representative's term.

#### **6. Quorum**

A quorum shall consist of at least one half plus one of the total number of voting representatives. Any representative may attend a meeting of the Board in person, or by remote, electronic or telephonic communication methods provided the representative may hear and be heard by others attending the meeting.

#### **7. Proxy Voting**

Proxy voting is not permitted.

#### **8. Vote**

A simple majority of votes cast at any meeting shall be required to adopt any matter before the SWCCOG or by any duly authorized SWCCOG Committee, except as otherwise provided herein.

#### **9. Compensation**

No representative shall receive any pay or other compensation from the SWCCOG for acting as such, except that a representative may be reimbursed for expenses incurred on behalf of the SWCCOG upon approval of a majority of the representatives.

### ARTICLE III Officers

#### 1. Officers

The SWCCOG will elect a Chair, Vice Chair and Secretary-Treasurer from among its representatives. No representative may be an officer unless its Member Jurisdiction has a current SWCCOG Member IGA.

A. **Chair:** The Chair shall preside at all meetings of the SWCCOG and shall be the chief officer of the SWCCOG. The Chair will only be able to vote in the event of a tie. The governmental entity that appointed the person named Chair will be able to appoint an additional voting representative to the SWCCOG. The Chair may serve successive 1 year terms as voted upon by the representatives.

B. **Vice Chair:** The Vice Chair shall exercise the functions of the Chairman in the Chair's absence or incapacity.

C. **Secretary-Treasurer:** The secretary shall (i) cause to be kept the official minutes of the proceedings of the Board and any committees of the SWCCOG, (ii) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law, and (iii) shall perform such other duties as may be consistent with his or her office or as may be required by the Chair.

#### 2. Election of Officers:

Officers shall be elected by a simple majority of the voting representatives of the SWCCOG making up a quorum. Officers shall serve for a term of one (1) year from the date of their election, unless they cease to be a representative before that time. Officers may be elected to successive 1 year terms as voted on by the representatives

#### Duties and Powers of Officers

A. The Officers of the Board shall also comprise the Executive Committee. The Executive Committee shall have all of the powers and duties which may lawfully be assigned to it by the Board of Directors and it shall be permitted to function, in its discretion, between Board meetings and while the Board is not in session. Meetings of the Executive Committee may be called by any member of the Executive Committee and the conduct of such meeting shall comply with the Colorado Open Meetings Law. The Executive Committee is authorized, subject to further order of the Board of Directors, to oversee the following business and affairs of the SWCCOG and to direct and supervise professional staff and the specific powers to do the following:

1. Develop specific policies regarding the employment of and job related duties for employees of the SWCCOG and directly supervise the performance and activities of such employees except that any recommendation as to the hiring, firing, suspension, or demotion of an Executive Director must be referred to the Board of Directors for decision. Members of the Board of Directors who have substantive issues or concerns

Revised Bylaws as proposed under Resolution 12-05

with respect to the supervision, performance or acts of any employees shall direct all inquiries to the Executive Committee.

2. Develop specific policies regarding the general day-to-day operations of the SWCCOG.

3. Advise staff on correspondence, administrative policy, operational decisions that need to occur before the next regularly scheduled Board meeting. Conduct follow-up work on Board decisions and discussions and other matters as appropriate to provide staff guidance consistent with the decisions of the Board.

4. The powers provided to the Executive Committee have been granted to facilitate the regular and day-to-day operations of the SWCCOG. However, the power to make major or substantial decisions regarding the operation of the SWCCOG is reserved to the Board of Directors. The Executive Committee shall not be empowered except through the Board's adoption of a separate resolution, to make any decisions on behalf of the SWCCOG that are out of the ordinary course of its business, including, but not limited to, the following:

- a) Amending these Bylaws or the SWCCOG's Articles of Association;
- b) Removing or appointing a representative or officer from office or to a committee;
- c) Fixing compensation, hiring or removing an employee, contractor or agent;
- d) Obligating the SWCCOG to any new debt or financial obligations;
- e) Entering into a multi-year financial obligation;
- f) Selling, transferring, or acquiring a major asset;
- g) Taking any action that is inconsistent or conflicts with the policies, resolutions, or the expressed wishes of the Board.

B. The Chair may be authorized by the Board to finalize and execute contracts and other documents.

C. The Secretary-Treasurer shall review all bills and shall authorize their payment in accordance with the direction of the Board. The Secretary-Treasurer shall regularly review and approve financial reports and see that they are forwarded to the Board.

D. Any use of the authority of the Executive Committee shall require all officers to be properly notified in advance of the meeting, require at least 2 officers participating in the meeting, and require at least 2 affirmative votes. The Chairman may vote in Executive Committee meetings.

E. All decisions of the Executive Committee shall be reported at the following Board meeting.

#### **4. Removal, Resignations and Vacancies of Officers**

Any Officer elected by the Board may be removed at any time by the Board by a two-thirds vote. Any Officer may resign at any time by giving written notice of the Officer's resignation to the Chair or to the Secretary-Treasurer, and acceptance of such resignation shall not be necessary to make it effective unless the notice so provides. Any vacancy occurring in any Officer position, the election to which is made by the Board, shall be filled by the Board for the unexpired portion of the term.

### **ARTICLE IV Annual Dues Assessment Policies**

#### **1. Dues Assessment**

The Board may decide upon an annual dues assessment for services. In recognition of the mandatory nature of regional delivery of many of SWCCOG's services and the matching fund requirements for these services, the SWCCOG shall establish dues assessment policies that serve to ensure the equitable distribution of its member jurisdiction assessment obligations.

### **ARTICLE V Financial Management**

#### **1. Annual Budget**

The SWCCOG budget and fiscal year will follow the calendar year. Each year by September 1st, the Chairman shall submit, to the SWCCOG an estimate of the budget required for the operation of the SWCCOG during the ensuing calendar year. The SWCCOG will adopt their budget by December 15th of each calendar year.

#### **2. Funding Sources**

The SWCCOG is specifically empowered to contract or otherwise participate in and to accept grants, funds, gifts or services from any Federal, State or local government or its agencies or instrumentality thereof, and from private and civic sources, and to expend funds received there from, under provisions as may be required of and agreed to by the SWCCOG, in connection with any program or purpose for which the SWCCOG exists.

#### **3. Accounting**

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

## **ARTICLE VI Amendment**

These Bylaws may be amended by 2/3 majority vote of the quorum of representatives, acting by resolution, in either regular or special session.

## **ARTICLE VII Rules of Order**

Except as otherwise limited by State law and these Bylaws, Robert's Rules of Order shall prevail for the conduct of business of the SWCCOG.

## **ARTICLE VIII Meetings**

### **1. Regular Meetings**

The regular meetings of the Board shall occur at a date, time and place fixed by the Board. SWCCOG representatives shall meet at least quarterly and at such other times as the Chair may direct. All Board and committee meetings shall be open to the public and comply with the Colorado Open Meetings Law, C.R.S. 24-6-401 et seq, or any successor statute thereto. Executive sessions may be held in compliance with the Colorado Open Meetings Law, or any successor statute thereto.

### **2. Special Meetings**

Special meetings may be called by the Chair or a majority of the Executive Committee Members or with a request made by a majority of the representatives.

### **3. Public Notice of Meetings**

Public notices of meetings will be posted at the La Plata County Courthouse and shall otherwise comply with the Colorado Open Meetings Law.

## **ARTICLE IX Committees**

### **1. Executive Committee**

The Executive Committee shall be comprised of the Chair, Vice Chair and Secretary-Treasurer.



## 2. Advisory Committees

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

### ARTICLE X Immunity, Indemnification, and Insurance

The SWCCOG is an "instrumentality of its member political subdivisions" and, as such shall enjoy, the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et. seq., Colo. Rev. Stat., as now or hereafter amended, or any other applicable sovereign or governmental immunity. The SWCCOG shall be liable for all matters set forth in Section 24-10-110, Colo. Rev. Stat. with respect to the costs of defense and the payment of all judgments and settlements of claims against it, its Representatives, Officers, employees, servants or authorized volunteers.

The Representatives, Officers, employees, servants or authorized volunteers of the SWCCOG should use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties hereunder. Representatives, Officers, employees, servants or authorized volunteers of the SWCCOG shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care. No Representative, Officer, employee, servant or authorized volunteer shall be liable for any action taken or omitted by any other Representative, Officer, employee, servant or authorized volunteer.

SWCCOG shall purchase and maintain at all times an adequate policy of public entity liability insurance on behalf of any and all of its present or former Representatives, Officers, employees, servants or authorized volunteers which insurance shall at the minimum provide the amount of coverage described in C.R.S. § 24-10-115(1), including errors and omissions coverage. The SWCCOG may purchase such additional insurance as the Board deems prudent.

The SWCCOG's Representatives, Officers, employees, servants or authorized volunteers acting within the scope of their employment and during the scope of his or her duties shall be indemnified pursuant to C.R.S. § 24-10-110. The SWCCOG may also in its discretion make payments of reasonable costs and expenses, including reasonable liability expenses and attorneys' fees, that are incurred by Representatives, Officers, employees, servants or authorized volunteers of the SWCCOG, pending a final disposition of a proceeding against

Revised Bylaws as proposed under Resolution 12-05

them and a final determination of that person's eligibility for indemnification, but such person shall have in place a suitable contractual arrangement requiring any such payment or reimbursement to be repaid to SWCCOG if it is ultimately determined that his or her action was not made, taken, or omitted in good faith or was not within the scope of his or her authority.

**ARTICLE XI  
Principal Office**

The central communications address and headquarters of the SWCCOG for the purpose of notice, record keeping and communications shall be at 295A Girard St. Durango, CO., The SWCCOG Board may relocate the SWCCOG headquarters and change the address, as it deems fit.

**Amended by SWCCOG Board on June 1, 2012:**

Attest: Tom Jennerell Date: 6/19/12

**Tom Jennerell, SWCCOG Chair**

Attachment: Second Amended Bylaws 2012 (1497 : Bylaws update to include DOLA Language)

**INTERGOVERNMENTAL AGREEMENT  
FOR  
THE SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS**

THIS AGREEMENT, effective this \_\_\_ day of \_\_\_\_\_, 2009 by and among the following local governments\*:

1. Archuleta County
2. Dolores County
3. La Plata County
4. San Juan County
5. City of Cortez
6. City of Durango
7. Town of Bayfield
8. Town of Dolores
9. Town of Dove Creek
10. Town of Ignacio
11. Town of Mancos
12. Town of Pagosa Springs
13. Town of Rico
14. Town of Silverton
15. Southern Ute Indian Tribe\*\*
16. Ute Mountain Ute Indian Tribe\*\*

\*Only those local governments that have returned an executed Certificate of Participation or official letter attached will be considered a part to the Agreement.

\*\* As sovereign nations, it is contemplated that the two Tribes will be ad hoc members to the extent of their interest in participating.

WHEREAS, the parties to this Agreement which are political subdivisions of the State of Colorado have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et. seq., Colorado Revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually; and

WHEREAS, the parties to this Agreement which are Indian tribes are authorized to provide services, operate programs, and enter into agreements pursuant to their Constitutions adopted and approved pursuant to the Indian Reorganization Act; and

WHEREAS, the parties to this agreement desire to work with the Colorado Department of Local Affairs with respect to issues of substantial regional interest; and

WHEREAS, the parties to this agreement recognize the value of having a single organization that represents the common interests of governmental entities in Southwestern Colorado in a manner that facilitates the availability of new, additional funding that would not otherwise be available, or furthers an opportunity to obtain new efficiencies where the consensus is that such an initiative would be mutually beneficial;

NOW THEREFORE, the parties hereby mutually agree as follows:

1. Designation of Southwest Colorado Council of Governments (SWCOG). The parties to this agreement may each appointment one representative and one alternate of their choice to the SWCOG to serve for two year terms.
2. Responsibilities of the SWCOG. The SWCOG shall:

- Serve as a forum for local governments to identify regional issues and opportunities, develop strategies, and make recommendations to local governments on activities that will have substantial area-wide benefits
  - Identify and prioritize regional issues to explore
  - Reduce duplication of services and gain new organizational efficiencies
  - Have the ability to apply for funding, not otherwise available to individual governments
  - Seek unified voice on regional issues
  - Provide a more consolidated system to provide oversight of various regional programs that are essentially government funded (or partially) for regional public services that are delivered by non-profit organizations.
  - Incorporate the needs and recommendations of the SWCOG, suggesting updates and amendments as necessary.
3. Terms of Officers. The SWCOG shall also be responsible for electing a Chair and Vice-Chair to the SWCOG for a term of one year. Once elected Chair, this person will be considered to represent regional interests and will only be able to vote in SWCOG meetings in the event of a tie. The governmental entity that appointed the person named Chair will be able to appoint an additional voting member to the SWCOG. There are no term limits for the Chair position.
  4. Quorum. The Quorum for the SWCOG shall be a majority of the participating members. In the event of less than a quorum, decisions may be ratified through email ballots signed and returned by enough of the Commission members to constitute a quorum.
  5. Contracting. SWCOG may, with the consent of the parties to this Agreement, contract the services of other eligible individuals or entities to carry out all or any portions of the responsibilities assumed by the SWCOG under this Agreement.
  6. Distribution of state or federal funds. The SWCOG may, through contracts or Memoranda of Agreement, receive and expend state, tribal or federal funds designated for regional projects.
  7. Term of Agreement. This Agreement shall remain in full force and effect for so long as the parties to this Agreement consider necessary. Any party to this Agreement may, however, terminate its participation in this Agreement **six** months after providing written notice of such termination to the other parties of this Agreement. This Agreement may be terminated at any time by agreement of all parties to this Agreement unless a grant contract is in effect. In this case, the applicable grantors must approve such termination and arrangements for completing the project.
  8. Modifications and Changes. The terms of this Agreement may be modified at any time by **Agreement** of **all** parties to this Agreement.
  9. IN WITNESS HEREOF, the parties hereto have executed this Agreement, effective as of the day first written above as evidenced by attached certification designating the local jurisdiction's representative to the SWCOG and certified by the appropriate authorized official.

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**INTERGOVERNMENTAL AGREEMENT  
FOR  
THE SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS**

THIS AGREEMENT, effective this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and among the following local governments\*:

1. Archuleta County
2. Dolores County
3. La Plata County
4. San Juan County
5. City of Cortez
6. City of Durango
7. Town of Bayfield
8. Town of Dolores
9. Town of Dove Creek
10. Town of Ignacio
11. Town of Mancos
12. Town of Pagosa Springs
13. Town of Rico
14. Town of Silverton
15. Southern Ute Indian Tribe\*\*
16. Ute Mountain Ute Indian Tribe\*\*

\*Only those local governments that have returned an executed Certificate of Participation or official letter attached will be considered a part to the Agreement.

\*\* As sovereign nations, it is contemplated that the two Tribes will be ad hoc members to the extent of their interest in participating.

WHEREAS, the parties to this Agreement which are political subdivisions of the State of Colorado have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et. seq., Colorado Revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually; and

WHEREAS, the parties to this Agreement which are Indian tribes are authorized to provide services, operate programs, and enter into agreements pursuant to their Constitutions adopted and approved pursuant to the Indian Reorganization Act; and

WHEREAS, the parties to this agreement desire to work with the Colorado Department of Local Affairs with respect to issues of substantial regional interest; and

WHEREAS, the parties to this agreement recognize the value of having a single organization that represents the common interests of governmental entities in Southwestern Colorado in a manner that facilitates the availability of new, additional funding that would not otherwise be available, or furthers an opportunity to obtain new efficiencies where the consensus is that such an initiative would be mutually beneficial;

**NOW THEREFORE BE IT RESOLVED** with this agreement, under the authority provided within Article XIV Sec. 18 of the State Constitution and Title 29, Article 1, Part 2, the aforementioned local governments create and establish an intergovernmental authority hereby named the Southwest Colorado Council of Governments which shall be an independent political subdivision of the state created for the following purposes:, the parties hereby mutually agree as follows:

1. The parties to this agreement may each appointment one representative and one alternate of their choice to the SWCCOG to serve for two year terms.

2. Responsibilities of the SWCCOG. The SWCCOG shall:
- Serve as a forum for local governments to identify regional issues and opportunities, develop strategies, and make recommendations to local governments on activities that will have substantial area-wide benefits
  - Identify and prioritize regional issues to explore
  - Reduce duplication of services and gain new organizational efficiencies
  - Have the ability to apply for funding, not otherwise available to individual governments
  - Seek unified voice on regional issues
  - Provide a more consolidated system to provide oversight of various regional programs that are essentially government funded (or partially) for regional public services that are delivered by non-profit organizations.
  - Incorporate the needs and recommendations of the SWCCOG, suggesting updates and amendments as necessary.
3. Terms of Officers. The SWCCOG shall also be responsible for electing a Chair and Vice-Chair and **Treasurer** to the SWCCOG for a term of one year. Once elected Chair, this person will be considered to represent regional interests and will only be able to vote in SWCCOG meetings in the event of a tie. The governmental entity that appointed the person named Chair will be able to appoint an additional voting member to the SWCCOG. There are no term limits for the Chair position.
4. Quorum. The Quorum for the SWCCOG shall be a majority of the participating members. ~~In the event of less than a quorum, decisions may be ratified through email ballots signed and returned by enough of the Commission members to constitute a quorum.~~
5. Contracting. SWCCOG may, with the consent of the parties to this Agreement, contract the services of other eligible individuals or entities to carry out all or any portions of the responsibilities assumed by the SWCCOG under this Agreement.
6. Distribution of state or federal funds. The SWCCOG may, through contracts or Memoranda of Agreement, receive and expend state, tribal or federal funds designated for regional projects.
7. Term of Agreement. This Agreement shall remain in full force and effect for so long as the parties to this Agreement consider necessary. Any party to this Agreement may, however, terminate its participation in this Agreement **six** months after providing written notice of such termination to the other parties of this Agreement. This Agreement may be terminated at any time by agreement of all parties to this Agreement unless a grant contract is in effect. In this case, the applicable grantors must approve such termination and arrangements for completing the project.
8. Modifications and Changes. The terms of this Agreement may be modified at any time by **Agreement** of **all** parties to this Agreement.
9. IN WITNESS HEREOF, the parties hereto have executed this Agreement, effective as of the day first written above as evidenced by attached certification designating the local jurisdiction's representative to the SWCCOG and certified by the appropriate authorized official.

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ITEM NO. (ID # 1485)

DATE: 12/6/2013

## AGENDA REQUEST

\*

**STAFF RESOURCE:** Miriam Gillow-Wiles, Director

**REQUESTING DEPT:** Southwest Colorado Council of  
Governments

**TYPE:** SWCCOG Item

**SUBJECT:** Resolution 2014-04 - SWIMT Bank Account Update

**BACKGROUND:**

In November the Board tabled Resolution 2013-04, to open a SWIMT bank account. Please see the attached memo from the SWIMT requesting reimbursements until they have established fiscal policies and need access to the cash on a immediate basis. This is in line with the agreement with them.

**FISCAL IMPACT:**

**RECOMMENDED ACTION:**

No action necessary.

**ATTACHMENTS:**

- SWIMT Memo to SWCOG - November 2013 (2) (PDF)

# memo

**TO:** Southwest Colorado Council of Governments  
**FROM:** Jim Spratlen, SWIMT Co-Coordinator  
 Drew Petersen, SWIMT Co-Coordinator  
**DATE:** November 21, 2013  
**RE:** Monthly Financial Report – November 2013



In September 2013, the Southwest Incident Management Team (SWIMT) received their first State deployment since being certified as a Type III incident management team. Ten members of the team and one trainee were sent to the city of Evans to assist with a flooding incident. The SWIMT has submitted an invoice to the State of Colorado for reimbursement of those members' salaries and associated expenses.

Per the Memorandum of Understanding between the SWCCOG and the SWIMT dated January 15, 2013, the SWCCOG receives 10 percent of the gross operating and capital revenue income of the SWIMT as compensation for serving as the SWIMT fiscal agent. The State has been directed to make the check payable to the Southwest Colorado Council of Governments and will be distributed as follows:

Reimbursements to Sponsoring Agencies	\$41,444.41
M&A (10%) due to the SWCCOG	\$ 4,144.45
<b>Total due from the State</b>	<b>\$45,588.86</b>

We recommend setting up a sub-account within the accounting system so that any revenue and expenditures by the SWIMT are tracked separately from the SWCCOG general fund. The previous request by SWIMT for a purchasing card is hereby withdrawn until appropriate financial policies are adopted by the SWIMT.



ITEM NO. (ID # 1498)

DATE: 12/6/2013

## AGENDA REQUEST

\*

**STAFF RESOURCE:** Miriam Gillow-Wiles, Director

**REQUESTING DEPT:** Southwest Colorado Council of  
Governments

**TYPE:** SWCCOG Item

**SUBJECT:** Director Report

**BACKGROUND:**

**FISCAL IMPACT:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

- 12 December 06 2013 Director Report (DOCX)
- 6832 CA#3 E-Memo BL Amendment Impact Charles (PDF)
- 6832 CA#3 (PDF)

# Director Report

To: SWCCOG Board of Directors  
From: Miriam Gillow-Wiles  
Date: 12/6/2013

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Comments: Since starting on November 12<sup>th</sup>, I have been working on a number of things. A lot of them are small things that involve getting an office set up, transferring knowledge from the Responsible Administrator and Acting Executive Director, and generally getting a startup mostly operational. Some of the major highlights of the last 3 weeks are as follows:

#### Personnel Policy

Attached you have the Personnel Policy, this has been reviewed by the Executive Committee, Legal, and Durango's HR. Also, much thanks to Cortez and Durango for providing their Personnel Policies so we did not have to reinvent the wheel.

#### Transfer of Knowledge

I have been working with the previous acting director to understand all the different on-going projects such as SWConnect. I have also been working with Region 9 to understand the financials.

#### Telecommunications Grant

DOLA approached Region 9 to suggest we request an extension of the Telecom Grant. Ed Morlan requested an extension. We have received a 90 day extension for the Telecom Grant. Please see the attached extension request and acceptance letters.



November 21, 2013

Attached you will find your contract amendment for the Energy Impact Assistance Fund. If the contract amendment is satisfactory as written, please send **three signed** copies of each contract, signed and dated by an authorized signator, (**original signatures**). **Please note that an authorized signator is a County Chief Elected Official, City/Town Mayor, or District Board President. If any other individual should have authorization to sign contracts, please provide a letter from the Chief Elected Official approving the authority to sign.**

Please be sure that you submit 3 copies of the entire contract and not just the signature page. An attesting signature and seal is not required.

Please send the **three signed** copies of the contract to:

Department of Local Affairs  
ATTENTION: Diane Von Dollen  
1313 Sherman Street, Room 521  
Denver, CO 80203

If you have any questions, please call Ken Charles at (970) 247-7311, or me at (303) 866-3245.

Sincerely,

Beth Lipscomb  
Contracts Specialist  
Department of Local Affairs

Enclosures

Cc: Ken Charles, DOLA Regional Manager

Attachment: 6832 CA#3 E-Memo BL Amendment Impact Charles (1498 : Director Report)

**MEMORANDUM**

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**TO:** Diane Von Dollen  
**THROUGH:** Ed Morlan, SWCCOG  
**FROM:** Beth Lipscomb  
**DATE:** November 21, 2013  
**RE:** Contract Approvals

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FOR FINAL APPROVAL ROUTING (3 COPIES ENCLOSED):

RE: EIAF 6832 - SWCCOG Telecommunications Infrastructure CA#3

  √   Contractor's Federal I.D.# on file with Accounting

       Form sent to Contractor to complete

Ken Charles, DOLA Regional Manager

Attachment: 6832 CA#3 E-Memo BL Amendment Impact Charles (1498 : Director Report)

## CONTRACT AMENDMENT

<b>Amendment #: 3</b>	<b>Encumbrance #: F10MLG6832</b>
<b>Original Contract CMS or CLIN #: 18373, 50937, 55578</b>	<b>Amendment CMS #: 62874</b>

### 1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between the **SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS** (hereinafter called "Grantee" or "Contractor" or "SWCCOG"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Department of Local Affairs, Division of Local Governments, (hereinafter called the "DOLA").

### 2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

### 3) FACTUAL RECITALS

The Parties entered into the Contract for/to design and construct the Southwest Colorado Access Network regional telecommunications infrastructure improvement project. The SWCCOG is requesting permission to transfer \$40,000 from the Project Design/Management budget line back to the Purchase/Installation (Construction) budget line. Project management, design services and program management costs did not increase as much as was previously estimated (see Contract Amendment #2), and the Parties agree that the excess funds should be returned to construction. In addition, the Parties agree that a 90-day extension of time to perform is appropriate and will allow the Grantee to fully complete and document the Project. This amendment modifies line items in the project budget and extends the time of performance as requested.

### 4) CONSIDERATION - COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part consideration for this Amendment. If applicable, such Special Provisions are attached hereto and incorporated by reference herein as **Exhibit Insert Exhibit # or letter**.

### 5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

### 6) MODIFICATIONS.

The Contract and all prior amendments thereto, if any, are modified as follows:

- a. **Exhibit A, Scope of Services, Section 3, Time of Performance** is modified by deleting the first sentence:

"The Project shall commence upon the Effective Date and shall be completed on or before December 31, 2013."

**and inserting the following in lieu thereof:**

"The Project shall commence upon the Effective Date and shall be completed on or before **March 31, 2014.**"

**b. Exhibit A, Scope of Services, Section 4, Budget:** is modified by deleting the current Project Budget:

<u>Revenues</u>		<u>Expenditures</u>	
Energy/Mineral Impact - GRANT	\$3,000,000	Purchase/Installation of Telecommunications Equipment/Infrastructure/Appurtenances	\$3,530,000
Contractor	<u>\$1,078,179</u>	Engineering Services/Project Management/Program Management & Operations	<u>\$548,179</u>
<b>Total</b>	<b>\$4,078,179</b>	<b>Total</b>	<b>\$4,078,179"</b>

**and inserting the following new Project Budget in lieu thereof:**

Project Activities	Total Cost	Grant Funds	Match Funds	Match Fund Source
Purchase/Install Telecom	\$3,570,000	\$2,626,184	\$943,816	Grantee
Project Management/Engineering	\$508,179	\$373,816	\$134,363	Grantee
<b>Total</b>	<b>\$4,078,179</b>	<b>\$3,000,000</b>	<b>\$1,078,179"</b>	

**7) START DATE**

This Amendment shall take effect on the later of its Effective Date or November 25, 2013.

**8) ORDER OF PRECEDENCE**

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

**9) AVAILABLE FUNDS**

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

**\* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

<b>CONTRACTOR</b> <b>SOUTHWEST COLORADO COUNCIL OF</b> <b>GOVERNMENTS</b>	<b>STATE OF COLORADO</b> <b>John W. Hickenlooper, GOVERNOR</b>  <b>DEPARTMENT OF LOCAL AFFAIRS</b>
By: _____ Name of Authorized Individual	By: _____ Reeves Brown, Executive Director
Title: _____ Official Title of Authorized Individual	Date: _____
_____ *Signature	<b>PRE-APPROVED FORM CONTRACT REVIEWER</b>
Date: _____	By: _____ Bret Hillberry, State Grants Program Manager
	Date: _____

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.**

**STATE CONTROLLER**  
**Robert Jaros, CPA**

By: \_\_\_\_\_  
 Barbara M. Casey, Controller Delegate

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

Attachment: 6832 CA#3 (1498 : Director Report)

ITEM NO. (ID # 1488)

DATE: 12/6/2013

## AGENDA REQUEST

\*

**STAFF RESOURCE:** Tony Casale,

**REQUESTING DEPT:** Southwest Colorado Council of  
Governments

**TYPE:** SWCCOG Item

**SUBJECT:** Housing Coordinator Report

**BACKGROUND:**

**FISCAL IMPACT:**

**RECOMMENDED ACTION:**

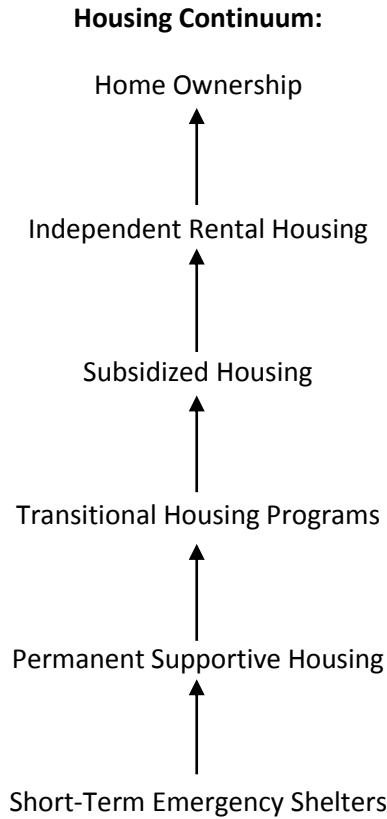
**ATTACHMENTS:**

- Housing Report (DOCX)



## Housing Report December 2013

### Where do you see the COG getting involved in housing?



**Short-Term Emergency Shelters** (The Bridge, Volunteers of America):

- Provide short-term housing on a first-come, first-served basis where clients must leave in the morning and have no guaranteed bed for the next night OR provide beds for a specified period of time, regardless of whether or not clients leave the building.

**Permanent Supportive Housing** (no units currently in our region although 2 communities will be participating in the Permanent Supportive Housing Toolkit beginning January 2014 which will provide technical assistance to determine potential for future development):

- Decent, safe, and affordable community-based housing that is linked to voluntary and flexible support services designed to meet tenants’ needs and preferences.
- PSH provides sufficient wraparound supports to allow people with significant support needs to remain in the housing they have chosen.
- By providing people experiencing long-term homelessness with an alternative to expensive emergency public services supportive housing not only improves the lives of its residents but also generates significant public savings.

Attachment: Housing Report (1488 : Housing Coordinator Report)

**Transitional Housing Programs** (Housing Solutions, VA Grant and Per Diem):

- A maximum stay for clients of two years and offer [require] support services to promote self-sufficiency and to help residents obtain permanent housing.

**Subsidized Housing:**

- **Housing and Urban Development (HUD) Voucher Based programs**
  - **Housing Choice** – Vouchers administered through Housing Solutions for the Southwest, Southwest Center for Independence, Housing Authority of the County of Montezuma etc. Vouchers enable recipients to reside in market rate units and pay a maximum of 30% of household income toward rent with the difference between that amount and market rate being paid through government subsidies. As a result of recent cuts in funding the overall number of federally subsidized vouchers in circulation is decreasing. All voucher waitlists are long and/or closed.
  - **Project Based Section-8** (Durango Housing Corp) – Each unit in a development is subsidized enabling resident households to pay a maximum of 30% of income toward rent. Housing Choice Vouchers are not permitted in a unit that has a project based subsidy.
  - **Veteran Affairs Supportive Housing (VASH)** – Combines HUD Housing Choice vouchers with case management and clinical services provided by the Department of Veteran Affairs (VA). Durango is the first non-metro community in Colorado to receive VASH vouchers and 15 will soon be available. VASH is specifically targeted toward homeless veterans who would greatly benefit from case management and are eligible for healthcare through the VA.
- **Tax Credit Housing** (3 Mercy Housing Properties, Westwood Apartments, Hickory Ridge Apartments, Prairie Mesa Estates etc.) – Simply put, this is a process by which developers can be awarded tax credits as incentives to build affordable housing. Developers receive tax credits that can then be sold to investors to raise capital for a project thereby reducing the debt involved with development, and enabling units to be offered below market rate. Typically a small number of units will be designated for very low-income tenants while the remainder is marketed toward moderate income renters.
- **USDA Rural Development Rental Housing** (Animas Village, Mountain Oaks, Mountain Vista, Lakeview Estates, Menefee Apartments etc.): Similar to HUD subsidized housing but rental assistance is being provided by the Department of Agriculture. Some properties are subsidized making units available below market rate, but may not have additional Rental Assistance. Units with subsidy and rental assistance enable tenants to pay 30% of adjusted income toward rent.

**Independent Rental Housing:** Perspective tenants locate units and pay rent without assistance from government programming. Rent is market rate without adjustments based on household income.

**Home Ownership:** When individual or family purchases a dwelling and can include a combination of mortgage/financing options.

**Additional programs:**

**Emergency Assistance** (CEAC, EOC, MEAC, Phoenix, Housing Solutions): Emergency assistance provided for homelessness prevention and re-housing. Can include assistance with move-in expenses, past-due rent, utilities etc.

**Rehab/Repair Programs** (Housing Solutions): Assist homeowners with necessary repairs through low-interest loans

**Weatherization Programs** (Housing Resources of Western Colorado): Assistance with cost-effective, energy-efficient home improvements to qualifying low-income residents. Designed to reduce energy usage and overall living expenses while improving comfort.

**Foreclosure Prevention/Mortgage Modification** (Housing Solutions): Assistance with negotiating lower payments and interest rates while also offering foreclosure counseling.

**Mortgage Assistance** (La Plata Homes Fund): Second mortgages provided to fill gaps between what households can afford and market rate.

**Home Buyer Education / Pre-Purchase Counseling** (Regional Housing Alliance, Housing Authority of the County of Montezuma, Housing Solutions): Work with perspective homeowners on an individual or group level to navigate the process and considerations when looking to buy a home.

**Various Roles:**

**Funder**

**Developer**

**Property Owner**

**Property Manager**

**Voucher Administrator**

**Rehab / Weatherization Contractor**

**Education Facilitator**

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Please let me know what direction you would like the COG to go as it relates to increasing housing needs in Southwest Colorado

Tony Casale  
[housing@swccog.org](mailto:housing@swccog.org)  
Cell: (970) 382-1252

Attachment: Housing Report (1488 : Housing Coordinator Report)

ITEM NO. (ID # 1505)

DATE: 12/6/2013

## AGENDA REQUEST

\*

**STAFF RESOURCE:** Miriam Gillow-Wiles, Director

**REQUESTING DEPT:** Southwest Colorado Council of  
Governments

**TYPE:** SWCCOG Item

**SUBJECT:** Responsible Administrator Report

**BACKGROUND:**

**FISCAL IMPACT:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

- Agenda Form - Responsible Administrator Report 12-6-13 (PDF)

- Announcement/Proclamation
- Special Presentation
- Report
- Consent
- Decision

**AGENDA SUBMISSION FORM**  
**Southwest Colorado Council of Governments**

Date of Board Meeting: Friday, December 6, 2013		<input type="checkbox"/>
Staff: Ed Morlan	Presentation Time: 2 minutes	<input type="checkbox"/>
Subject: Responsible Administrator Report	Discussion Time: 2 minutes	
Reviewed by Attorney? <input type="checkbox"/> Yes Attorney: _____ <input checked="" type="checkbox"/> N/A <input type="checkbox"/> No fiscal impact Committee Approval _____ <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A		

**Background:**

The following activities occurred in September & October:

- After SWCCOG board approval of reallocation numbers, revised Telecom Community Project Budgets and Statements were sent out for October 2013 Admin Match.
- Per the Scope of Work of the Region 9 EDD/SWCCOG contract, Region 9 EDD is working to obtain copies of signed contracts paid with Telecom grant funds and are working with each community to that end.
- Region 9 staff continued to provide orientation and training for the new SWCCOG Director to fulfill contracted financial & contractual duties.
- Meeting with Ken Charles of DoLA, Region 9, Dr Rick Smith & current Director to discuss progress of the telecom grant for the final 3 months of the grant. Dr Rick assured all grant money would be spent by the required time frame.
- Prepared a budget amendment and request for a 3 month extension of the grant completion date to March 31, 2014, and submitted it to DoLA and Miriam.

**Fiscal Impact:**

The budget amendment moves \$40,000 from grant administration to project construction. The budget amendment also increases administrative funds for the COG Director to work on the transition of the project from construction to operations, \$5,000 total, \$2,000 in 2013 and \$3,000 in 2014.

**Recommended Action:**

This report is for the SWCCOG's information.

**Accompanying Documents:**

None

**ADDITIONAL INSTRUCTIONS**

None

Attachment: Agenda Form - Responsible Administrator Report 12-6-13 (1505 : Responsible Administrator Report)

ITEM NO. (ID # 1487)

DATE: 12/6/2013

## AGENDA REQUEST

\*

**STAFF RESOURCE:** Miriam Gillow-Wiles, Director

**REQUESTING DEPT:** Southwest Colorado Council of  
Governments

**TYPE:** SWCCOG Item

**SUBJECT:** Transit Report

**BACKGROUND:**

**FISCAL IMPACT:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

- 1 Transit Updates for Dec. SWCCOG Mtg (DOC)
- 2 Transit Council Meeting Minutes Nov 2013 (DOC)
- 3 Transit Region 9 LCC Monthly Assessment (DOC)
- 4 Transit Travel Voucher Program Overview (DOC)

## Updates for Dec. 7th SWCCOG Board Meeting

### SWConnect:

We are currently focusing on housing resources in SWConnect. We are developing an online screening tool for affordable housing options. This has proven to be difficult due to individualized and specific requirements. Also working on providing housing guidelines and additional information helpful for community members seeking permanent housing. We will also be doing some work on Transit and Senior services in the near future.

### Regional Coordinating Council

The focus of the RCC has recently been coordination and collaboration with the Statewide Transit Plan, TPR, and State Coordination Council. As there is a lot of movement and change happening with Transit and Transportation, keeping all providers and agencies up to date and involved has been the major challenge and we are now holding meetings bi-monthly. The council was reviewed by the State Coordinating Council, and the resultant report is attached.

The **Transit Voucher Program** continues to develop and meetings will be held over the next month to solidify agreements with regional providers. Details and outcome of agreements will be provided for review at the Jan. meeting.

### See attached:

Nov. 2013 Meeting Minutes

SCC Assessment of Region 9

Transit Voucher Program Overview

***Southwest Colorado Regional Transit Coordinating Council  
Meeting Agenda***

***November 7th, 2013, 3pm -4pm***

*Region 9 EDD Conference Room  
295A Girard St., Durango*

***Phone conference #661-673-8600 Code: 850589#***

**1. Introductions and Welcome**

Those in attendance: Matt Muraro, Clayton Richter, Matt Nesbitt, Gabe Torres, Tracy MacDonald, Jennifer Stark, Graham Wohlust, Jon Egan

- Additions/Changes to the Agenda?

No Additions

**2. Decision**

- Approve June 2013 Meeting Minutes

Approved

**3. Discussion/ Updates:**

- Follow up on CASTA conference (reports from the field)

Comments from Laura: CCI reported having a hard time finding relevant information for them as an agency without transit as their main focus. Looking for a wider lens on looking at transit.

Clayton- lots of focus on Map 21 through the conference

- Transit Voucher Program Update

Erica Keter (SWCCOG) Lots of groundwork being put in place.

Matt Nestbitt (DMR) - employee shuttle will continue to run daily, skier shuttle will decrease to Fri, Sat., Sun. and all other 9-R Holidays. 1<sup>st</sup> pickup is at Transit Center, then every few minutes throughout town, PJs market, Tamarron, and DMR. Then leaves DMR at 4:30 and in the reverse order. 20 punch pass \$100, 10 punch pass \$75.

Clayton Richter (SUCAP) - service next year should remain the same, Bayfield cut down to 3x day. Money is tight, currently approaching local entities with funding requests. Intercity bus route, signed contract ready- problem acquiring buses-working on it.

Graham Wohlust (CCI) - attended CASTA conference, couple weeks ago picked up second bus for Cortez day program, looking for some vans with wheelchair access. Looking at using the vans to get access for clients to get to GJ for medical stuff. Can do 7 wheelchairs at a time, OR 14 passengers. Providing independent transportation for Day Program due to struggles with public transportation.

Jen Stark (SCCC) - focusing on building continuity between two campuses, based on student fees. Many of the fees are migrating back to Pueblo, looking for ways to use fees more effectively between both campuses. Had sent some information on van



pooling to Norm for SCCC. Would like to look more at building on to what is already going on, and contributing to funding in order to support students.

Gabe Torres (COWFC)- currently have 244 job listings for those looking for work, resume helper, not many new updates.

- **Organizational/ Regional Transit Update**
  - Durango Transportation price increases
  - Regional Transportation Survey of transportation limited individuals (primarily elderly and people with disabilities) Graham had passed along the survey and not sure how many people actually filled it out. Statewide survey is still collecting information, part of developing the statewide transportation plan. There is an online version for those who want to fill it out online, and still contacting folks to get more information. Should have some results within the next couple weeks- will be presented at a statewide level, as well as at a more local level (if the tracking information is available).
- **Potential Funding Opportunity For Coordinating Council**

First time there has been a consolidated call for capital funds, doing this to reduce # of times someone has to apply and also to give CDOT flexibility. FASTER transit funds (capital and planning 5mil local FASTER 9mil state FASTER) FTA funds (capital only 6.8mil available). Requires 20% local match. Due Noon Dec. 5<sup>th</sup>, Vehicle, facilities, and planning projects.

Planning Projects- planning studies not prioritized over capital projects, anyone can contact Matt with more questions about specific projects or David at the State.

#### 4. Other Business

- **Statewide Transit Plan**
  - Next Transit Working Group meeting Oct. 23<sup>rd</sup> from 1pm-3pm
  - Open House Oct. 23<sup>rd</sup>, 4-6pm (video conferencing available in Pagosa/ Cortez)

*As part of the effort to develop the statewide transit plan, CDOT is looking at each TPR region to have a technical working group (TWG) comprised of transit providers, area agencies on aging, human service providers, staff from county and city departments of health/human services and representatives of transit-dependent populations within the TPR and any TPR staff who would like to attend. Approximately 3 TWG meetings will be held in each TPR over the next few months (July, September and November). Ideally, we'd have a draft of the local transit plan by end of 2013.*

Tracy- main focus lately on developing the regional planning. Will have one more Transit Working Group meeting, still working on scheduling and planning since it will be the last one. SW is "Already doing a lot" but final working group meeting will probably involve a prioritization process for all of the identified needs. Want the plan to be a guide for moving forward so we can revisit and support movement forward. Final regional transit plans by Spring 14, and final statewide plan by Summer 14. Want to coordinate next Transit Working Group meeting with next RCC meeting (Jan. 22<sup>nd</sup> or 29<sup>th</sup> requested- normally 9-12 in Alamosa).

CDOT can provide some support for figuring out the best way to know what kind of match we need, what can be used for match, etc... This information will be included in the plan, and find ways for all funding to be used most effectively.

What other outreach options do we have? What else can we do to get folks involved?  
Specifically when the draft plans come out in Jan.

**5. Next meeting:** *Jan. 2014, stay tuned for more information...*

**6. Adjourn**

## Local and Regional Coordinating Council

### Region 9 September TA and Assessment Tracker

TECHNICAL ASSISTANCE PROVIDER	✓ Sylvia	
NAME OF LCC/RCC	REGION 9 Economic Dvmt Council. Closely aligned with the Southwest Colorado Council of Government. The COG has the LCC contract, but the TPR is under Region 9 EDC. The COG has been in existence for three years.	
GEOGRAPHY COVERED	Five counties, two tribes and ten municipalities all which are part of the Southwest Regional Transit Coordinating Council (RCC) service area.	
DATE(S) CONTACTED	TIME & DURATION	METHOD (phone, email, in person, etc.)
1. 10/15	1. 1.5 (12:00 – 1:30) 2. 1.0 (3:30 – 4:30) 3. 1.0 (5:30 – 6:30)	1. Research 2. Phone 3. Report
PRIMARY CONTACT NAME	Laura Lewis Marchino and Erica Keter ( <a href="mailto:info@swconnect.org">info@swconnect.org</a> )	
<b>COMMUNICATION DETAILS</b>		
<p>TOPIC AREA</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Purpose, structure, membership</li> <li><input type="checkbox"/> Meetings, orientation, conflict management</li> <li><input type="checkbox"/> Community involvement, coalition building</li> <li><input type="checkbox"/> Politics, policy, advocacy</li> </ul> <p>DISCUSSION DETAILS</p> <p>For example:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Problem(s) Identified</li> <li><input type="checkbox"/> Stakeholders involved</li> <li><input type="checkbox"/> Others affected</li> <li><input type="checkbox"/> Planning process(es)</li> <li><input type="checkbox"/> Time sensitivity</li> <li><input type="checkbox"/> System analysis</li> <li><input type="checkbox"/> Needs/gaps assessment</li> <li><input type="checkbox"/> Performance measures</li> </ul> <p>DECISIONS MADE</p> <p>For example:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Decision making strategy</li> <li><input type="checkbox"/> Goals</li> <li><input type="checkbox"/> Objectives</li> <li><input type="checkbox"/> Impacts anticipated</li> <li><input type="checkbox"/> Priorities</li> </ul>	<p>They meet quarterly and sometimes bi-monthly. Lately it's been hard getting people to LCC meetings because they're all involved with various elements—and many meetings—of the long-range Statewide Transportation Plan, including the transit plan. It's the same group of people going to these meetings. Laura and Erica suspect the consultants aren't talking to each other and don't realize it's the same local people involved.</p> <p>Core focus right now is building a travel voucher program. This project involves area transit providers and human service agencies. Erica is negotiating rates with the human service agencies.</p> <p>Second core focus is to be on the lookout for funding opportunities, particularly ones with a regional focus. They're considering applying for a 5304 project. Match is always an issue. [are there guides on creative ways to come up with match? Funding has to be a long range strategy... I told them I'd send them UWR's latest list of federal agencies that fund transportation coordination.</p> <p>See website for swconnect.org for more details of what they're doing.</p> <p>They are involved in driver trainings, as the need develops. This is a regional coordination effort; the training is usually held in Durango or Montezuma.</p> <p>There was some work directed at developing a volunteer driver program. There still is, and it's in line with a vanpool program. This is a project with a specific housing development. Enterprise Rental Cars provides the vehicle and the driver is a volunteer. They've been researching doing a vanpool program with the community college.</p> <p>Agreed to talk monthly or more frequently. No specific date set, but sometime mid-month.</p> <p>Documents:</p> <ul style="list-style-type: none"> <li>Action Plan (April 2013 updated)</li> <li>Southwest Colorado Regional Transportation Guide (roughly 2008)</li> <li>Accessible Transportation Coalitions Initiative (with ESPA 2011)</li> <li>Regional Transit Guide (inventory)</li> </ul> <p>There is a website, but it's not updated regularly. There's not enough staff.</p>	
<p>ACTION REQUIRED.</p> <p>For example:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> By whom</li> <li><input type="checkbox"/> Resources, logistics, or tools needed</li> <li><input type="checkbox"/> Strategy</li> <li><input type="checkbox"/> Timelines</li> </ul>	<p>Told them I would</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Get them a copy of latest UWR list of federal funders for transp. coord.</li> <li><input type="checkbox"/> Keep an eye open for funding for capacity building</li> <li><input type="checkbox"/> Keep an eye open for information on voucher programs in rural areas. They're piloting a project to be used regionally.</li> <li><input type="checkbox"/> Review 5304 NOFA for applicability.</li> </ul>	

## Travel Voucher Program Overview

### Overview:

- 1) Vouchers will provide access to one way transportation to final destination, serviced by member transit providers. Vouchers are not eligible beyond identified service areas.
- 2) Vouchers and MOUs may be amended based on specific needs of participating organizations.
- 3) Once all agreements are in place, a **Program Guide** will be created and distributed to all participating organizations which includes the following information:
  - a) route schedules
  - b) identified service routes
  - c) Luggage, accessibility, and wheelchair accommodation information
  - d) Additional information requested or required by participating partners.
- 4) Specific circumstances:
  - a) Vouchers will not be used for rides eligible for Medicaid reimbursement
  - b) Seniors may use vouchers as their “suggested donation” when utilizing transportation supported by the Older Americans Act, including transfers to other agencies. Providers will be reimbursed at their identified suggested donation rate.
- 5) Monthly tracking information will be collected to determine effectiveness and influence on local transportation scene. This data will be used to drive further conversation on the development of Regional Transportation.

### Transit Provider Commitments:

- 1) Provide discounted services for those identified as “transportation disadvantaged” by the possession of a Voucher.
- 2) Submit information on current full price rates and route schedules to Coordinator, and agree to keep these consistent for at least one year.
- 3) Collect and submit vouchers to Coordinator for tracking and reimbursement.
- 4) Anticipated Provider participation:

- a) SUCAP Road Runner Transit
- b) Durango Department of Public Transportation
- c) Moco Public Transportation
- d) Dolores County Public Transportation
- e) Mountain Express Transit
- f) Cortez Cab?

### **Voucher Distributing Agency Commitments:**

- 1) Purchase vouchers from Coordinator for a set fee.
- 2) Distribute vouchers to transportation disadvantaged clients, at the discretion identified staff.
- 3) Determine client compensation for vouchers (if any) not to exceed Agency cost.
- 4) Agency/ Client will contact transit providers directly as needed.
- 5) Anticipated Agency participation:
  - a) Department of Human Services (LPC, MTC, ARC)
  - b) Senior Centers (LPC, MTC, ARC)
  - c) Salvation Army
  - d) Veteran's Association
  - e) SW Colorado Workforce Center
  - f) Local Churches region wide
  - g) Look into partnering with School districts

### **Voucher Details:**

- 1) Vouchers will be sold to agencies in packs of 25 for a set fee of (avg. \$ btwn providers)
- 2) Vouchers will be provided as carbon copy coupon books, with receipts retained by agencies for tracking purposes.
- 3) Voucher receipts will be submitted monthly to coordinator
- 4) Used vouchers will be collected by final destination Providers and submitted monthly for reimbursement.

- 5) Vouchers will include the following information:
  - a) Date
  - b) Name of person using voucher
  - c) Referring agency
  - d) Transit Provider/or driver providing service
  - e) Trip start and stop point and/or mileage
  - f) Instructions for submitting voucher for payment
  - g) Perforated stub for agency record keeping

### **Anticipated Financial Details**

- 1) Grant requirements (to be completed by April 2014)
  - a) \$3,500 Stipend for Program Administration (Erica)
  - b) \$6,500 Transit Voucher Consultation and Program Development
    - i) Cost of vouchers, operating/reimbursement, marketing, Staff time (Erica)
  - c) \$1,500 Regional Coordinating Council Facilitation (Erica)
- 2) Charge Agencies average cost of rides (btwn all providers) and give at least 75% reimbursement for accepting vouchers to keep ongoing operating costs as low as possible.
- 3) Print vouchers will be one time, with possible second printing as funds allow.