



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

PO Box 963
Durango, CO 81302
<http://co.laplata.co.us>

Friday, February 7, 2014

1:30 PM

Board Room

[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. Location: Durango Public Library: 1900 E. 3rd Ave

II. Time: 9am - 4pm

III. Strategic Planning and Goal Setting

1. Strategic Planning
2. Goal Setting
3. SWConnect Discussion
4. Shared Services Discussion

IV. Call to Order

V. Consent Agenda

1. January Minutes
2. December Financials

VI. Discussion

1. Board of Directors Worker's Comp Coverage
2. IGA DOLA Language

VII. Decision

1. ICMA Resolution
Adopt Resolution 2014-02, naming ICMA Retirement Corporation as the deferred compensation plan for the SWCCOG.

2. State Internet Portal Authority Contract
3. Western Lands Communities Grant
Give staff the go head to finish apply for the grant.
4. Approval of Amendment to DOLA Sustainability Grant

VIII. Reports

1. Director's Report
2. Responsible Administrator Report
3. SCAN General Manager Report
4. Housing Coordinator Report
5. Transit Coordinator Report

ITEM NO. (ID # 1637)

DATE: 02/7/2014

AGENDA REQUEST

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MEETING GROUP: Southwest Colorado Council of Governments

STAFF RESOURCE: Miriam Gillow-Wiles, Director

REQUESTING DEPT: Southwest Colorado Council of
Governments

TYPE: SWCCOG Item

SUBJECT: Strategic Planning

BACKGROUND:

FISCAL IMPACT:

RECOMMENDED ACTION:

ATTACHMENTS:

- Retreat Outline(DOCX)
- Initial Strategic Planning Ideas for Board Retreat 16 January 2013(DOCX)

Southwest Colorado Council of Governments Retreat

Strategic Planning

- 1) Who is the SWCCOG?
- 2) What is our Mission/Vision
- 3) What is our purpose?
- 4) What is our direction?

Programs/Goals

- 1) Benefits
- 2) Services
- 3) Definitions

Projects

Bottom Line/\$\$/New Ideas

Next Steps

Board Retreat
Strategic Planning Notes

Overall Strategy Development:

- Programs
 - Open Ended
- Project
 - Not Permanent
 - End date and or set dollar amount
 - When end date or dollar amount passed, then project is over
- If change from project to program then need Board approval

Purpose Statement and Investment Case (value to the members):

- Clear and concise/elevator speech
- Internal structure
- All projects go through same filters, do they still fit/meet the criteria as a project or program for the COG?

Mission/Vision:

- Change to (?)
 - Ambition – What we want to be
 - Purpose – Reason for being
 - Values – What does the membership value
- Purpose
 - What is the COG?
 - Leverage capacities and assets in the region to create mutual benefits through reduction of duplicities and redundancies by coordinating efforts.
- Value
 - Reducing waste and increasing outcomes
 - Also answers the question of why create more government
 - Our belief is that the SWCCOG reduces redundancy by coordinating efforts

Define/Redefine Goals:

- Telecom (how to continue, revenue, is this economic development)
- Tourism
- Housing
- Environment
- Transit (change to Transportation?)
- Aging

Other goals or redefinitions to think about:

- Economic Development
 - Tourism
 - Business
 - Downtown Revitalization

Revenue Generation:

- Fiscal Sponsorship of other orgs?
- Must maintain the COG bottom line
- Create Flow Chart to filter if programs/projects fit with the COG.
 - Will help staff delineate and sort through the different grants and other project that may be pitched to the COG.

ITEM NO. (ID # 1638)

DATE: 02/7/2014

AGENDA REQUEST

*

MEETING GROUP: Southwest Colorado Council of Governments

STAFF RESOURCE: Miriam Gillow-Wiles, Director

REQUESTING DEPT: Southwest Colorado Council of
Governments

TYPE: SWCCOG Item

SUBJECT: Goal Setting

BACKGROUND:

FISCAL IMPACT:

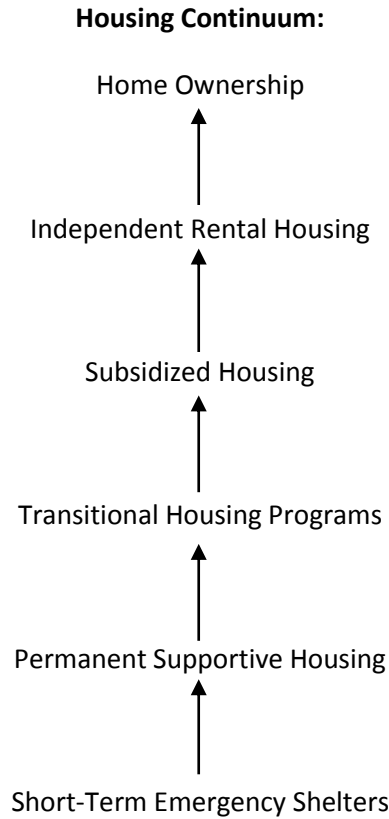
RECOMMENDED ACTION:

ATTACHMENTS:

- Housing (DOCX)

Housing Discussion

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 (1638 : Goal Setting)

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

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

ITEM NO. (ID # 1640)

DATE: 02/7/2014

AGENDA REQUEST

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MEETING GROUP: Southwest Colorado Council of Governments

STAFF RESOURCE: Miriam Gillow-Wiles, Director

REQUESTING DEPT: Southwest Colorado Council of
Governments

TYPE: SWCCOG Item

SUBJECT: SWConnect Discussion

BACKGROUND:

FISCAL IMPACT:

RECOMMENDED ACTION:

ATTACHMENTS:

- SWConnect Portfolio (PDF)
- SWconnect Budgets (PDF)



SWConnect.org is an online community resource portal working to map all regional community resources into a central location to eliminate or minimize dead ends and delays for community members accessing services. We have partnered with United Way to support Colorado 211 with the information we collect and enable accessibility via telephone. SWConnect was developed through the Children, Youth and Family Master Plan as a recommendation for Youth in Transition, and initially funded by a grant from La Plata County Department of Human Services, while Durango Adult Education Center agreed to house and support this project from its inception. Over the past few years, SWConnect has operated on a very modest budget with most of the supervision and tech support donated by DAEC and individuals. Currently, with many transitions at DAEC and the increasing maturation of SWConnect, it has become evident that it is time to move this project to a more permanent home.

In the last two years we have made great strides with the addition of an RSAPP AmeriCorps member as our Project Coordinator and currently operate with a small staff which includes a contracted webmaster, and Fort Lewis College interns in addition to the Project Coordinator supporting this project. SWConnect has gained significant public recognition and momentum over the past few months and we are working on ways to build and sustain this momentum to move the project forward in the best possible way. We have recently hired a Regional Housing and SWConnect Coordinator to focus on affordable housing issues and resources in our region and support the Project Coordinator in expanding the database. In the upcoming year we would like to bring on a part time Program Manager to oversee all staff and generate funding and collaborations, we would also like to continue to utilize an AmeriCorps member to support the Project Coordinator in asset mapping. We believe that with this staffing structure, SWConnect will have the capacity to significantly increase the number of services and resources in our region available on SWConnect and in Colorado 211.

We are currently receiving significant support from the Southwest Colorado Council of Governments in the funding projects we have been ready to work on for some time now. Due to the complex, community based nature of SWConnect it is a difficult fit for any one agency to take on, as the work we are doing touches many needs in our region. We have found collaboration is the most effective means of supporting and funding this project. In addition to a fiscal sponsorship, we intend to develop MOUs with key non-profit stakeholders in the region who would agree to incorporate SWConnect into their funding requests. Working in this way allows SWConnect to support all of the networks in our region through widespread community support. In the long term, SWConnect will likely operate on an annual budget of \$60,000-\$75,000, not including special projects. This amount covers a full time Project Coordinator (may be Americorps member) a part time Program Manager, and part time tech support. We will continue to utilize contract work for special projects.

(Please See financial statements for more specific information on current funding)



San Juan Basin Health Dept.

281 Sawyer Dr., Suite 200
Durango, CO 81301
970-247-5702

- **Immunizations:** Routine immunizations for children and adults, and travel vaccinations.
Eligibility: Call for appointment.

- **Reproductive Health Services:** Affordable, confidential sexual health care, education and counseling for men, women, and teens.
Eligibility: Call for appointment.

- **Southwest Smile Makers 970-385-4480:** Primary dental care for children and pregnant women. **Eligibility:** Low income children under 20, pregnant women and adult emergencies.

- **Women’s Wellness Connection:** Free screenings for cancer including breast exams, pap tests, and pelvic exams for women in Colorado. Mammograms for women over 50, or with abnormal screening results. **Eligibility:** Uninsured CO women 40-64 and legal citizens. Insured with high deductible if income qualifies.

Planned Parenthood of the Rocky Mountains

46 Suttle St.
Durango, CO 81301
970-247-3002

- **Pregnancy and Birth Control:** Services for women and men of all ages.

- **Sexually Transmitted Diseases:** Testing, treatment, and/or referral for men and women.

- **Reproductive Health:** Preventive, diagnostic, exams, pregnancy tests, birth control, sexual health education.



Alternative Horizons

701 Camino del Rio, Suite 314
Durango, CO 81301
970-247-4374

- Support and advocacy to survivors of domestic violence.

Axis Health System

281 Sawyer Dr., Suite 100
Durango, CO 81301
970-259-2162

Crisis Line: 970-247-5245

- Integrated care for mental health, substance abuse, and primary care.

Companeros Four Corners Immigrant Resource Center

1022 1/2 Main Ave.
Durango, CO 81301
970-375-9406

Crossroads at Grandview

1125 Three Springs Blvd.
Durango, CO 81301
970-403-0180

Crisis Line: 970-247-5245

- Social detox, acute treatment unit and emergency services team for mental health.

Mercy Health Services Clinic

1800 E. 3rd Ave., Suite 109
Durango, CO 81301
(970) 764-1790

- Low cost Primary Health Care.

New Day Counseling

1474 Main Ave. Suite 211
Durango, CO 81301
970-258-5820

- Outpatient Substance use treatment and DUI classes.

Southwest Center for Independence

835 E 2nd Ave., Suite 200
Durango, CO 81301
970-259-1672

- Independent living for people with disabilities.

***US Department of Veteran Affairs:**

Durango CBOC*

1970 E 3rd Ave.
Durango, CO 81301
(970) 247-2214

- High quality primary health care for veterans.

Women’s Resource Center

679 E 2nd Ave.
Durango, CO 81301
970-247-1242

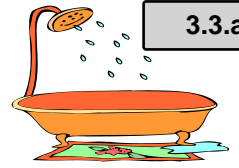
Urgent Needs Guide 2012



- Developed by SWConnect, a program of Durango Adult Education Center; in partnership with United Way, Colorado 211 and Colorado Counts!



Food, Shelter, and Basic Needs Services



3.3.a

La Plata County Dept. of Human Services

1060 E. 2nd Ave.
Durango, CO 81301
970-382-6150

- **Food Assistance:** Food Stamps program to help those in need supplement their food. **Eligibility:** Low income residents with completed application.
- **Aid to the Needy Disabled:** Financial assistance for those applying for Social Security Disability Income. **Eligibility:** Open/active application with Social Security and completed DHS application.
- **CARES:** Discounted healthcare for those who do not qualify for Medicaid. **Eligibility:** Uninsured residents with household income <400% of poverty level.
- **Childcare Assistance:** Assists in paying for childcare. **Eligibility:** Parents or caregivers in qualifying employment or educational activities.
- **Low-income Energy Assistance Program (LEAP):** Short term assistance with heating costs and/or overdue utility bills; Available October to April. **Eligibility:** Valid ID, Proof of GROSS monthly income, Recent heating bill or rent receipt (if heat included in the rent) required for application. Call (866)-432-8435 or DHS.
- **Colorado Works:** Temporary financial assistance for families to become self sufficient. **Eligibility:** Low income La Plata County households with dependent children and/or pregnant women.
- **CHP+:** Assistance for medical care. **Eligibility:** Low income, uninsured children and pregnant women.

Manna Soup Kitchen

1100 Avenida del Sol
Durango, CO 81301
970-385-5095

- **Hot Meals:** Open Monday - Friday for coffee and breakfast, lunch served at noon, sack lunches and to-go boxes available. Dinner served Wednesday, Brunch served Saturday and Sunday.
- **Other Services:** Laundry and shower facilities, single ride bus passes, and hygiene products. **Eligibility:** Walk-in M, W, F 9:30-11:30am.
- **Vouchers:** Manna provides vouchers for haircuts and the thrift store, as well as food bank referrals. **Eligibility:** Walk-in M, W, F 9:30-11:30am.

Durango Food Bank

194 Bodo Dr. Suite C
Durango, CO 81301
970-375-2672

- **Food Assistance:** Provides 1-2 weeks of groceries for individuals and families. **Eligibility:** La Plata County residents with Valid photo ID, proof of residency, and referral from local social service agency.

Durango Community Shelter

1055 Avenida del Sol
Durango, CO 81301
970-259-1255

- **Emergency Shelter:** Safe, supportive shelter for Individuals and Families experiencing homelessness. **Eligibility:** Government issued ID, maintain sobriety and complete intake process.
- **Salvation Army Vouchers:** For gasoline, prescriptions, or groceries. **Eligibility:** With ID, applicants eligible yearly.
- **Community Emergency Assistance Coalition:** One time, emergency financial assistance to pay urgent or past due bills; determined weekly. **Eligibility:** Overdue bills, past due rent notice, etc., submit application.

- **Energy Outreach Colorado:** Financial assistance for past due energy and heating bills; application reviewed weekly. **Eligibility:** Past due bills, determination letter from LEAP if during LEAP season, and proof of income submitted by 4pm W

Housing Solutions for the Southwest

295 Girard St.
Durango, CO 81301
970-259-1086

- **Low Interest Loans for Homeowners**
For much needed and/or emergency home repair. **Eligibility:** Low to moderate income, intake appointment and loan application.
- **Emergency Homeless Prevention (EHP)**
One-time assistance to help with rent and/or utility bills for families and individuals facing homelessness; reviewed weekly. **Eligibility:** Low to moderate income, submit application by noon F

Southwest Safehouse

P.O. Box 2107
Durango, CO 81301
970-259-5443

- **Emergency Shelter:** Safe, supported shelter and domestic violence services for women and children. **Eligibility:** Women and children fleeing situations of violence.
- **Crisis Line: 970-259-5443**

SASO (Sexual Assault Services Org)

701 Camino del Rio, Suite 312
Durango, CO 81301
970-259-3074

- **24 Hour Hotline 970-257-5400:** All calls are free and confidential.
- **In Person Advocacy:** Medical and legal advocacy for survivors of sexual assault. **Eligibility:** Call for information.

Attachment: SWConnect Portfolio (1640 : SWConnect Discussion)



SWConnect Membership Options and Fee Schedule

SWConnect is an online community resource portal and gathering center designed to provide centralized access to information and eliminate dead ends while finding what you need in our region. There are many ways to be a member of SWConnect and even more ways to be involved.

SWConnect Membership (Free):

- Be involved in the SWConnect Community
- Monthly newsletter from SWConnect
- Ability to contribute content to SWConnect

SWConnect Basic Agency Listing (Free):

- Basic agency information listed in SWConnect
- Monthly newsletter from SWConnect
- Automatic reminders for updating information

SWConect Member Agency (Free):

- Comprehensive Agency profile in SWConnect (required)
- Agency information provided to and accessible in Colorado 211
- Monthly Newsletter from SWConnect
- Opportunity for contributions to Newsletter
- Reminders for information updates
- Agency linked to content on SWConnect
- Access to Community Calendaring (Coming Soon...)
- Website icon linking directly to SWConnect

SWConnect Advocate Agency (\$100 annual fee):

- Includes all benefits of Member Agency
- Widget on Agency website linked to SWConnect information

Customized Printable Resource Guide (\$2,500):

- Continuously updated through data in SWConnect
- Ability to customize agencies, information and layout
- Eliminates need for staff to collect and update regional information.

Landing Page on SWConnect with Links (\$1,250)

- Have a homepage for resources related to your cause
- Links to and from you website to SWConnect info.
- Customizable to your own specifications

****This is a basic listing of services, if you have a specific need or idea, let us know!****

These fees are subject to change based on the costs of services provided by SWConnect.

Please contact SWConnect info@swconnect.org with questions, concerns, feedback or ideas.

SWConnect Cost Schedule

*These figures represent the cost to SWConnect for grant writing purposes only.
Please see our Membership Options and Fee Schedule for a complete description of fees.*

| | Average Hours | SWConnect Rate | Total |
|---|--------------------------|---------------------------|--------------|
| Mapping | | | |
| Private Business | 4 | \$20.00 | \$ 80.00 |
| Small Org (ex. Adaptive Sports) | 4 | \$20.00 | \$ 80.00 |
| Medium Org (ex. Family Center) | 10 | \$20.00 | \$ 200.00 |
| Large Org (ex. Axis) | 25 | \$20.00 | \$ 500.00 |
| Web Architecture and Coding | | | |
| Landing Page with links | 25 | \$50.00 | \$ 1,250.00 |
| Customized Printable Resource Guide | 50 | \$50.00 | \$ 2,500.00 |
| Content Articles | | | |
| Editing per article | 1 | \$20.00 | \$ 20.00 |
| Sponsorship/Follow-up/Uploading/Tagging per article | 2 | \$20.00 | \$ 40.00 |
| Total per article | 3 | 20 | \$ 60.00 |

SWConnect Partnership for Community Enhancement

Memorandum of Understanding

SWConnect Mission:

To serve as a regional information hub that provides community members and organizations with the information and tools they need to thrive civically, socially, and economically in the 21st Century.

SWConnect Consortium Purpose:

SWConnect.org is an online community resource portal working to map regional assets in an effort to minimize or eliminate dead ends for community members accessing services in the local communities of La Plata, Montezuma, Archuleta, San Juan, and Dolores Counties. Our goal is to create an opportunity to access up to date, quality information while gathering data and identifying gaps in services in order to inform regional planning and policy development within our region. In order to preserve the viability of SWConnect and enhance human services regionally; community members will come together to serve as a supportive structure for SWConnect. The operational structure, governance and finances of SWConnect will be the responsibility of the community through the consortium formed by this memorandum of understanding, known as: **SWConnect Partnership for Community Enhancement**. The Consortium's objectives are to maximize the current elements of SWConnect, stabilize the program within the community, and provide an avenue for expansion as appropriate.

Consortium Members:

The members of the consortium will initially include the following entities:

Southwest Colorado Council of Governments (SWCCOG)

Region 9 Economic Development District

Community Sector Representatives will be added as Consortium members to contribute to mapping, advocacy, and funding of SWConnect with approval of current Consortium members.

Governance Structure:

Member agencies of the consortium will be voting members of the advisory body for SWConnect operations. Each entity will be entitled to one vote. Bylaws for the operation of the consortium will be drafted by the Southwest Colorado Council of Governments and agreed upon by all members of the consortium. The consortium will elect its own officers to serve terms set forth in the bylaws. Each entity will designate a representative from their

organization to serve as member to the consortium and have responsibility for attending meetings and sharing in operational responsibility and support.

The operation and ongoing viability of SWConnect is the responsibility of the consortium with all members sharing in funding SWConnect as their ability allows. The consortium will develop and implement a strategic plan to address the ongoing operation of SWConnect. Member entities which do not meet their obligation for governance and operational support will be evaluated and addressed in accordance with consortium bylaws.

SWConnect Sustainability:

SWConnect as an entity is in the stages of developing ideal staffing and funding levels for sustainability. Over the past three years we have been supported by collaborative grant funding and fee for service work in the community. Moving forward SWConnect will work to become more independent as a community supported program under the SWCCOG, managing a balanced budget, hiring staff to support on-going development, and pursuing and securing funding for its own sustainability.

Prior and Current Funding:

San Juan Basin Area Agency on Aging (ARCH Program) - \$4,500 (2013)

Ballantine Family Foundation- \$2,000 (2013)

Citizen's Health Advisory Council- \$1,000 (x 2yrs, '12 and '13)

SWCCOG, Transit Council Grant- \$6,000

San Juan Basin Health Department, Drug Free Communities Grant- \$1,950

Secured Funding for 2014:

San Juan Basin Area Agency on Aging - \$3,000 (x2yrs, '14 and '15)

United Way - \$2,500 (x 2yrs, '14 and '15)

Pending and In Process funding requests:

EDA Grant: \$47,168 requested

El Pomar SW Council: \$42,682 requested

Membership and Fee for Service:

These projects will be secured and invoiced based on the following Membership and Fee Schedule:

- **SWConnect Membership (Free):** *Involved in the SWConnect Community, SWConnect monthly newsletter, able to contribute content to SWConnect.*
- **SWConnect Basic Agency Listing (Free):** *Basic agency information in SWConnect, SWConnect monthly newsletter, automatic reminders for updates.*

- **SWConnect Member Agency (Free):** *Comprehensive Agency profile in SWConnect (required), Agency information and updates submitted Colorado 211, SWConnect monthly newsletter, opportunity for contributions to Newsletter, automatic reminders for 211 updates, Agency linked to SWConnect context articles, access to Community Calendaring and website icon link coming soon...*
- **SWConnect Advocate Agency (\$100 annual fee):** *Includes all benefits of Member Agency -Widget on Agency website linked to SWConnect information*
- **Customized Printable Resource Guide (\$2,500):** *Continuously updated through data in SWConnect, ability to customize agencies, information and layout, eliminates need for staff to collect and update regional information.*
- **Landing Page on SWConnect with Links (\$1,250)** *Have a homepage for resources related to your cause, Links to and from you website to SWConnect info, Customizable to your own specifications.*

These fees are subject to change based on the costs of services provided by SWConnect.

Priorities:

1. The first priority of the consortium is to stabilize the governance, operation, funding, and long term viability of SWConnect by:
 - Transferring operational responsibility from Durango Education Center
 - Formalizing the governance structure with SWCCOG
 - Ensuring funding levels to secure the continued operation of SWConnect
 - Securing committed member entities to serve in the consortium
 - Developing a strategic plan to advance purpose and function of SWConnect
2. The second priority of the consortium is to expand SWConnect to serve the entire region more effectively and efficiently by:
 - Increasing funding and operational capacity of SWConnect
 - Expanding marketing and awareness of SWConnect and 211 in partnership
 - Pursuing key stakeholders in community networks as Consortium members
 - Enhancing outreach to regional service providers and community members
3. Future and ongoing priorities include:
 - Active outreach and education for service providers and community members about SWConnect and 211
 - Providing functional regional data to inform local priorities and focus areas
 - Developing a diverse, committed group to serve as consortium members
 - Funding SWConnect at sustainable staffing and capacity levels
 - Majority of regional assets fully mapped and available to community members through SWConnect.org and/or 211
 - Increased, ongoing implementation of SWConnect's technical capabilities including streaming resource guides, online forms and reporting for community

groups, community calendaring, and streamlined access to resources via the portal.

Member Roles and Responsibilities:

All members of the consortium will jointly support the ongoing operation of SWConnect through active participation in the consortium, financial support where and in the amounts possible, and operational in-kind support as agreed upon. All coalition members will actively participate in the development of a Strategic Plan for the operation of SWConnect and agree act as a pass through for grant funding.



Southwest Colorado Council of Governments will provide office space, as well as governance, and operational support in the implementation of the consortium. This will include:

- Fiscal agency functions such as budget approval, invoices, grants, and payments
- SWConnect Liability Insurance under SWCCOG
- Identification of financial resources to support SWConnect
- Development and approval of consortium bylaws
- Updates, modification and annual renewal of this Memorandum of Understanding

Community Sector Representatives will advocate and represent their interests within the Consortium to benefit their sector in the community, along with SWConnect. This will include:

- Consideration and inclusion of SWConnect in all applicable funding requests
- Providing input for strategic planning and operational priorities
- Supporting asset mapping through funding and/or staff time
- Advice and support for SWConnect on regional priorities and issues

Evaluation:

Members of the consortium will perform an annual evaluation of the operation of SWConnect. The evaluation will assess compliance with the strategic plan, progress toward stated objectives, and needed adjustments to the operation, governance, and financing of SWConnect. Feasible changes will be implemented to ensure the ongoing effectiveness of SWConnect in serving the community.

Term of Understanding:

This Memorandum of Understanding will be in effect for one year from the date of signature. The Memorandum of Understanding will be modified as appropriate and signed annually by the members of the consortium.

SWConnect Partnership for Community Enhancement

Memorandum of Understanding

SWConnect Mission:

To serve as a regional information hub that provides community members and organizations with the information and tools they need to thrive civically, socially, and economically in the 21st Century.

SWConnect Consortium Purpose:

SWConnect.org is an online community resource portal working to map regional assets in an effort to minimize or eliminate dead ends for community members accessing services in the local communities of La Plata, Montezuma, Archuleta, San Juan, and Dolores Counties. Our goal is to create an opportunity to access up to date, quality information while gathering data and identifying gaps in services in order to inform regional planning and policy development within our region.

In order to preserve the viability of SWConnect and enhance human services regionally; community members will come together to serve as a supportive structure for SWConnect. The operational structure, governance and finances of SWConnect will be the responsibility of the community through a consortium known as: **SW Connect Partnership for Community Enhancement**.

The Consortium's objectives are to maximize the current elements of SWConnect, stabilize the program within the community, and provide an avenue for expansion as appropriate.

Region 9 Economic Development District will, through this MOU, agree to the following:

- Have an agency representative participate in the Consortium as a member that will develop by-laws and a strategic plan and evaluation of the program services
- Identify financial resources opportunities to support SWConnect
- Application for funding on behalf of SWConnect
- Administration of grants for SWConnect as appropriate
- Supporting asset mapping through funding and/or staff time
- Providing input for strategic planning and operational priorities listed below:

Priorities:

1. The first priority of the consortium is to stabilize the governance, operation, funding, and long term viability of SWConnect by:
 - Transferring operational responsibility from Durango Education Center
 - Formalizing the governance structure with SWCCOG

- Ensuring funding levels to secure the continued operation of SWConnect
 - Securing committed member entities to serve in the consortium
 - Developing a strategic plan to advance purpose and function of SWConnect
2. The second priority of the consortium is to expand SWConnect to serve the entire region more effectively and efficiently by:
- Increasing funding and operational capacity of SWConnect
 - Expanding marketing and awareness of SWConnect and 211 in partnership
 - Pursuing key stakeholders in community networks as Consortium members
 - Enhancing outreach to regional service providers and community members
3. Future and ongoing priorities include:
- Active outreach and education for service providers and community members about SWConnect and 211
 - Providing functional regional data to inform local priorities and focus areas
 - Developing a diverse, committed group to serve as consortium members
 - Funding SWConnect at sustainable staffing and capacity levels
 - Majority of regional assets fully mapped and available to community members through SWConnect.org and/or 211
 - Increased, ongoing implementation of SWConnect’s technical capabilities including streaming resource guides, online forms and reporting for community groups, community calendaring, and streamlined access to resources via the portal.

Term of Understanding:

This Memorandum of Understanding will be in effect for one year from the date of signature. The Memorandum of Understanding will be modified as appropriate and signed annually by the members of the consortium.

 11-14-13

Ed Morlan, Executive Director Date

Attachment: SWConnect Portfolio (1640 : SWConnect Discussion)

SWConnect Work Plan for DoLa funds.

The Final Grant Contract States:

“In coordination with the regional housing organizations, the regional transit providers in the southwest and the regional senior services providers in the southwest, develop a database of services, develop and select priorities and produce a web based information system and develop a strategic plan for the SWCCOG and its individual members as it relates to these three service areas (collectively referred to as “Southwest Connect”).”

The funds for these projects is not to exceed \$20,000 total, to be spent in full by Feb. 28th, 2014.

Regional Housing Database, Priorities, and SWCCOG Planning:

Identified projects in the development of SWConnect as it relates to the priorities of the SWCCOG are listed below in order of importance and priority:

1) Essential Functionality - Jan. 1st, 2014

- a) Include housing applications as printable PDF for housing provider profiles completed prior to Jan. 1st, 2014.
- b) Ensure published housing related entities and organizations are reliably searchable and accurate on SWConnect
- c) SWConnect homepage to include pertinent information including current staff makeup, membership options, accurate contact information.

2) Regional Housing Landing Page - Jan. 1st, 2014

- a) Provide a list of HUD and USDA subsidized housing providers and housing supportive organizations.
- b) Supplemental housing information including basic application requirements, common eligibility criteria, and guide to frequently used housing terms.
- c) Serve as centralized information access point for regional issues related to housing.

3) Affordable Housing Screening Tool - Feb. 28th, 2014

- a) Screen community members for referral options to regional subsidized housing providers with completed SWConnect profiles.
- b) Will provide recommendations for appropriate application for housing.

4) Housing Concept Map and Recommendations - Feb. 28th, 2014

- a) Utilize regional housing resource information to develop a systems model of regional housing service structure.
- b) Provide recommendations for strategic planning in the development of Regional Housing.

Anticipated Budget for Housing Priority Area

| Project | Cost |
|--|-------------------|
| Essential Website Maintenance 5 hrs. @ \$50/hr | \$250 |
| Regional Housing Landing Page 25 hrs @ \$50/hr | \$1,250 |
| Housing Application Tool 100 hrs @ \$50/hr | \$5,000 |
| Housing Concept Map/ Recommendations 25 hrs @ \$50/hr | \$1,250 |
| Subtotal | \$7,750 |
| 15% Admin Fee (coordination and support) | \$1,162.50 |
| Total | \$8,912.50 |

Regional Transportation Database, Priorities, and SWCCOG Planning:

Identified projects in the development of SWConnect as it relates to the priorities of the SWCCOG are listed below in order of importance and priority:

- 1) **Essential Functionality- Jan. 1st, 2014**
 - a) Include all required forms for Transit Voucher Program
 - b) Ensure all published transit providers and related entities are reliably searchable and accurate on SWConnect
 - c) Update SWConnect homepage to include pertinent information including current staff makeup, membership options, accurate contact information
- 2) **Transit Voucher Program Page- Jan. 1st, 2014**
 - a) To include program overviews, voucher request form and reimbursement request form.
 - b) Online submission of reimbursement requests
- 3) **Transportation Priority Area Concept Map, and Recommendations- Feb. 28th, 2013**
 - a) Utilize regional transit voucher program to develop a systems model and recommendations to move toward establishing a Regional Transportation System
 - b) information systems and administrative support in the development of a regional transportation system

Anticipated Budget for Transit Priority Area

| Project | Cost |
|--|-------------------|
| Essential Website Maintenance 5 hrs @ \$50/hr | \$250 |
| Transit Voucher Program Page 25 hrs @ \$50/hr | \$1,250 |
| Transportation Concept Map 75hrs @ \$50/hr | \$3,750 |
| Subtotal | \$5,250 |
| 15% Admin Fee (coordination and support) | \$787.50 |
| Total | \$6,037.50 |

Regional Seniors Database, Priorities, and SWCCOG Planning:

Identified projects in the development of SWConnect as it relates to the priorities of the SWCCOG are listed below in order of importance and priority:

- 1) **Essential Functionality – Jan. 1st, 2014**
 - a) Support online reporting for ARCH forms on SWConnect
 - b) Ensure all published Senior services providers and related entities are reliably searchable and accurate on SWConnect
 - c) Update SWConnect homepage to include pertinent information including current staff makeup, membership options, accurate contact information
- 2) **Landing Page for Senior Resources – Jan. 1st, 2014**
 - a) Provide comprehensive information on regional Senior resources
 - b) Identify supportive resources and upcoming events, and volunteer opportunities
 - c) Provide supplemental information for regional services (context articles)
 - d) Serve as centralized information access point for regional issues related to Seniors
- 3) **Initial Exploration of Regional Health Services Planning Tool**
 - a) To include all regional options for access to healthcare and health information
 - b) Define documented need and feasibility of centralizing healthcare resource information

4) Senior Services Priority Area Concept Map

- a) Utilize regional resource information to draw connections between Senior Services systems and providers.

Anticipated Budget

| Project | Cost |
|--|----------------|
| Essential Website Maintenance 5hrs. @ \$50/hr | \$250 |
| Landing Page for Senior Resources 25hrs @ \$50/hr | \$1,250 |
| Initial Exploration of Health Services Tool 50hrs @ \$50/hr | \$1,250 |
| Senior Services Concept Map 3hrs @ \$50/hr | \$1,650 |
| Subtotal | \$4,400 |
| 15% Admin Fee (coordination and support) | \$660 |
| Total | \$5,060 |

Total Budget for DoLa Funds allocated to SWConnect

| | Income | Expenditures |
|---------------------------------------|---------------|---------------------|
| Allocated Grant Funds | \$20,000 | |
| Housing Priority Area Projects | | \$8,912.50 |
| Transportation Priority Area Projects | | \$6,037.50 |
| Seniors Priority Area Projects | | \$5,060 |
| Total | | \$20,010 |

Attachment: SWConnect Portfolio (1640 : SWConnect Discussion)

**SECTION I: COVER LETTER**

United Way of Southwest Colorado
PO Box 3040
Durango, CO 81302

Dear Lynn Urban,

San Juan Basin Area Agency on Aging (SJBAAA) is requested \$5,000 from United Way to support the automation of information submission from SWConnect to the Colorado 211 database. We are very excited to support SWConnect in this project and feel it will increase the self-reliance of all community members, and in particular seniors and individuals with disabilities. By improving the system of information transfer between the SWConnect and 211 databases we allow for new information and updates to be available to community members on a much shorter timeline, and through multiple avenues of internet and telephone.

SJBAAA has supported SWConnect over the past two years with contracts to map resources for seniors, and support our Area Resources for Care and Help (ARCH) program with online forms to streamline our reporting requirements. The ARCH program has three Options Counselors with two Sub-Contractors providing information and referral services to seniors and individuals with disabilities over 5 counties. The tracking and reporting required for this program has been a challenge due to broad geographical coverage, and SWConnect has created a unique solution for us. By streamlining population of the 211 database, and therefore increasing access to resources, we will be able to support Options Counselors providing services to clients in a more comprehensive, effective way. This will help individuals and families become self sufficient by introducing them to a meaningful resource which they can access without a service provider.

While the online database at SWConnect.org is impressive, many of the folks we serve are uncomfortable and/or have certain conditions which prohibit them from utilizing the internet to access information in this way. The comprehensive information SWConnect has been gathering will be even more beneficial to the populations we serve if it were more readily available for the region via telephone in the 211 database. The collaborations with SWConnect have always been successful and beneficial to our organization and we intend to continue to support them for projects in the future.

Sincerely,

Christina Knoell, Executive Director
San Juan Basin Area Agency on Aging



SECTION II: SUMMARY SHEET FORM

Legal Name of Organization:

San Juan Basin Area Agency on Aging

DBA (if applicable):

Mailing Address and Physical Address if it is different and not confidential:

450 Lewis Street, B-1
Pagosa Springs, CO 81147

Phone:

970-264-0501

Fax:

1-888-290-3566

EIN:

Website:

www.sjbaaa.org

Organization Email Address:

christinaknoell@sjbaaa.org

Name of CEO or Executive Director:

Christina Knoell

Phone:

970-264-0501

Email:

christinaknoell@sjbaaa.org

Application Contact & Title (if not the CEO or Executive Director):

Phone:

Email:

Organization Information

Year Founded:

Mission Statement:

Attachment: SWConnect Portfolio (1640 : SWConnect Discussion)



Geographic Area Served (Archuleta, Montezuma/Dolores Counties, or La Plata/ San Juan Counties:

[Empty text box]

Tax Exemption Status:

- 501(c)(3)
- Using a fiscal agent/fiscal sponsor

Name of fiscal agent/sponsor: [Empty text box]

- Other than 501(c)(3), describe:

[Empty text box]

Number of Employees: Full-time: [2]

Part-time: [Empty text box]

Grant Request Information

Amount of Request: [\$5,000]

Name of Program or Project: [Partnership with SWConnect for mapping and automation of 211]

Impact Area and Goal (see United Way’s instructions and the cover letter section for a list of United Way’s Impact Areas and Goals):

[Self Reliance; Help families and individuals become self sufficient.]

25 WORDS OR LESS Description of Program or Project

[SJBAAA, in partnership with SWConnect, will streamline access to services by mapping resources for our target populations and expediting resource availability via Colorado 211.]

Financial Information

Budget numbers should match the numbers presented in Attachments 1(a) & (d).

Organization’s Current Budget for Fiscal Year Ending: [___/___/___]

[Empty text box]

[Empty text box]

Attachment: SWConnect Portfolio (1640 : SWConnect Discussion)



Colorado Common Grant Application

Income:

Expenses:

AND

Program Current Budget:

Dates: from:

to:

Income:

Expenses:

I certify that the information contained in this application is true and correct to the best of my knowledge. Type in name and date.

CEO/Executive Director

Date

Attachment: SWConnect Portfolio (1640 : SWConnect Discussion)



SECTION III: NARRATIVE: San Juan Basin Area Agency on Aging, SWConnect

1. ORGANIZATION BACKGROUND: (SJBAAA)

Founding and Development of the Organization: (SJBAAA)

2. GOALS. (SJBAAA)

3. CURRENT PROGRAMS. (SJBAAA)

4. PROGRAM OR PROJECT REQUESTS ONLY

A) United Way Impact Area: Self-Reliance

SJBAAA's ARCH program has a main goal "to streamline access to long term care supports and services". We have partnered with SWConnect.org, an online community resource portal, to increase self reliance by bringing the resources in our communities to the families and individuals who need them to be self sufficient and thrive. SWConnect and Colorado 211 provide access and assistance to people across our region, and enable us to connect individuals to support and services for long term care and other issues. For older adults and those who may be unable or uncomfortable navigating an online database, 211 provides access to the same information and assistance over the phone. With financial support from United Way, SWConnect will continue to map resources for SJBAAA's target populations and automate the process of SWConnect's information submission to 211, hastening access and availability of new information.

Project Goal and Objectives:

- **Goal:** SJBAAA, in partnership with SWConnect, will help families and individuals become self-sufficient
 - **Objective 1:** Continue mapping resources for seniors and individuals with disabilities.
 - **Objective 2:** Provide increased access to up to date resources and services by automating the submission of information to Colorado 211.
 - **Objective 3:** Minimize staff time required for information and referral services.
 - **Objective 4:** Increase number of identified resources with complete information submitted for inclusion in Colorado 211.
 - **Objective 5:** Increase referrals to services based on information provided by SWConnect and Colorado 211.

Activities: Through the ARCH program SJBAAA will identify key providers for mapping and inclusion in the SWConnect and Colorado 211 databases. During the mapping process, SWConnect staff currently reviews and submits completed agency information manually, communicating with 211 staff to have information transferred to the 211 database. SWConnect originally explored ways to export this information directly to the 211Tapestry database, but found 211 was using manual steps for data entry and would not accept the import. Through experience and research of the two systems, several mechanisms in the SWConnect system were identified to replace the manual work currently required. SWConnect staff will develop and implement these systems including; automatic email reminders for SWConnect members to



review/ update of information, notifications to SWConnect staff when new information is submitted, and monthly email notifications to 211 staff with details of information to be updated in their database.

Timeline:

- Currently – Staff will continue to review and submit information manually to meet the 211 system requirement of bi-annual review and/or update. With the information currently in SWConnect, there are at least 20-30 agencies requiring updates each month.
- May 2013 – Hiring of Regional Housing and SWConnect Coordinator to input housing resource information into SWConnect.
- Oct. 2013– Hiring of Program Manager (pending funding approval) who will manage relationship with Colorado 211.
- January – June 2014- Develop system for automatic reminders for updates to agency personnel with tracking to identify when updates have been made.
- July – December 2014- Develop internal Agency process tracking to identify needed actions for inputting and updating agencies.
- January – May 2015- Develop system for translating update information into specific notification for 211 including which Agency, programs, and services have been updated.
- June – Dec. 2015 – Utilize, evaluate, and improve system based on SWConnect and Colorado 211 staff feedback.

B) Issues: SWConnect, as an online community resource portal is designed to bring the resources in our communities to the families and individuals who need them to thrive. Our forms were originally designed to include information required by 211 to provide emergency assistance to people across our region, and enable us to connect individuals to services through multiple avenues. For older adults who may not be comfortable navigating an online database, 211 provides an alternative way to access information and assistance. By streamlining and automating the process of submitting information from SWConnect to 211, we can shorten the timeline of new agencies and resources becoming available to community members in this way. SWConnect can not only provide individuals with the names of primary care physicians, but also who accepts Medicare, Medicaid, or other payment types and whether they are accepting new patients. In many cases, these are the specific details which create barriers to accessing services. For many people with disabilities and older adults, filling out paperwork, making an appointment, and arranging transportation can be an intensive, taxing process. In those cases, the eligibility and intake process information available on SWConnect and 211 can be the difference between receiving assistance or not. The biggest struggle with these types of databases in the past has been keeping the information updated. SWConnect's partnership with 211 creates a unique way to address this issue. While SWConnect provides each agency password protected access to their information at all times, 211 requires agencies listed to update their records bi-annually. This process ensures SWConnect staff is not inundated with updates at any one time, Agencies have control over what is displayed on their behalf, and information is continually applicable and current. Although SWConnect currently operates on a very small budget and staff structure, through sustained funding, and the help of AmeriCorps members and Fort Lewis College interns it will continue to expand, improve and become more useful for the community.

5. EVALUATION



a) Approach to Evaluation:

The impact of this upgrade to the SWConnect-211 interface can be evaluated by measuring the amount of staff time required to submit new and updated agency information to 211, along with the amount of time it takes for Agency entries to be live in 211. These variables are traceable through mechanisms built into the SWConnect system that track when an Agency's 211 Update Status is changed from "Ready to Submit" to "Updated". Automating the process of changing these statuses will be integral in streamlining SWConnect submission to 211.

b) Impact:

1. Increase number of completed agencies providing services to seniors and people with disabilities from our region in 211 from 40 to 80 by Oct. of 2014.
2. In March 2013, 273 individuals accessed resources via SWConnect, with a total of 670 visits. We will increase the number of individuals accessing services via SWConnect and 211 by 20% by 2015.
3. In March of 2013, the average length of visit to SWConnect.org was approx. 8min. We will increase the average visit time for SWConnect to about 15min. and combine with the number of successful phone referrals by 211 to indicate value of information available.
4. On-line surveys of users and data from 211 for callers unable to be referred will tell us what is effective and what is missing.
5. Community input and partnerships will help us improve the site and identify new areas to address.

6. COLLABORATION:

San Juan Basin Area Agency on Aging (SJBAAA) is a long time supporter of SWConnect. Most recently SWConnect developed an online resource guide for seniors and individuals with disabilities, as well as online forms to streamline reporting for their ARCH Program. The SWConnect Project Coordinator is currently serving as chair of the ARCH Advisory Council. In addition this ongoing collaboration, SWConnect utilizes extensive community support to advance its mission through partnerships and projects affecting many networks in our community.

➤ The Children, Youth and Family Master Plan (CYFMP) is the original birthplace of SWConnect, and they are currently identified in many aspects of the most recent CYFMP action plan. SWConnect is also developing a page for youth substance abuse prevention with the Celebrating Healthy Communities Coalition, and Drug-Free Communities grant awarded to San Juan Basin Health Department.

➤ The Citizen's Health Advisory Council (CHAC) is also an ardent supporter of SWConnect and have partnered with them on several projects, including a page for health resources on SWConnect and an automatically updating printable resource guide (to be used as a pilot for future projects).

➤ United Way, with the intention of ensuring the Colorado 211 service is available to all community members in our region, has been integral in establishing relationships for SWConnect and facilitating a pathway for populating the 211 database.

➤ Fort Lewis College has had an ongoing partnership with SWConnect and continues to facilitate composition students writing Context Articles for SWConnect. This project was recently presented to a group of faculty from around the state at a Service Learning Conference hosted by Fort Lewis College.



➤ The Southwest Colorado Council of Governments (SWCCOG) has recently begun to provide substantial support to SWConnect, as their identified priorities of seniors, housing, and transit overlap with current projects. SWCCOG has also hired a Regional Housing and SWConnect Coordinator, funded in part through Regional Housing Alliance.

7. INCLUSIVENESS: SWConnect was founded with a focus on community involvement and support. We have built the system on this understanding, utilizing password protected access to agency information as a way to build community engagement and ownership of our project. We designed the Context Articles to be written by any community member, with an agency sponsorship process in place to ensure that information provided in the articles is accurate and relevant. To date, we have Context Articles written on many topics, by authors ranging from high school and college students to field professionals. Just as the San Juan Basin Area Agency on Aging provides services to seniors in general, they also recognize the specific groups within this population such as individuals with disabilities and veterans. Throughout our development we continue to address as many community facets as possible, including resources only accessible to specific groups, along with those for the general public in the database. SWConnect has made intentional decisions along the way to partner and collaborate with organizations that have this multi faceted approach which includes consideration for all backgrounds, cultures, and income levels.

8. BOARD/GOVERNANCE: (SJBAAA)

9. VOLUNTEERS:

SWConnect uses volunteers in a variety of roles in advancing our mission. During the initial stages of information gathering in partnership with United Way, volunteers from several Rotary clubs participated in getting Urgent Needs Services information entered into SWConnect and 211. Since then we have continued to utilize Rotary members in the marketing and visibility of SWConnect. Since 2011 we have hosted 3 different interns, one from Big Picture High School, and two from Fort Lewis College. Over the last school year, we had a Website Design intern, who worked on improving the visual presentation and user-friendliness of the site. We also host a Content Editor intern, who worked mostly on supporting the Context Article project with FLC and started our monthly newsletter. Through the job source website available to FLC students and the advocacy of faculty we also have two interns lined up, along with our Content Editor through the summer months.

10. PLANNING:

The biggest challenge currently facing SWConnect is finding a new, permanent home. Since its inception, Durango Adult Education Center (DAEC) has housed our program through initial funding by La Plata County Department of Human Services. As SWConnect tends to supplement DAEC's mission and is not a direct fit, we have always known we would have to find a permanent home at some point. DAEC has recently hired a new Executive Director and is going through many transitions. Beginning next school year they will have a new organizational structure which does not include SWConnect. This pending transition in the midst of all the recent successes of SWConnect has led to a greater emphasis on planning and our intentions moving forward. We have an opportunity to become a program of the Southwest Colorado Council of Governments (SWCCOG), in partnership with Region 9 Economic Development



District, and are currently working out the details of executing this move. Under this new structure we would also create MOUs with key non-profit stakeholders in various community networks to incorporate and support SWConnect in organizational funding requests. This works to preserve the community basis and focus of SWConnect, and is preferable to becoming an independent non-profit at this time. In the next 3-5 years we would like to move from the information gathering phase of SWConnect to a maintenance phase where the main focus is updating information and special projects. Once we have been settled in our new, permanent home and have a more specific idea of what our capacity will be moving forward, we would like to engage in strategic planning to create community buy in and a focused approach for the future.

11. SUCCESS STORY:

1) Southwest Colorado Council of Governments

1060 E. 2nd ave.
Durango, CO 81301

Susan Hakanson, Acting Director
970-382-6212
Susan.hakanson@co.laplata.co.us

2) A brief history of the organization, mission, programs, and accomplishments:

The Southwest Colorado Council of Governments (SWCCOG) officially formed in December 2009, and intergovernmental agreements are currently in effect between fourteen governmental jurisdictions across the region. The Region 9 Economic Development District of Southwest Colorado (Region 9) established a Regional Cooperation Committee (RCC) in 2008 and formalized the evolving conversation about forming a Council of Governments in Southwest Colorado. In early 2009, several local government representatives decided to move ahead with the formation of the SWCCOG. There was recognition regarding the difficulty to develop long-range planning and topical issues across jurisdictional boundaries, but also recognition that there may be opportunities where it would be beneficial to the local governments to do so.

The Southwest Colorado Council of Governments promotes regional cooperation and coordination among local governments and between levels of government for the geographic area comprising the Counties of Archuleta, Dolores, La Plata, Montezuma, and San Juan, and the Municipalities of Dove Creek, Rico, Cortez, Dolores, Mancos, Durango, Bayfield, Ignacio, Pagosa Springs and Silverton. The need for a SWCCOG is based on the recognition that the people of the Region form a single community and are bound together not only physically, but economically and socially. It is the purpose of the SWCCOG through its participating membership, staff and programs, to provide local public officials with the means of responding more efficiently and effectively to regional issues, challenges and demands. This is made even more essential due to the remote nature of communities in SW Colorado.

The SWCCOG's purpose is to:

- 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

Priorities:

The six priority areas that have been identified by the SWCCOG Board are:

1. Telecommunication
2. Housing
3. Transportation
4. Senior Services
5. Environmental Issues
6. Tourism

Mission:

- The SWCCOG will provide regional leadership on behalf of governments throughout Southwest Colorado by defining regional issues, advocating for mutual goals, and administering regional programs.

Vision

- The SWCCOG will be the catalyst to promote quality of life, effective and efficient services, and leadership through regional communication, cooperation, planning, and action

Accomplishments:

The major project to date has been to create the Southwest Colorado Action Network or SCAN. The SCAN project is a broadband network that connects city and county buildings regionally. This project has been funded by a \$4 Million dollar grant from the Department of Local Affairs (DoLA) and matched by regional communities.

SWCCOG hosts the Regional Transit Coordinating Council, and acts as the fiscal agent for the regional All Hazards Committee and the Southwest Incident Command Team (SWIMT). SWCCOG is working on implementation plans in regional housing and transit, and has staff in place working in housing, transit, GIS services, IT related services, grant administration and the development of SWConnect.

SWConnect:

SWConnect has its origins in the 2007 La Plata County Children Youth and Family Master Plan (CYFMP) as a recommendation for Youth in Transition. Through a grant from the Colorado Department of Human Services and nonprofit collaboration, DAEC has been developing the regional information hub for the past three years. SWConnect's mission is to serve as a regional information hub that provides community members and organizations with the information and tools they need to thrive civically, socially, and economically in the 21st Century. While SWConnect was originally intended to simply be an online information system, the capacity to fulfill several additional niches and regions within our community quickly became clear. It is now time for SWConnect to move to a more permanent home within the community and we are currently in the process of transitioning SWConnect to the SWCCOG in partnership with Region 9 Economic Development District.

SWConnect is working to expand capacity through asset mapping and sustainability planning. The main sectors we are working to map are the priority areas of the SWCCOG:

Senior Services, Housing, and Transit. In addition to mapping community assets within these sectors, SWConnect is also developing online resource guides and researching and developing “one-click” options to streamline access to services within these sectors. Over the past 3 years, the capacity of SWConnect has increased significantly with the addition of an RSAPP AmeriCorps member serving as Project Coordinator, contributing full time support to SWConnect. With this dedicated time, initial development was completed and the process for mapping community resources was streamlined and expanded rapidly. Over the past 2 years increased funding from community partners along with support from several Fort Lewis interns has worked to advance the program even further, enabling usability improvements, increased resource information, and the addition of many more community partners supporting SWConnect. More recently, with the addition of a Regional Housing Coordinator, we have been able to double dedicated staff time, which has increased momentum in mapping and system functionality in the housing sector.

3) Request:

We respectfully request \$42,682 in order to hire a part time Program Manager (\$22,464/yr) and part time Tech Support person (\$20,218/yr) in order to increase the capacity and sustainability of SWConnect and support the functions of Southwest Colorado Council of Governments. These amounts are based on the 2013 Colorado Non-Profit Salary and Benefits Survey and include a 7.65% allowance for FICA. Due to increasing success, value, and workload we are in need of additional staff support to manage the daily needs of SWConnect. The additional staff will support the transition of SWConnect to the SWCCOG and contribute to the development of a consortium to oversee operations. The Tech Support position will manage daily maintenance of the website, implement new content, and trouble shoot issues as they arise. The Program Manager will develop collaborative community partnerships, pursue and obtain funding to support the program, plan for sustainability and provide supervision for Project Coordinators, Webmaster, interns, and volunteers. By working closely with current staff, these positions will help expand and expedite our progress in community asset mapping and greatly increase the portal’s usability and therefore benefit to the region.

Need:

The nature of accessing services in our area inherently includes multiple significant barriers, making it difficult to find the most appropriate resource for yourself or your client. Due to a high number of human services agencies and a severely limited pool of funding in our area, agencies are often forced to limit services and operate with very specific eligibility guidelines, creating additional barriers for those in need. Many agencies serve multiple counties through one centralized location. As a result of limited regional resources, human services agencies are often required to work together regionally to provide services, despite significant geographical distance and diversity in community needs. Community members are often required to travel between counties in order to access services and meet basic needs, making transportation a potentially significant barrier. This also leads to case managers and other service providers often struggling when searching for services to support their clients.

Solutions:

SWConnect is an online community resource portal working to map local assets in an effort to streamline access to information and eliminate barriers in accessing services. Currently,

SWConnect contains a detailed mapping of a portion of assets and resources in our region, and has partnered with United Way and Colorado 211 to make this information available via phone as well. By increasing availability of resource and referral information, we eliminate barriers for individuals and case managers to get their or their client's needs met. Context Articles written by community members supplement community asset information and elevate our project beyond a traditional resource guide. Articles are researched and written based on community input and linked directly to applicable resources, increasing the depth of our information. We strive to foster and provide complete, reliable information and rely on input and feedback from community members to form an accurate picture of the needs and assets of our community.

Community Contributions-

SWConnect has consistently worked in a collaborative nature with agencies and organizations in our region, as our mission relies heavily on community involvement and expertise. We have adjusted and focused our efforts based on input and support from providers in multiple sectors, working to address the needs as they are presented to us from the community rather than moving forward independently without comprehensive input. Our goal to continuously elicit and utilize collaborative, mutually beneficial relationships will help decrease duplication across sectors, and contribute to the sustainability of the human services in our region. Comprehensive, centralized access to current, up to date resource information gives service providers ready access to the information needed to make appropriate referrals in a timely manner, and supports community members in accessing these services on their own, without utilizing agency staff time unnecessarily. When fully launched, SWConnect will provide an opportunity to access quality information, invite contributions from community members and host educational gatherings; all while growing our networks of peers, mentors and partners within our five counties.

SWConnect has developed on-going relationships with local agencies and schools to provide opportunities for civic engagement through internships and information exchange. Our collaborations include Fort Lewis College Action Research and Composition classes for web content, University of Denver Masters of Social Work Program student interns for asset mapping and policy development, Regional AmeriCorps members for asset mapping and context articles, Rotary Volunteers for program support, and Big Picture High School student interns for technology support.

While many of the capabilities built into SWConnect are still in the process of development or piloting, with additional staff support and management, they will be publicly available sooner. SWConnect is in the process of piloting a continuously updating resource guide for the Citizen's Health Advisory Council. This is the first guide of its kind, incorporating any recent updates to agency information every time the guide is printed from the web portal or associated link. Due to the complex nature of SWConnect's database, there are many possibilities in information reporting and forms. This aspect has been piloted for San Juan Basin Area Agency on Aging in their ARCH Program, within the system, service providers track contacts, demographic information, and additional data required for reporting from the state. One project that has not yet been piloted, despite high local command, is Community Calendaring. In this particular case, SWConnect has the capability to interface with various community calendars (radio etc...) on an on-going basis to create centralized access to events in many sectors within the community. This will benefit individual community members engage more in local culture,

and provide human service agencies additional information on the timing of events in an effort to not duplicate events or services.

Measurement Criteria

If funding is provided for the hire of a Program Manager for SWConnect, the following objectives will be observed:

1. Expand and develop SWConnect's network to best meet the needs of SWCCOG priority areas and projects and Region 9 EDD programs and projects.
2. Facilitation and implementation of SWConnect transition to governance by consortium
3. Facilitate and pursue secured funding for the continued operation of SWConnect at sustainable staffing and capacity levels, including part time technical support and maintenance
4. Explore additional funding opportunities to support and expand capacity.
5. Explore and pursue options related to increasing SWConnect capacity by taking on AmeriCorps VISTA Fort Lewis College interns, or other volunteer assistance

4) Organizational Budget(s) 2013 and 2014

See Attachments

6) Aid sought and received over the past three years:

SWConnect as an entity is in the process of developing ideal staffing and funding levels for sustainability. Over the past three years we have been supported by collaborative grant funding and fee for service work in the community. Moving forward SWConnect will work to become more independent as a community supported program under the SWCCOG in partnership with Region 9 EDD, managing a balanced budget, hiring staff to support on-going development, and pursuing and securing funding for its own sustainability.

Prior and Current Grant Funding:

San Juan Basin Area Agency on Aging (ARCH Program) - \$4,500 (2013)

Ballantine Family Foundation- \$2,000 (2013)

Citizen's Health Advisory Council- \$1,000 (x 2yrs, '12 and '13)

SWCCOG, Transit Council Grant- \$6,000 (2013)

SWCCOG, Department of Local Affairs Grant - \$20,000 (2013)

San Juan Basin Health Department, Drug Free Communities Grant- \$1,200 (2013)

Secured Funding for 2014:

San Juan Basin Area Agency on Aging (Co Health Foundation) - \$3,000 (x2yrs, '14 and '15)

United Way - \$2,500 (x 2yrs, '14 and '15)

7) Need to Furnish:

- Relationship and capacity of person signing application:

Susan Hakanson is the acting Director of the SWCCOG

Southwest Colorado Council of Governments (SWCCOG) - SWConnect

Position: SWConnect Program Manager

Reports to: SWConnect Consortium, SWCCOG Executive Director

SWConnect is an online community resource portal working to map regional assets and expand access to resources for help. The SWConnect Program Manager will be responsible for maintaining, developing, and expanding SWConnect and its partnerships and collaborations within the community. This position will oversee all operations and staff members of SWConnect, expanding staffing and negotiating contracts as needed and allowable by current funding streams. This person will work directly with the SWConnect Partnership for Community Enhancement to guide the implementation of a strategic plan, and make larger agreements between local entities.

Desired Skills and Qualifications:

- Bachelor's degree in Human Services Field
- Strong computer skills, including database management
- Strong interpersonal and professional communication skills
- Understanding of diverse community needs
- Interest in human services and non-profit organizations
- Creativity in involvement of diverse community members

Duties and Responsibilities:

The SWConnect Program Manager's duties include but are not limited to:

- Supporting current functions of SWConnect
 - Manage current budget and funding commitments
 - Facilitate ongoing regional resource mapping
 - Coordinate contracted employees, hired staff, and interns
 - Address issues related to overall SWConnect performance
 - Providing guidance and support for community contributions
 - Facilitate and support information exchange with Colorado 211
- Community Organizing and Partnerships
 - Maintain and expand collaborative relationships
 - Outreach community members to generate content and fund SWConnect
 - Develop ways to involve youth in development of SWConnect
 - Advocate SWConnect to all community partners and agencies
 - Other duties as assigned

Southwest Colorado Council of Governments (SWCCOG) - SWConnect

Position: Webmaster

Reports to: Program Manager

SWConnect is looking part time website technical support 5-15 to help develop user interface enhancements for our website/content management system. SWConnect is a unique regional information resource portal providing information on local services and resources to our Community. The part time webmaster will work closely with program staff to help create fun and innovative site enhancements for www.swconnect.org to benefit our local community.

Helpful Skills and Qualifications:

- A desire to help enhance community intelligence through innovative communication
- Graphic design or website building experience preferred
- Some PHP scripting exposure helpful (Drupal website) or willingness to learn
- Interest in user interface design and how we experience gestalt learning
- Interest in human services and helping our Community learn, grow, and thrive

Duties and Responsibilities:

- Working to improve ease of access and user experience.
 - Gathering feedback from SWConnect staff on how things are working and areas to expand and improve – coming up with innovative ideas we can implement
 - Transforming feedback from SWConnect member agencies into quality website modifications
 - Incorporating community needs and technological capabilities into new website layouts and features
 - Researching ideas from other websites that we can use on ours
 - Other duties as assigned
- Technical
 - User interface design, workflow and graphic design
 - Opportunity for exposure to PHP scripting
 - Exposure to Drupal and Civicrm open source content management systems
 - Opportunity to build with HTML and Cascading Style Sheets for layout

Southwest Colorado Council of Governments (SWCCOG) - SWConnect

Position: Community Outreach Intern

Reports to: Program Manager

SWConnect is looking for a Community Outreach Intern 15-20 hours per week to take on asset mapping for our project. As an online community resource portal, SWConnect works to minimize or eliminate barriers in accessing services by providing current, accurate resource information to community members and organizations. The Community Outreach Intern is expected to develop supportive relationships with community organizations in order to generate resource information pertaining to the organization. They will be the point person for all issues related to mapping in SWConnect and become the expert on information input of new agencies.

Desired Skills and Qualifications:

- Strong relationship building and networking skills
- Interest in community organizing or non-profit work
- Strong communication skills
- Relevant knowledge of community organizing practices
- Must be competent in website navigation/ email/ database management
- Professional demeanor and ability to present competently
- Willingness to create professional relationships in local community

Duties and Responsibilities:

The SWConnect Community Outreach Intern's duties include but are not limited to:

- Managing information in SWConnect
 - Contact regional organizations as directed by Project Coordinator
 - Gather Program and Service information from local organizations
 - Create profiles in SWConnect based on Program and Service information
 - Provide support to organizations for bi-annual updates in SWConnect
 - Support Project Coordinator in communication with Colorado 211
 - Develop ongoing communication with organizations in support of SWConnect
- Community Organizing and Partnerships
 - Maintain and expand current organizational relationships
 - Coordinate orientation and training of SWConnect to increase awareness
 - Developing creative ways to increase awareness of SWConnect
 - Advocate for SWConnect to all community partners and agencies
 - Create content for and manage SWConnect newsletter
 - Other duties as assigned

Margaret Easterby

369 W 23rd St. Durango, Colorado 81301
Phone: 952-454-1660 • E-Mail: mageasterby@gmail.com

[M.E.]

Objective

I would like to obtain a position in which I can utilize my organization and office experience in a part time position while I rejoin the academic world as a student at Fort Lewis College.

Experience

Medical Team Coordinator – Open Sky Wilderness Therapy 08/13-Present

Overseeing the medical team's daily tasks and ensuring things are running smoothly. Medical paper work scanning, filing, and uploading. Weekly supervisory check in's with the pharmacy technician and supporting needs of the pharmacy department. General coverage of the medical team.

Seasonal Medical Case Manager – Open Sky Wilderness Therapy 03/13-08/13

Doing weekly check in's with students and writing updates to the clinical team, field team, and admissions team. Coordinating medical appointments with the therapists and our medical director. Parent communication about medical issues that arise while in our care and coordinating any follow up with their home providers if there is a need. Managing medical charts of students and updating weekly. Coordinating and communicating medication changes from the field team to medical team and vice versa.

Brew 02/13-05-13

Serving and bartending in a local brewery.

Head Field Guide - AICS Alaska Crossings 01/11 – 12/12

Guide troubled youth through 51 and 41 day expeditions of ocean canoeing, river canoeing, and mountaineering in the Tongass National Forest, Stikine-Laconte Wilderness Area, South Etolin Wilderness Area and parts of the British Columbia Provincial Parks system while addressing the behavioral needs of the participants and developing healthy coping skills to help them transfer their growth into their daily lives. Also supervised the staff team in the field and maintained communications and documentation transfers to the program managers in the office. *Master Level Guide certified.

Sea Kayak Guide – Alaska Vistas 06-11-08/12

Kayak guiding for groups coming from cruises or visiting Wrangell Island. Cooking, managing logistics, and route planning was a major role I played but also interpreting the surrounding area for the guests.

Housing Coordinator/Case Management - The Link 01/08- 01/11

Working to provide homeless youth (ages 17-24) with housing and living needs while developing the skills necessary to provide for themselves and help to further their future such as interview skills, budgeting and assistance with applications to colleges, financial aide, and scholarships.

Personal Care Assistant – MRCI 06/05-01/11

Care for people with mental disabilities in home and in their work place.

Server – Rudy’s Redeye Grill

03/06-03/10

Front of house in a casual fine dining setting.

Education

Fort Lewis College

Worked toward B.A. in Public Health w/ emphasis in health sciences and biology minor (Completed 90 Credits)

Skill Summary

If you speak with any of my references I believe they would all say I’m highly organized, I take pride in that and feel it is the best way to achieve any task. I’m a self-motivator and am consistently up beat and positive and I believe that helps me to maintain a level head when facing difficult challenges. I am also a very quick learner. I truly love working with children and being able to make a difference in their lives, I feel I am great at building rapport and gaining trust from youth, making them feel comfortable.

Certifications

WEMT- certification complete 5/16

WFR – expires 11/15

CPR – expires 01/15

MLG- A certification within Alaska Crossings considered to be the gold standard for excellence with in the program with focus on the logistical reasoning and risk management decision making skills required to provide safe care on moving water, flat water, and ocean environments.

References

| | |
|---------------|---------------------------------|
| Dan Hepburn | 970-749-5190 (Open Sky) |
| John Hackman | 719-849-9434 (Open Sky) |
| Eric Wortman | 907-305-0341 (Alaska Crossings) |
| Lucy Robinson | 907-305-0463 (Alaska Crossings) |
| Chris Hatton | 907-305-0222 (Alaska Crossings) |
| Jackie Keane | 952-454-1660 (MRCI) |

| SWConnect On-Going/Ideal Expenses | | |
|--|-----------|-------------------|
| Staffing: | | |
| SWConnect Program Coordinator 20hrs/wk @ \$20/hr | \$ | 20,000.00 |
| SWConnect Tech Support 20hrs/wk @ \$18/hr | \$ | 20,000.00 |
| Contract Labor (Terry) 10hrs/wk @ \$50/hr | \$ | 25,000.00 |
| Americorps Cost Share | \$ | 6,500.00 |
| Total: | \$ | 71,500.00 |
| Administrative: | | |
| Admin Fee (20%) | \$ | 20,417.43 |
| Benefits & P/R Taxes (7.65%) | \$ | 5,469.75 |
| Books/Materials/Supplies | \$ | 700.00 |
| Rent/Utilities/Maintenance | | |
| Telephone/Fax/Email/Internet | \$ | 1,200.00 |
| Other: | | |
| Travel, Training, and Meeting Expenses (\$300/mo) | \$ | 3,600.00 |
| Marketing | \$ | 2,000.00 |
| Equipment | \$ | 1,000.00 |
| Professional Fees | \$ | 1,000.00 |
| Total Expenses: | \$ | 106,887.18 |

| Ideal Revenue Percentages | |
|----------------------------------|-----|
| Fee for Service/ Contract | 50% |
| Grant Funding | 25% |
| Base Funding from Parent Org. | 25% |

Attachment: SWconnect Budgets (1640 : SWConnect Discussion)

SWConnect 2012 Funding Summary

| Project Name | Amount Awarded | Amount Spent | Balance |
|---------------|---------------------|---------------------|---------------------|
| ARCH 2012 | \$ 4,500.00 | \$ 3,996.00 | \$ 504.00 |
| Ballantine | \$ 2,000.00 | \$ 320.00 | \$ 1,680.00 |
| CHAC (2012) | \$ 1,000.00 | \$ 1,000.00 | \$ - |
| SWCOGG - Tech | \$ 3,400.00 | \$ 1,917.56 | \$ 1,482.44 |
| SWCOGG - AC | \$ 2,600.00 | \$ 2,600.00 | \$ - |
| United Way | \$ 2,167.00 | \$ 2,167.00 | \$ - |
| Unity Project | \$ 1,200.00 | \$ 1,200.00 | \$ - |
| 4CORE | \$ 15,779.00 | \$ 4,802.97 | \$ 10,976.03 |
| Total | \$ 32,646.00 | \$ 18,003.53 | \$ 14,642.47 |

SWConnect 2013 Budget

| SW Connect | Amount: | Notes: |
|--------------------------------|--------------------|---|
| Carry Over from 2012 | \$14,642.67 | |
| Revenue | | |
| CHAC | \$1,000.00 | |
| United Way | \$2,167.00 | |
| Drug Free Communities | \$1,200.00 | |
| Total Revenue | \$19,009.67 | |
| Expenses | | |
| Contribution to Admin Expenses | \$3,041.55 | DAEC lowered admin rate from 16% on some projects to balance budget |
| Salaries | \$0.00 | |
| Benefits & P/R Taxes | \$0.00 | 9% of salaries |
| Books/Materials/Supplies | \$0.00 | |
| Rent/Utilities/Maintenance | \$0.00 | |
| Telephone/Fax/Email | \$1,000.00 | Web Hosting (\$79.99/mo) Domain Name (\$37.99/yr) |
| Travel & Training | \$75.00 | Mileage rates and NP Management class |
| Student Training | | |
| Adv/Pr/Gifts/Dues | | |
| Professional Services | \$14,184.67 | Contracted Webmaster (Terry) |
| Americorp Cost Share | \$3,250.00 | RSAPP |
| Leasehold Improvements | | |
| Total Expenses | \$18,509.67 | |
| Balance | \$500.00 | |

SWConnect 2013 Funding Summary

| Project Name | Amount Awarded | Amount Spent | Balance |
|-----------------------------|---------------------|--------------------|------------------|
| Ballantine (2012 carryover) | \$ 1,680.00 | \$1,180.00 | \$ 500.00 |
| ARCH (2012 carryover) | \$ 504.00 | \$504.00 | \$ - |
| SWCCOG Transit (Tech) | \$ 1,482.44 | \$1,482.44 | \$ - |
| 4CORE | \$ 10,976.03 | \$10,976.03 | \$ - |
| CHAC (2013) | \$ 1,000.00 | \$ 1,000.00 | \$ - |
| United Way (2013) | \$ 2,167.00 | \$ 2,167.00 | \$ - |
| Drug Free Communities | \$ 1,200.00 | \$ 1,200.00 | \$ - |
| Total | \$ 19,009.47 | \$18,509.47 | \$ 500.00 |

SWConnect 2014 Budget

| SW Connect | Amount: | Notes |
|--|-------------------|---|
| Carry Over from 2013 | \$500.00 | |
| Revenue: | | |
| SJBAAA (Co. Health Foundation) | \$3,000.00 | |
| United Way | \$2,500.00 | |
| Grants | \$0.00 | |
| Member Fees | | |
| Other Income | | |
| Total Revenue | \$5,500.00 | |
| Expenses: | | |
| Admin Fee | \$0.00 | 15-20% |
| Salaries | | |
| Benefits & P/R Taxes | \$0.00 | 7.65% |
| Books/Materials/Supplies/Software | \$0.00 | |
| Rent/Utilities/Maintenance | \$0.00 | |
| Telephone/Fax/Email | \$1,720.00 | Web Hosting (\$79.99/mo) Domain Name (\$37.99/yr), Phone (\$60/mo) 1-2 trip per month @ current mileage |
| Travel & Training | \$0.00 | rate |
| Total Expenses | \$1,720.00 | |
| Increase/(Decrease) in Net Assets | \$3,780.00 | |

SWConnect 2014 Funding Summary

| | Amount Awarded | Notes |
|-------------------------------|-------------------|-------|
| Carry over from 2013 | \$0.00 | 0 |
| Fee for Service: | | |
| SJBAAA (Co Health Foundation) | \$3,000.00 | |
| United Way | \$2,500.00 | |
| Total | \$5,500.00 | |

Attachment: SWconnect Budgets (1640 : SWConnect Discussion)

SWConnect 2015 Budget

| | | |
|--|--------------------|--|
| Carry Over from 2014 | \$500.00 | |
| Revenue: | | |
| SJBAAA (Co. Health Foundation) | \$3,000.00 | |
| United Way | \$2,500.00 | |
| Grants | \$0.00 | |
| Member Fees | | |
| Other Income | | |
| Total Revenue | \$5,500.00 | |
| Expenses: | | |
| Admin Fee | \$0.00 | 15-20% |
| Salaries | | |
| Benefits & P/R Taxes | \$0.00 | 7.65% |
| Books/Materials/Supplies/Software | \$0.00 | |
| Rent/Utilities/Maintenance | \$0.00 | |
| Telephone/Fax/Email | \$1,720.00 | Web Hosting (\$79.99/mo) Domain Name (\$37.99/yr), Phone (\$60/mo) |
| Travel & Training | \$0.00 | 1-2 trip per month @ current mileage rate |
| Total Expenses | \$1,720.00 | |
| Increase/(Decrease) in Net Assets | \$3,780.00 | |
| Professional Services | | Contracted Webmaster (Terry) |
| Leasehold Improvements | | |
| Total Expenses | \$7,220.00 | |
| Increase/(Decrease) in Net Assets | -\$7,220.00 | |

Attachment: SWconnect Budgets (1640 : SWConnect Discussion)

SWConnect 2015 Funding Summary

| | Amount Awarded | Notes |
|------------------------------|-------------------|----------|
| Carry over from 2013 | \$0.00 | 0 |
| Fee for Service: | | |
| SJBAAA (Co Health Foundation | \$3,000.00 | |
| United Way | \$2,500.00 | |
| Total | \$5,500.00 | |

ITEM NO. (ID # 1641)

DATE: 02/7/2014

AGENDA REQUEST

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MEETING GROUP: Southwest Colorado Council of Governments

STAFF RESOURCE: Miriam Gillow-Wiles, Director

REQUESTING DEPT: Southwest Colorado Council of
Governments

TYPE: SWCCOG Item

SUBJECT: Shared Services Discussion

BACKGROUND:

FISCAL IMPACT:

RECOMMENDED ACTION:

ITEM NO. (ID # 1626)

DATE: 02/7/2014

AGENDA REQUEST

*

MEETING GROUP: Southwest Colorado Council of Governments

STAFF RESOURCE: Miriam Gillow-Wiles, Director

REQUESTING DEPT: Southwest Colorado Council of
Governments

TYPE: SWCCOG Minutes

SUBJECT: January Minutes

BACKGROUND:

FISCAL IMPACT:

RECOMMENDED ACTION:

ATTACHMENTS:

- 10 January 2014 Minutes DRAFT (DOCX)

Southwest Colorado Council of Governments
January Board Meeting
10 January 2014
La Plata County Court House

Board in Attendance:

Michael Whiting – Archuleta County
Julie Westendorff – La Plata County
Joe Kerby – La Plata County
Ron LeBlanc – City of Durango
Michelle Nelson – Town of Bayfield
Andrea Philips – Town of Mancos
Shane Hale – City of Cortez
Lana Hancock – Town of Dolores
David Mitchem – Town of Pagosa Springs
William Tookey – San Juan County (phone)
Chris Tookey – Town of Silverton (phone)

Staff in Attendance:

Miriam Gillow-Wiles – Executive Director
Tony Casale – Regional Housing Coordinator
Erica Keter – Regional Transit Coordinator

Guests in Attendance:

Scott Brandstetter – Region 9 / SWCCOG Bookkeeper
Laura Lewis Marchino – Region 9
Ed Morlan – Region 9
Wanda Cason, Senator Udall's Office
David Bygel - La Plata County
Gloria Kaasch-Buerger – City of Durango
Mary Beth Miles – City of Durango

I. Call to Order

La Plata County Commissioner Julie Westendorff introduced herself as likely replacement for Commissioner Bobby Lieb.

II. Consent Agenda: Minutes & Financials

Motion to Approve the Agenda: Ron LeBlanc, Second: Shane Hale. Passed by a unanimous voice vote.

III. Decisions:

Extend Contract between SWCCOG & Dr Rick Smith

Motion to discuss and add on to agenda as decision item: Shane Hale, Second: Andrea Philips. Passed by unanimous voice vote.

Ed Morlan led some of the discussion on financial status of telecom grant. Miriam Gillow-Wiles stated she and Dr. Rick had discussed the contract extension, and he said he would work through February but not much past the end of February. Contract extension would be through March to ensure we are covered through the end of the DOLA grant. Shane Hale wanted to know where

the additional construction money came from. Ed Morlan said they moved \$40,000 from administration to construction when they extended the grant to March 2014. Ron LeBlanc asked if it would make sense to include in the motion for the amount of Dr. Rick Smith's contract not to exceed \$13,000, which would provide enough money to cover his time through most of March.

Motion to extend the contract with Dr. Rick Smith until March 31st 2014 and not to exceed \$13,000: Ron LeBlanc, Second: Shane Hale. Passed by unanimous voice vote.

Purchasing Policies:

Miriam Gillow-Wiles started the discussion with the question of what is "local" to the COG. Michael Whiting said he thought it should be within the five counties, including cities and towns compromising the COG. There was some discussion regarding the entities in Montezuma County and most likely businesses will have an address that is in a city or town who is a member of the COG. Andrea Phillips discussed the phrase "department heads" was used in Mancos' policy but may not be applicable in this context. Staff stated it was left in for future growth.

Motion to adopt: Andrea Phillips, Second: Michelle Nelson. Passed by unanimous voice vote.

Signer for Ft Lyon Grant:

Staff reported the need to do monthly reporting on grant and need to be able to sign documents outside of the COG meeting schedule for Fort Lyons. Michael Whiting asked if we want to keep the signer specific or general for COG activities.

Motion to adopt Resolution 2014-01: Shane Hale, Second: Ron LeBlanc. Passed by unanimous voice vote.

Katherine Therapy Associates Fort Lyons MOU:

Miriam Gillow-Wiles stated the blue lined version was the response from legal, it emphasizes liability insurance, limits transporting people to Ft Lyons to avoid liability issues, and the exhibits were not included due to length and already having gone through the Board when initially approved. Andrea Phillips asked if this was put out to bid, as the policy now states that over \$10,000 needs to go out to bid. Staff responded that no it had not, as the only respondents to the initial DOLA RFP was Mary Katherine representing the Ute Mountain Ute Tribe. The Ute Mountain Ute Tribe could not take the grant due to only being able to serve Tribal members. Michael Whiting asked what if there was only one interested party. Julie Westendorff asked if there were any open meeting issues because final version was not on the website since the revision were received this morning and were not able to be posted to the website. Shane Hale stated that the changes are not in substance and most deal with legal language. Ron LeBlanc asked about auto insurance and moving people from the region to Fort Lyon if Mary Katherine would not be transporting people.

Motion to approve the contract with Mary Katherine Associates for Fort Lyons: Julie Westendorff, Second: Shane Hale. Passed by unanimous voice vote.

Contract for Anthony Casale:

Staff gave an explanation of funding for background of the position. Miriam Gillow-Wiles spoke with Ken Charles (DoLA) to clarify that sustainability funds can be used, which it can. Shane Hale asked if the money in discussion was a grant that was already received and if the grant had something to do with SWConnect. Staff confirmed that both were correct, and said that it may come down to a question of focus on SWConnect or housing. Michael Whiting asked if this was more of a question for the retreat. Andrea Phillips asked if this extension is through May, what

happens after May. Miriam Gillow-Wiles responded that would give us more time to find additional funding sources if SWCCOG wants to focus on housing.

Motion to authorize Miriam Gillow-Wiles to create a contract and enter into negotiations: Andrea Phillips, Second: Shane Hale. Further discussion regarding full time or part time status, pay roll taxes, current hours worked, hourly or monthly pay, how many hours will be worked, and clarification of contractor vs employee criteria ensued. Other questions regarding the expectations for the sustainability grant, including the identified areas in the grant of Aging, Housing, and Transit were discussed. Continued discussion centered on having the contract go before the Executive Committee or allowing the Director to make decisions outside of meetings.
Passed by unanimous voice vote.

SWConnect:

Miriam Gillow-Wiles started off with an explanation of SWConnect history and connection between SWConnect and United Way 211. Erica Keter explained that United Way is granting \$4500/year, and the AAA granting \$3000 for 2014 and 2015 to help automate process of updating 211. Miriam Gillow-Wiles also summarized the DOLA Sustainability grant. Laura Lewis Marchino stated there is roughly \$14,000 left to drawdown. Miriam explained the sustainability grant had used Susan Hakanson's time as match for the \$50,000 grant which was awarded in March of 2013, but we were unable to do any draws until December 2013, and that the grant expires at the end of February of 2014. Staff then reviewed the RFP for web developer and the actions around the web development for SWConnect, which was not to exceed \$36,000, did not get approval of the Board for award of contract, no contract exists, and that the COG has never been invoiced for the web development. Andrea Phillips asked if there is no contract with the web developer, is the SWCCOG obligated to pay. It was unclear as to the legal standing. Erica Keter stated that a work plan was developed for SWConnect with housing identified as priority and that web development progress may not be observed because not published yet but was unsure of amount of web development work being done 'behind the scenes'. Shane Hale asked if there was any other agency that would like to take this on. Miriam Gillow-Wiles responded that the check from MOU between Adult Education Center (AEC) and the former acting director had not been cashed, but it seemed as if the contract was to hand over SWConnect. It was then discussed this was more of a retreat discussion and if the SWCCOG should be housing SWConnect. Staff said we need pay the past due web hosting fees of \$239.97. Other questions regarding the need and applicability of the website vs Google, and if there was enough money in the grant to pay the web development fees.
Motion to pay the web hosting bill: Ron LeBlanc Second: David Mitchem. Passed by unanimous voice vote.

Contract with Payroll Department:

Miriam Gillow-Wiles stated this was the formalized contract to ensure staff can get paid and that we are and have been using their services since November 2013.

Motion to approve the contract with Payroll Department: Ron LeBlanc, Second: Shane Hale. Passed by unanimous voice vote.

Recycling Resources Economic Opportunities Grant:

Staff started the discussion regarding the RREO grant by stating it fits environmental aspect of our goals and would like to direction to explore further. There were questions about other communities recycling including Cortez. Questions then centered on what kind of grant and what opportunities there were with this grant. Miriam Gillow-Wiles answered questions including that this would be for a hub and spoke model, and not specifically a planning grant. Board Members

then spoke about some of the different needs in each community, and how we could reuse material in the region. Julie Westendorff and Andrea Phillips both stated that La Plata County and Mancos would be interested this grant. Staff was given approval to work on the grant and bring fine tuning to the February meeting. Many ideas of who to contact and what organizations already worked on recycling in the region were also given.

Letter of Support

Discussion started with the proposed changes and the updated language to the 2005 Senate Bill 152. Proposed changes to 2005 Bill and language within. Ron LeBlanc stated he thought this is a good thing to support after Legislative Committee met and phone call with Ken Fellman.

Motion to approve the letter of support for the changes of SB05-152: Ron LeBlanc, Second: David Mitchem. Passed by unanimous voice vote.

La Plata County had a few more questions regarding the types of changes in the proposed legislation, how substantial the changes were, and clarification on municipalities can offer bandwidth to providers. The questions were answered by Ron LeBlanc who said we can anticipate push back from large telecom providers and that the currently public facilities cannot be used to deliver service with the current language.

IV. Discussion

Michael Whiting was in Washington DC and spoke about public lands renewable energy act. Currently no clear way for counties to bring money back to jurisdictions from federal renewable energy projects within county lands. The importance comes from western states/counties with large tracts of federal land being more impacted than densely populated eastern states. Is this important enough for COG members to put together a letter of support? There were questions about utility companies receiving money for their transmission. Michael Whiting said that transmission considerations and power purchasing arrangements need to be considered but that the regulatory language is a barrier. Currently 100% of royalties on renewable energies go back to Washington DC. The position of the BLM and Forest Service was questioned, and Michael Whiting responded that more clarity will help land management agencies in their decision making process on leasing public lands. Shane Hale asked if this was truly a COG issue. David Mitchem replied that if it helps the COG counties, then it should be helpful to all the COG members. It was then discussed if this was what the COG should be spending political capital on. Michael Whiting said that Senators Bennet and Udall, as well as Congressman Tipton were in support of the proposed legislation and understood the importance to local counties.

Motion to direct staff to write a letter of support: Ron LeBlanc, Second: Michelle Nelson. Passed by unanimous voice vote

V. Reports

Director's Report:

Miriam elaborated on her report in the packet and gave a verbal update of nothing to report with the SWIMT. Shane Hale had a question about where are things with AAA. She replied that she was waiting on an updated budget to get a better financial picture. Julie Westendorff asked if having a small COG group to discuss with the AAA board would be useful. Michael Whiting said this goes back to topic that will be covered at retreat – program vs project – we need to use 2014 to figure this out. It was then discussed if there was an urgency in bringing the AAA under the COG. Discussion followed about that it may be easier to bring the AAA under the COG because they seem to be pretty well functioning. That point was counted that AAA has not been able to make matches on grants, and who should be responsible.

Housing Report:

Tony Casale provided a brief summary and stated the Supportive Housing Toolkit Brief will be hosted on February 4th and 5th in Durango.

There were no other questions about the other reports in the Board Packet.

VI. Adjourned

DRAFT

ITEM NO. (ID # 1630)

DATE: 02/7/2014

AGENDA REQUEST

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MEETING GROUP: Southwest Colorado Council of Governments

STAFF RESOURCE: Miriam Gillow-Wiles, Director

REQUESTING DEPT: Southwest Colorado Council of
Governments

TYPE: SWCCOG Item

SUBJECT: Financials

BACKGROUND:

FISCAL IMPACT:

RECOMMENDED ACTION:

ATTACHMENTS:

- 01 Agenda Form Dec 2013 Financials - Meeting 2-7- 2014 (PDF)
- Bank recon and statement- Dec 2013 (PDF)
- Dec 2013- Income Statement (PDF)
- Dec 2013 - Balance Sheet (PDF)
- Budgt to Actual Jan-Dec 2013 (PDF)

- Announcement/Proclamation
- Special Presentation
- Report

- Consent
- Decision

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

| | | |
|--|------------------------------|--------------------------|
| Date of Board Meeting: Feb 7, 2014 | | <input type="checkbox"/> |
| Staff: Region 9 EDD | Presentation Time: 2 minutes | <input type="checkbox"/> |
| Subject: December 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 December financial reports produced through Quick books for the SWCCOG. The first page is the Combined Balance Sheet by Class through December shows \$143,322.05 in total assets and net income of \$67,923.85 across the funds. The second sheet is the Profit/Loss by Class from December 1 through December 31st followed by the Profit/Loss Budget vs. Actual. The final sheet is the SWCCOG bank statement for December 31st 2013, showing \$227,137.72 in the account as of December 31, 2013.

Other Financial updates:

- Community Project Budgets and Statements for Admin match- (Telecom) were sent out the week of Jan 13th for Admin match through 12/31/13
- Budget was approved for 2014 and sent to State in January 2014
- Final 3 months of Telecom Grant ending 3/31/14
- 2013 Budget Amendment will be presented in March Board Meeting

Fiscal Impact:

As presented

Recommended Action:

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

Accompanying Documents:

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

Attachment: 01 Agenda Form Dec 2013 Financials - Meeting 2-7-2014 (1630 : December Financials)

1:31 PM

01/13/14

Southwest Colorado Council of Governments
Reconciliation Detail
1001 · 1st Southwest Bank, Period Ending 12/31/2013

| Type | Date | Num | Name | Clr | Amount | Balance |
|--|------------|---------|------------------------|-----|-------------|-------------|
| Beginning Balance | | | | | | 117,411.71 |
| Cleared Transactions | | | | | | |
| Checks and Payments - 18 items | | | | | | |
| Bill Pmt -Check | 9/24/2013 | 1346 | Dolores County. | X | -14,673.97 | -14,673.97 |
| Bill Pmt -Check | 10/24/2013 | 1356 | Town of Pagosa Spri... | X | -61,747.85 | -76,421.82 |
| Bill Pmt -Check | 10/31/2013 | 1362 | Region 9 EDD of S... | X | -13,415.82 | -89,837.64 |
| Bill Pmt -Check | 10/31/2013 | 1365 | City of Cortez | X | -10,547.82 | -100,385.46 |
| Bill Pmt -Check | 10/31/2013 | 1369 | Town of Dolores. | X | -8,625.00 | -109,010.46 |
| Bill Pmt -Check | 10/31/2013 | 1361 | Region 9 EDD of S... | X | -6,256.10 | -115,266.56 |
| Bill Pmt -Check | 10/31/2013 | 1363 | Town of Ignacio | X | -580.32 | -115,846.88 |
| Bill Pmt -Check | 11/30/2013 | 1379 | Arona Enterprises | X | -5,000.00 | -120,846.88 |
| General Journal | 11/30/2013 | 11-13-5 | | X | -4,717.37 | -125,564.25 |
| Bill Pmt -Check | 11/30/2013 | 1380 | Erica Keter | X | -750.00 | -126,314.25 |
| Bill Pmt -Check | 12/9/2013 | 1385 | Fast Track | X | -1,250.00 | -127,564.25 |
| Bill Pmt -Check | 12/9/2013 | 1387 | Region 9 EDD of S... | X | -1,081.62 | -128,645.87 |
| Bill Pmt -Check | 12/9/2013 | 1386 | Pagosa Springs SU... | X | -19.80 | -128,665.67 |
| Bill Pmt -Check | 12/10/2013 | 1389 | CEBT | X | -634.35 | -129,300.02 |
| General Journal | 12/12/2013 | 12-13-3 | | X | -3,059.68 | -132,359.70 |
| Bill Pmt -Check | 12/12/2013 | 1391 | CASH | X | -231.84 | -132,591.54 |
| Bill Pmt -Check | 12/18/2013 | 1393 | Erica Keter | X | -500.00 | -133,091.54 |
| General Journal | 12/26/2013 | 12-13-5 | | X | -2,693.41 | -135,784.95 |
| Total Checks and Payments | | | | | -135,784.95 | -135,784.95 |
| Deposits and Credits - 12 items | | | | | | |
| General Journal | 11/30/2013 | 11-13-5 | | X | 4,717.37 | 4,717.37 |
| Deposit | 12/2/2013 | | | X | 526.84 | 5,244.21 |
| Deposit | 12/5/2013 | | | X | 94,442.34 | 99,686.55 |
| Deposit | 12/10/2013 | | | X | 130.00 | 99,816.55 |
| Deposit | 12/11/2013 | | | X | 12.00 | 99,828.55 |
| Deposit | 12/11/2013 | | | X | 1,918.26 | 101,746.81 |
| Deposit | 12/18/2013 | | | X | 57,870.39 | 159,617.20 |
| Deposit | 12/20/2013 | | | X | 250.80 | 159,868.00 |
| General Journal | 12/27/2013 | 12-13-6 | | X | 124.77 | 159,992.77 |
| Deposit | 12/30/2013 | | | X | 141.18 | 160,133.95 |
| Deposit | 12/31/2013 | | | X | 85,377.01 | 245,510.96 |
| Bill Pmt -Check | 1/9/2014 | 1412 | QDS Communicatio... | X | 0.00 | 245,510.96 |
| Total Deposits and Credits | | | | | 245,510.96 | 245,510.96 |
| Total Cleared Transactions | | | | | 109,726.01 | 109,726.01 |
| Cleared Balance | | | | | 109,726.01 | 227,137.72 |
| Uncleared Transactions | | | | | | |
| Checks and Payments - 23 items | | | | | | |
| Bill Pmt -Check | 10/31/2013 | 1368 | City of Durango | | -7,470.00 | -7,470.00 |
| Bill Pmt -Check | 11/30/2013 | 1381 | City of Durango | | -72,925.37 | -80,395.37 |
| Bill Pmt -Check | 11/30/2013 | 1383 | Region 9 EDD of S... | | -7,262.24 | -87,657.61 |
| Bill Pmt -Check | 11/30/2013 | 1382 | City of Durango | | -45.00 | -87,702.61 |
| Bill Pmt -Check | 12/9/2013 | 1388 | Town of Ignacio | | -3,391.22 | -91,093.83 |
| Bill Pmt -Check | 12/11/2013 | 1390 | City of Durango | | -3,131.89 | -94,225.72 |
| Bill Pmt -Check | 12/18/2013 | 1392 | Dolores County. | | -66,705.00 | -160,930.72 |
| Bill Pmt -Check | 12/19/2013 | 1394 | CCCMA | | -300.00 | -161,230.72 |
| Bill Pmt -Check | 12/20/2013 | 1395 | Town of Dolores. | | -17,250.00 | -178,480.72 |
| Bill Pmt -Check | 12/30/2013 | 1397 | Mid-State Consultants | | -700.00 | -179,180.72 |
| Check | 12/30/2013 | 1396 | Office Depot | | -578.53 | -179,759.25 |
| Bill Pmt -Check | 12/31/2013 | 1401 | Town of Pagosa Spri... | | -69,524.51 | -249,283.76 |
| Bill Pmt -Check | 12/31/2013 | 1400 | Town of Bayfield. | | -52,013.73 | -301,297.49 |
| Bill Pmt -Check | 12/31/2013 | 1413 | Centurylink | | -33,483.89 | -334,781.38 |
| Bill Pmt -Check | 12/31/2013 | 1414 | QDS Communicatio... | | -22,200.00 | -356,981.38 |
| Bill Pmt -Check | 12/31/2013 | 1399 | City of Cortez | | -13,761.29 | -370,742.67 |
| Bill Pmt -Check | 12/31/2013 | 1404 | Town of Mancos. | | -11,559.75 | -382,302.42 |
| Bill Pmt -Check | 12/31/2013 | 1403 | Arona Enterprises | | -5,000.00 | -387,302.42 |
| Bill Pmt -Check | 12/31/2013 | 1405 | Region 9 EDD of S... | | -3,833.16 | -391,135.58 |
| Bill Pmt -Check | 12/31/2013 | 1406 | Region 9 EDD of S... | | -2,628.04 | -393,763.62 |
| Bill Pmt -Check | 12/31/2013 | 1402 | Lori Johnson | | -1,204.00 | -394,967.62 |

Cl [Signature] reconciled this account on 1/13/14.

Attachment: Bank recon and statement- Dec 2013 (1630 : December Financials)

1st SouthWest Bank

Alamosa • Center • 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:

XXXXXX2610

DOCUMENTS:

23

PAGE: 1
12/31/2013

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

30
8
15

FSB Non-Profit Checking ACCOUNT XXXXXX2610

| | | | | |
|-----------------------|------------|--|-------------------------|------------|
| | | | LAST STATEMENT 11/29/13 | 117,411.71 |
| AVG AVAILABLE BALANCE | 161,508.97 | | 10 CREDITS | 240,793.59 |
| AVERAGE BALANCE | 161,508.97 | | 21 DEBITS | 131,067.58 |
| | | | THIS STATEMENT 12/31/13 | 227,137.72 |

| | | | | | | | | | | | |
|------------------------------|-------|-----------|-------|-------|----------|-------|-------|-----------|-------|------|--------|
| - - - - - DEPOSITS - - - - - | | | | | | | | | | | |
| REF # | DATE | AMOUNT | REF # | DATE | AMOUNT | REF # | DATE | AMOUNT | REF # | DATE | AMOUNT |
| | 12/02 | 526.84 | | 12/11 | 12.00 | | 12/30 | 141.18 | | | |
| | 12/05 | 94,442.34 | | 12/11 | 1,918.26 | | 12/31 | 85,377.01 | | | |
| | 12/10 | 130.00 | | 12/20 | 250.80 | | | | | | |

| | | | | | | | | | | | |
|---------------------------------------|--|--|--|--|--|--|--|-------|-----------|--|--|
| - - - - - OTHER CREDITS - - - - - | | | | | | | | | | | |
| DESCRIPTION | | | | | | | | DATE | AMOUNT | | |
| STATE OF COLO. CDPS GRANT XXXXX5254 * | | | | | | | | 12/18 | 57,870.39 | | |
| SOUTHWEST COLORA REVERSAL | | | | | | | | 12/27 | 124.77 | | |

| | | | | | | | | | | | |
|----------------------------|-------|-----------|---------|-------|-----------|---------|-------|----------|---------|------|--------|
| - - - - - CHECKS - - - - - | | | | | | | | | | | |
| CHECK # | DATE | AMOUNT | CHECK # | DATE | AMOUNT | CHECK # | DATE | AMOUNT | CHECK # | DATE | AMOUNT |
| 1346* | 12/04 | 14,673.97 | 1365* | 12/17 | 10,547.82 | 1386 | 12/18 | 19.80 | | | |
| 1356* | 12/19 | 61,747.85 | 1369* | 12/27 | 8,625.00 | 1387* | 12/24 | 1,081.62 | | | |
| 1361 | 12/11 | 6,256.10 | 1379 | 12/11 | 5,000.00 | 1389* | 12/18 | 634.35 | | | |
| 1362 | 12/11 | 13,415.82 | 1380* | 12/04 | 750.00 | 1391* | 12/17 | 231.84 | | | |
| 1363* | 12/18 | 580.32 | 1385 | 12/13 | 1,250.00 | 1393 | 12/23 | 500.00 | | | |

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

| | | | | | | | | | | | |
|----------------------------------|--|--|--|--|--|--|--|-------|----------|--|--|
| - - - - - OTHER DEBITS - - - - - | | | | | | | | | | | |
| DESCRIPTION | | | | | | | | DATE | AMOUNT | | |
| SOUTHWEST COLORA IMPOUND | | | | | | | | 12/11 | 43.71 | | |
| SOUTHWEST COLORA IMPOUND | | | | | | | | 12/11 | 872.24 | | |
| SOUTHWEST COLORA NET=PAY | | | | | | | | 12/11 | 2,143.73 | | |
| SOUTHWEST COLORA IMPOUND | | | | | | | | 12/24 | 43.71 | | |
| SOUTHWEST COLORA IMPOUND | | | | | | | | 12/24 | 870.97 | | |
| SOUTHWEST COLORA NET=PAY | | | | | | | | 12/24 | 1,778.73 | | |

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

Attachment: Bank recon and statement- Dec 2013 (1630 : December Financials)

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 |
|-----------|------------|-----------|------------|-----------|------------|
| 12/02 | 117,938.55 | 12/13 | 170,035.58 | 12/23 | 153,894.79 |
| 12/04 | 102,514.58 | 12/17 | 159,255.92 | 12/24 | 150,119.76 |
| 12/05 | 196,956.92 | 12/18 | 215,891.84 | 12/27 | 141,619.53 |
| 12/10 | 197,086.92 | 12/19 | 154,143.99 | 12/30 | 141,760.71 |
| 12/11 | 171,285.58 | 12/20 | 154,394.79 | 12/31 | 227,137.72 |

- END OF STATEMENT -

Attachment: Bank recon and statement- Dec 2013 (1630 : December Financials)

| | |
|-------------------|----------|
| DATE | 12-11-13 |
| ACCOUNT | |
| CHECK NO. | |
| TOTAL CASH | 12.00 |
| TOTAL DEBIT | |
| TOTAL CREDIT | 12.00 |
| NET DEPOSIT TOTAL | 12.00 |

SOUTHWEST COLORADO OF GOVERNMENTS
295A GRAND ST
DURANGO CO 81303

DEPOSIT TICKET TOTAL \$ 12.00

⑆102107034⑆56102610⑆ 009

\$12.00 12/11/2013

| | |
|-------------------|----------|
| DATE | 12-31-13 |
| ACCOUNT | |
| CHECK NO. | |
| TOTAL CASH | 85377.01 |
| TOTAL DEBIT | |
| TOTAL CREDIT | 85377.01 |
| NET DEPOSIT TOTAL | 85377.01 |

SOUTHWEST COLORADO OF GOVERNMENTS
295A GRAND ST
DURANGO CO 81303

DEPOSIT TICKET TOTAL \$ 85377.01

⑆102107034⑆56102610⑆ 009

\$85,377.01 12/31/2013

| | |
|-------------------|----------|
| DATE | 12-10-13 |
| ACCOUNT | |
| CHECK NO. | |
| TOTAL CASH | 130.00 |
| TOTAL DEBIT | |
| TOTAL CREDIT | 130.00 |
| NET DEPOSIT TOTAL | 130.00 |

SOUTHWEST COLORADO OF GOVERNMENTS
295A GRAND ST
DURANGO CO 81303

DEPOSIT TICKET TOTAL \$ 130.00

⑆102107034⑆56102610⑆ 009

\$130.00 12/10/2013

| | |
|-------------------|----------|
| DATE | 12-5-13 |
| ACCOUNT | |
| CHECK NO. | |
| TOTAL CASH | 94442.34 |
| TOTAL DEBIT | |
| TOTAL CREDIT | 94442.34 |
| NET DEPOSIT TOTAL | 94442.34 |

SOUTHWEST COLORADO OF GOVERNMENTS
295A GRAND ST
DURANGO CO 81303

DEPOSIT TICKET TOTAL \$ 94442.34

⑆102107034⑆56102610⑆ 009

\$94,442.34 12/05/2013

| | |
|-------------------|----------|
| DATE | 12-20-13 |
| ACCOUNT | |
| CHECK NO. | |
| TOTAL CASH | 141.18 |
| TOTAL DEBIT | |
| TOTAL CREDIT | 141.18 |
| NET DEPOSIT TOTAL | 141.18 |

SOUTHWEST COLORADO OF GOVERNMENTS
295A GRAND ST
DURANGO CO 81303

DEPOSIT TICKET TOTAL \$ 141.18

⑆102107034⑆56102610⑆ 009

\$141.18 12/30/2013

1346

SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS
295A GRAND STREET
DURANGO, CO 81303

9/24/2013

PAY TO THE ORDER OF Dolores County, \$ 14,673.97

Fourteen Thousand Six Hundred Seventy-Three and 87/100

Dolores County
Attn: Ernie Williams
PO Box 827
Dove Creek, CO 81324

MEMO SCAN Reimb 75%

⑆001336⑆ ⑆102107034⑆56102610⑆

1346 \$14,673.97 12/04/2013

| | |
|-------------------|----------|
| DATE | 12-19-13 |
| ACCOUNT | |
| CHECK NO. | |
| TOTAL CASH | 250.80 |
| TOTAL DEBIT | |
| TOTAL CREDIT | 250.80 |
| NET DEPOSIT TOTAL | 250.80 |

SOUTHWEST COLORADO OF GOVERNMENTS
295A GRAND ST
DURANGO CO 81303

DEPOSIT TICKET TOTAL \$ 250.80

⑆102107034⑆56102610⑆ 009

\$250.80 12/20/2013

1356

SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS
295A GRAND STREET
DURANGO, CO 81303

10/24/2013

PAY TO THE ORDER OF Town of Pagosa Springs \$ 61,747.85

Sixty-One Thousand Seven Hundred Forty-Seven and 85/100

Town of Pagosa Springs
551 Hot Springs Blvd Box 1859
Pagosa Springs, CO 81447

MEMO reimbursed telecom expense #345

⑆001356⑆ ⑆102107034⑆56102610⑆

1356 \$61,747.85 12/19/2013

| | |
|-------------------|----------|
| DATE | 12-11-13 |
| ACCOUNT | |
| CHECK NO. | |
| TOTAL CASH | 526.84 |
| TOTAL DEBIT | |
| TOTAL CREDIT | 526.84 |
| NET DEPOSIT TOTAL | 526.84 |

SOUTHWEST COLORADO OF GOVERNMENTS
295A GRAND ST
DURANGO CO 81303

DEPOSIT TICKET TOTAL \$ 526.84

⑆102107034⑆56102610⑆ 009

\$526.84 12/02/2013

1361

SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS
295A GRAND STREET
DURANGO, CO 81303

10/21/2013

PAY TO THE ORDER OF Region 9 EDD of SW CO \$ 6,256.10

Six Thousand Two Hundred Fifty-Six and 10/100

Region 9 EDD of SW CO
295A Grand Street
Durango, CO 81303

MEMO 100956

⑆001361⑆ ⑆102107034⑆56102610⑆

1361 \$6,256.10 12/11/2013

| | |
|-------------------|----------|
| DATE | 12-11-13 |
| ACCOUNT | |
| CHECK NO. | |
| TOTAL CASH | 1918.26 |
| TOTAL DEBIT | |
| TOTAL CREDIT | 1918.26 |
| NET DEPOSIT TOTAL | 1918.26 |

SOUTHWEST COLORADO OF GOVERNMENTS
295A GRAND ST
DURANGO CO 81303

DEPOSIT TICKET TOTAL \$ 1918.26

⑆102107034⑆56102610⑆ 009

\$1,918.26 12/11/2013

1362

SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS
295A GRAND STREET
DURANGO, CO 81303

10/21/2013

PAY TO THE ORDER OF Region 9 EDD of SW CO \$ 13,415.82

Thirteen Thousand Four Hundred Fifteen and 82/100

Region 9 EDD of SW CO
295A Grand Street
Durango, CO 81303

MEMO 100956

⑆001362⑆ ⑆102107034⑆56102610⑆

1362 \$13,415.82 12/11/2013

Attachment: Bank recon and statement- Dec 2013 (1630 : December Financials)

SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS
255A GRAND STREET
DURANGO, CO 81303

PAY TO THE ORDER OF: Town of Ignacio \$ **580.32

Five Hundred Eighty and 32/100

Town of Ignacio
PO Box 439
Ignacio, CO 81137

MEMO Invoice 382013

1363 12/18/2013

1031/2013

APPROVED SIGNATURE

1363 \$580.32 12/18/2013

SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS
255A GRAND STREET
DURANGO, CO 81303

PAY TO THE ORDER OF: Pagosa Springs SUN Publishing \$ **19.80

Kratzen and 80100

Pagosa Springs SUN Publishing
PO BOX 9
Pagosa Springs, CO 81147

MEMO L5301

1386 12/18/2013

12/9/2013

APPROVED SIGNATURE

1386 \$19.80 12/18/2013

SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS
255A GRAND STREET
DURANGO, CO 81303

PAY TO THE ORDER OF: City of Cortez \$ **10,547.82

Ten Thousand Five Hundred Forty-Seven and 82/100

City of Cortez
210 East Main Street
Cortez, CO 81321

MEMO RFRM7

1365 12/17/2013

1031/2013

APPROVED SIGNATURE

1365 \$10,547.82 12/17/2013

SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS
255A GRAND STREET
DURANGO, CO 81303

PAY TO THE ORDER OF: Region 9 EDO of SW CO \$ **1,081.62

One Thousand Eighty-One and 62/100

Region 9 EDO of SW CO
295A Grand Street
Durango, CO 81303

MEMO 100091

1387 12/24/2013

12/8/2013

APPROVED SIGNATURE

1387 \$1,081.62 12/24/2013

SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS
255A GRAND STREET
DURANGO, CO 81303

PAY TO THE ORDER OF: Town of Dolores \$ **8,625.00

Eight Thousand Six Hundred Twenty-Five and 00/100

Town of Dolores
PO BOX 633
Dolores, CO 81323

MEMO Inv 9247 Telecom

1369 12/27/2013

1031/2013

APPROVED SIGNATURE

1369 \$8,625.00 12/27/2013

SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS
255A GRAND STREET
DURANGO, CO 81303

PAY TO THE ORDER OF: CBST \$ **634.35

Six Hundred Thirty-Four and 50/100

CBST
PO BOX 912831
Durango, CO 81301

MEMO 1215

1389 12/18/2013

12/10/2013

APPROVED SIGNATURE

1389 \$634.35 12/18/2013

SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS
255A GRAND STREET
DURANGO, CO 81303

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

Five Thousand and 00/100

Ariza Enterprises
1087 N. Cedar Drive
Bayfield, CO 81122

MEMO Inv 148 Nov 13

1379 12/11/2013

12/2/2013

APPROVED SIGNATURE

1379 \$5,000.00 12/11/2013

SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS
255A GRAND STREET
DURANGO, CO 81303

PAY TO THE ORDER OF: CASH \$ **231.84

Two Hundred Thirty-One and 54/100

CASH

MEMO 1212 Replenish

1391 12/17/2013

12/12/2013

APPROVED SIGNATURE

1391 \$231.84 12/17/2013

SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS
255A GRAND STREET
DURANGO, CO 81303

PAY TO THE ORDER OF: Erica Kater \$ **750.00

Seven Hundred Fifty and 00/100

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

MEMO Inv 004 Travel

1380 12/04/2013

12/2/2013

APPROVED SIGNATURE

1380 \$750.00 12/04/2013

SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS
255A GRAND STREET
DURANGO, CO 81303

PAY TO THE ORDER OF: Erica Kater \$ **500.00

Five Hundred and 00/100

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

MEMO Inv 008 Travel

1393 12/23/2013

12/18/2013

APPROVED SIGNATURE

1393 \$500.00 12/23/2013

SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS
255A GRAND STREET
DURANGO, CO 81303

PAY TO THE ORDER OF: Fast Track \$ **1,250.00

One Thousand Two Hundred Fifty and 00/100

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

MEMO Inv 04 Dec 13

1385 12/13/2013

12/5/2013

APPROVED SIGNATURE

1385 \$1,250.00 12/13/2013

Attachment: Bank recon and statement- Dec 2013 (1630 : December Financials)

11:23 AM

Southwest Colorado Council of Governments
Profit & Loss by Class
December 2013

01/28/14

Accrual Basis

| | 100-General | 125-SWIMT | 200-All Hazards | 830-Telecom | 900-SCAN | TOTAL |
|--|------------------|------------------|------------------|-------------------|-----------------|-------------------|
| Income | | | | | | |
| 4004 · SWIMT Rev | 0.00 | 53,877.76 | 0.00 | 0.00 | 0.00 | 53,877.76 |
| 4010 · Grant-DOLA Admin | 11,052.76 | 0.00 | 0.00 | -671.97 | 8,716.94 | 19,097.73 |
| 4020 · Grant DOLA-Construction | 0.00 | 0.00 | 0.00 | 231,476.04 | 0.00 | 231,476.04 |
| 4040 · Grant-Transit | 1,650.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,650.00 |
| 4041 · All Hazards Grant | 0.00 | 0.00 | 55,683.89 | 0.00 | 0.00 | 55,683.89 |
| 4950 · Match-GOV Admin | 0.00 | 0.00 | 0.00 | 3,982.07 | 0.00 | 3,982.07 |
| 4951 · Match-GOV Construction | 0.00 | 0.00 | 0.00 | 110.30 | 0.00 | 110.30 |
| 4952 · Region 9-Matching Funds | 0.00 | 0.00 | 0.00 | 1,314.02 | 0.00 | 1,314.02 |
| 4955 · In Kind Project Match- Construc | 0.00 | 0.00 | 0.00 | 78,068.50 | 0.00 | 78,068.50 |
| 4956 · In Kind Project Match- Admin | 0.00 | 0.00 | 0.00 | 1,043.96 | 0.00 | 1,043.96 |
| Total Income | 12,702.76 | 53,877.76 | 55,683.89 | 315,322.92 | 8,716.94 | 446,304.27 |
| Gross Profit | 12,702.76 | 53,877.76 | 55,683.89 | 315,322.92 | 8,716.94 | 446,304.27 |
| Expense | | | | | | |
| 5200 · All Hazard Project | 0.00 | 0.00 | 55,732.89 | 0.00 | 0.00 | 55,732.89 |
| 5401 · Software Maintenance (E-Tic) | 0.00 | 0.00 | 0.00 | 0.00 | 700.00 | 700.00 |
| 5520 · Advertising | 50.29 | 0.00 | 0.00 | 0.00 | 0.00 | 50.29 |
| 5521 · Telephone/Website/Internet | 65.00 | 0.00 | 0.00 | 0.00 | 0.00 | 65.00 |
| 5523 · Payroll Processing Fees | 87.42 | 0.00 | 0.00 | 0.00 | 0.00 | 87.42 |
| 5526 · Internet Connectivity (100 Mb) | 0.00 | 0.00 | 0.00 | 0.00 | 1,250.00 | 1,250.00 |
| 5532 · Postage | 87.76 | 0.00 | 0.00 | 0.00 | 0.00 | 87.76 |
| 5545 · Equipment/Computers | 1,664.44 | 0.00 | 0.00 | 0.00 | 0.00 | 1,664.44 |
| 5550 · Supplies | 647.14 | 0.00 | 0.00 | 0.00 | 0.00 | 647.14 |
| 5558 · Insurance- Health | 634.35 | 0.00 | 0.00 | 0.00 | 0.00 | 634.35 |
| 5565 · SWIMT Contract Wages | 0.00 | 34,747.45 | 0.00 | 0.00 | 0.00 | 34,747.45 |
| 5566 · SWIMT Contract Reimb Exp | 0.00 | 6,696.96 | 0.00 | 0.00 | 0.00 | 6,696.96 |
| 5570 · Car Allowance/Mileage | 300.00 | 0.00 | 0.00 | 0.00 | 0.00 | 300.00 |
| 5580 · Salary & Wages | | | | | | |
| 5585 · Payroll Tax Expense | 368.20 | 0.00 | 0.00 | 0.00 | 0.00 | 368.20 |
| 5580 · Salary & Wages - Other | 4,807.70 | 0.00 | 0.00 | 0.00 | 0.00 | 4,807.70 |
| Total 5580 · Salary & Wages | 5,175.90 | 0.00 | 0.00 | 0.00 | 0.00 | 5,175.90 |
| 5636 · Admin Project Expense | 0.00 | 0.00 | 0.00 | 3,131.89 | 0.00 | 3,131.89 |
| 5637 · SCAN GM | 0.00 | 0.00 | 0.00 | 0.00 | 1,617.64 | 1,617.64 |
| 5638 · Region 9 EDD | 0.00 | 0.00 | 0.00 | 2,628.04 | 0.00 | 2,628.04 |
| 5640 · Consulting | 0.00 | 0.00 | 1,155.00 | 0.00 | 0.00 | 1,155.00 |
| 5641 · Regional Project Mgmt | 0.00 | 0.00 | 0.00 | 2,500.00 | 0.00 | 2,500.00 |
| 5642 · Project Engineering & Mgmt | 0.00 | 0.00 | 0.00 | 882.36 | 0.00 | 882.36 |
| 5643 · Transit | 1,650.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,650.00 |
| 5645 · Project Construction | 0.00 | 0.00 | 0.00 | 234,205.50 | 0.00 | 234,205.50 |
| 5646 · Housing Matching Fund Expense | 3,763.11 | 0.00 | 0.00 | 0.00 | 0.00 | 3,763.11 |
| 5955 · In Kind Project expense- Constr | 0.00 | 0.00 | 0.00 | 78,068.50 | 0.00 | 78,068.50 |
| 5956 · In Kind project Exp.- Admin | 0.00 | 0.00 | 0.00 | 1,043.96 | 0.00 | 1,043.96 |
| Total Expense | 14,125.41 | 41,444.41 | 56,887.89 | 322,460.25 | 3,567.64 | 438,485.60 |
| Net Income | -1,422.65 | 12,433.35 | -1,204.00 | -7,137.33 | 5,149.30 | 7,818.67 |

Attachment: Dec 2013- Income Statement (1630 : December Financials)

11:24 AM

01/28/14

Accrual Basis

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

| | 100-General | 125-SWIMT | 200-All Hazards | 830-Telecom | 900-SCAN | TOTAL |
|--|--------------------|------------------|-----------------|--------------------|------------------|--------------------|
| ASSETS | | | | | | |
| Current Assets | | | | | | |
| Checking/Savings | | | | | | |
| 1001 · 1st Southwest Bank | -169,562.72 | 0.00 | 0.00 | 0.00 | 0.00 | -169,562.72 |
| 1010 · Petty Cash | 181.39 | 0.00 | 0.00 | 0.00 | 0.00 | 181.39 |
| Total Checking/Savings | -169,381.33 | 0.00 | 0.00 | 0.00 | 0.00 | -169,381.33 |
| Accounts Receivable | | | | | | |
| 1200 · Accounts Receivable | 21,419.70 | 53,877.76 | 0.00 | 235,595.81 | 1,510.11 | 312,403.38 |
| 1215 · Grants receivable | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Accounts Receivable | 21,419.70 | 53,877.76 | 0.00 | 235,595.81 | 1,510.11 | 312,403.38 |
| Other Current Assets | | | | | | |
| 1090 · Due To/ Due From | 205,623.89 | 0.00 | 1,368.95 | -202,414.84 | -4,578.00 | 0.00 |
| 1499 · Undeposited Funds | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 1550 · Prepaid expense | 300.00 | 0.00 | 0.00 | 0.00 | 0.00 | 300.00 |
| Total Other Current Assets | 205,923.89 | 0.00 | 1,368.95 | -202,414.84 | -4,578.00 | 300.00 |
| Total Current Assets | 57,962.26 | 53,877.76 | 1,368.95 | 33,180.97 | -3,067.89 | 143,322.05 |
| TOTAL ASSETS | 57,962.26 | 53,877.76 | 1,368.95 | 33,180.97 | -3,067.89 | 143,322.05 |
| LIABILITIES & EQUITY | | | | | | |
| Liabilities | | | | | | |
| Current Liabilities | | | | | | |
| Accounts Payable | | | | | | |
| 20000 · Accounts Payable | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 21000 · AP #2 | 0.00 | 41,444.41 | 0.00 | 0.00 | 0.00 | 41,444.41 |
| Total Accounts Payable | 0.00 | 41,444.41 | 0.00 | 0.00 | 0.00 | 41,444.41 |
| 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 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Other Current Liabilities | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Current Liabilities | 0.00 | 41,444.41 | 0.00 | 0.00 | 0.00 | 41,444.41 |
| Total Liabilities | 0.00 | 41,444.41 | 0.00 | 0.00 | 0.00 | 41,444.41 |
| Equity | | | | | | |
| 32000 · Retained Earnings | 29,401.71 | 0.00 | -2,443.10 | -4,131.07 | 11,126.25 | 33,953.79 |
| Net Income | 19,843.61 | 12,433.35 | 3,812.05 | 37,312.04 | -5,477.20 | 67,923.85 |
| Total Equity | 49,245.32 | 12,433.35 | 1,368.95 | 33,180.97 | 5,649.05 | 101,877.64 |
| TOTAL LIABILITIES & EQUITY | 49,245.32 | 53,877.76 | 1,368.95 | 33,180.97 | 5,649.05 | 143,322.05 |

Attachment: Dec 2013 - Balance Sheet (1630 : December Financials)

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

| 100-General | | | | |
|--|------------------|-------------------|-------------------|----------------|
| | Jan - Dec 13 | Budget | \$ Over Budget | % of Budget |
| Income | | | | |
| 4000 - Sales | 0.00 | | | |
| 4001 - Fiber Access (ramp) fee | 0.00 | | | |
| 4002 - Internet Usage | 0.00 | | | |
| 4003 - Internet Admin Fee | 0.00 | | | |
| 4004 - SWMT Rev | 0.00 | | | |
| 4005 - E-tics | 0.00 | | | |
| 4010 - Grant-DOLA Admin | 11,052.76 | 25,000.00 | -13,947.24 | 44.21% |
| 4020 - Grant DOLA-Construction | 0.00 | | | |
| 4040 - Grant-Transit | 3,278.41 | 11,000.00 | -7,721.59 | 29.8% |
| 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- Construc | 0.00 | | | |
| 4956 - In Kind Project Match- Admin | 0.00 | | | |
| Total Income | 80,331.17 | 102,000.00 | -21,668.83 | 78.76% |
| Cost of Goods Sold | | | | |
| 5000 - Cost of Goods Sold | 0.00 | | | |
| Total COGS | 0.00 | | | |
| Gross Profit | 80,331.17 | 102,000.00 | -21,668.83 | 78.76% |
| Expense | | | | |
| 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 - Fiber Leasing Expe. | 0.00 | | | |
| 5410 - Rent | 0.00 | 300.00 | -300.00 | 0.0% |
| 5510 - Travel Exp | 521.33 | 2,000.00 | -1,478.67 | 26.07% |
| 5512 - Meeting Exp | 85.07 | 2,000.00 | -1,914.93 | 4.25% |
| 5514 - Professional Fees. | 0.00 | | | |
| 5515 - Legal Fees | 1,249.35 | 3,000.00 | -1,750.65 | 41.65% |
| 5520 - Advertising | 76.75 | 300.00 | -223.25 | 25.58% |
| 5521 - Telephone/Website/Internet | 250.00 | 120.00 | 130.00 | 208.33% |
| 5523 - Payroll Processing Fees | 256.13 | | | |
| 5525 - Audit | 8,250.00 | 8,000.00 | 250.00 | 103.13% |
| 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 | 131.14 | 128.00 | 3.14 | 102.45% |
| 5535 - Printing/Reproduction | 0.00 | 400.00 | -400.00 | 0.0% |
| 5540 - Membership/Sub | 250.00 | 250.00 | 0.00 | 100.0% |
| 5545 - Equipment/Computers | 1,804.70 | | | |
| 5550 - Supplies | 1,279.67 | 300.00 | 979.67 | 426.56% |
| 5555 - Liability Insurance | 2,693.00 | 2,693.00 | 0.00 | 100.0% |
| 5558 - Insurance- Health | 634.35 | | | |
| 5565 - SWMT Contract Wages | 0.00 | | | |
| 5566 - SWMT Contract Reimb Exp | 0.00 | | | |
| 5570 - Car Allowance/Mileage | 600.00 | | | |
| 5580 - Salary & Wages | | | | |
| 5585 - Payroll Tax Expense | 615.32 | | | |
| 5580 - Salary & Wages - Other | 7,211.55 | | | |
| Total 5580 - Salary & Wages | 7,826.87 | | | |
| 5636 - Admin Project Expense | 0.00 | | | |
| 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 | 3,278.41 | 11,000.00 | -7,721.59 | 29.8% |
| 5644 - AmeriCorp Member | 0.00 | 1,500.00 | -1,500.00 | 0.0% |
| 5645 - Project Construction | 0.00 | | | |
| 5646 - Housing Matching Fund Expense | 31,300.79 | 38,000.00 | -6,699.21 | 82.37% |
| 5650 - Conference/Seminars/Training | 0.00 | | | |
| 5955 - In Kind Project expense- Constr | 0.00 | | | |
| 5956 - In Kind project Exp.- Admin | 0.00 | | | |
| Total Expense | 60,487.56 | 99,991.00 | -39,503.44 | 60.49% |
| Net Income | 19,843.61 | 2,009.00 | 17,834.61 | 987.74% |

Attachment: Budget to Actual Jan-Dec 2013 (1630 : December Financials)

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

| 125-SWIMT | | | | |
|--|------------------|------------------|----------------|-------------|
| | Jan - Dec 13 | Budget | \$ Over Budget | % of Budget |
| Income | | | | |
| 4000 - Sales | | 0.00 | | |
| 4001 - Fiber Access (ramp) fee | | 0.00 | | |
| 4002 - Internet Usage | | 0.00 | | |
| 4003 - Internet Admin Fee | | 0.00 | | |
| 4004 - SWIMT Rev | 53,877.76 | | | |
| 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 | | 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- Construc | | 0.00 | | |
| 4956 - In Kind Project Match- Admin | | 0.00 | | |
| Total Income | 53,877.76 | | | |
| Cost of Goods Sold | | | | |
| 5000 - Cost of Goods Sold | | 0.00 | | |
| Total COGS | | 0.00 | | |
| Gross Profit | 53,877.76 | | | |
| Expense | | | | |
| 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 - Fiber Leasing Expe. | | 0.00 | | |
| 5410 - Rent | | 0.00 | | |
| 5510 - Travel Exp | | 0.00 | | |
| 5512 - Meeting Exp | | 0.00 | | |
| 5514 - Professional Fees. | | 0.00 | | |
| 5515 - Legal Fees | | 0.00 | | |
| 5520 - Advertising | | 0.00 | | |
| 5521 - Telephone/Website/Internet | | 0.00 | | |
| 5523 - Payroll Processing Fees | | 0.00 | | |
| 5525 - Audit | | 0.00 | | |
| 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 | | |
| 5535 - Printing/Reproduction | | 0.00 | | |
| 5540 - Membership/Sub | | 0.00 | | |
| 5545 - Equipment/Computers | | 0.00 | | |
| 5550 - Supplies | | 0.00 | | |
| 5555 - Liability Insurance | | 0.00 | | |
| 5558 - Insurance- Health | | 0.00 | | |
| 5565 - SWIMT Contract Wages | 34,747.45 | | | |
| 5566 - SWIMT Contract Reimb Exp | 6,696.96 | | | |
| 5570 - Car Allowance/Mileage | | 0.00 | | |
| 5580 - Salary & Wages | | | | |
| 5585 - Payroll Tax Expense | | 0.00 | | |
| 5580 - Salary & Wages - Other | | 0.00 | | |
| Total 5580 - Salary & Wages | | 0.00 | | |
| 5636 - Admin Project Expense | | 0.00 | | |
| 5637 - SCAN GM | | 0.00 | | |
| 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 - Conference/Seminars/Training | | 0.00 | | |
| 5955 - In Kind Project expense- Constr | | 0.00 | | |
| 5956 - In Kind project Exp.- Admin | | 0.00 | | |
| Total Expense | | 41,444.41 | | |
| Net Income | | 12,433.35 | | |

Attachment: Budget to Actual Jan-Dec 2013 (1630 : December Financials)

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 |
| Income | | | | |
| 4000 - Sales | | 0.00 | | |
| 4001 - Fiber Access (ramp) fee | | 0.00 | | |
| 4002 - Internet Usage | | 0.00 | | |
| 4003 - Internet Admin Fee | | 0.00 | | |
| 4004 - SWIMT Rev | | 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 | 262,246.11 | 237,376.00 | 24,870.11 | 110.48% |
| 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- Construc | | 0.00 | | |
| 4956 - In Kind Project Match- Admin | | 0.00 | | |
| Total Income | 262,246.11 | 237,376.00 | 24,870.11 | 110.48% |
| Cost of Goods Sold | | | | |
| 5000 - Cost of Goods Sold | | 0.00 | | |
| Total COGS | | 0.00 | | |
| Gross Profit | 262,246.11 | 237,376.00 | 24,870.11 | 110.48% |
| Expense | | | | |
| 5009 - Bookkeeper | 0.00 | 5,000.00 | -5,000.00 | 0.0% |
| 5200 - All Hazard Project | 246,229.01 | 191,282.00 | 54,947.01 | 128.73% |
| 5401 - Software Maintenance (E-Tic) | 0.00 | | | |
| 5402 - Hardware Maint. (smart net) | 0.00 | | | |
| 5403 - Fiber Leasing Expe. | 0.00 | | | |
| 5410 - Rent | 0.00 | | | |
| 5510 - Travel Exp | 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 | 55.88% |
| 5521 - Telephone/Website/Internet | 0.00 | | | |
| 5523 - Payroll Processing Fees | 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 | | | |
| 5545 - Equipment/Computers | 0.00 | | | |
| 5550 - Supplies | 0.00 | | | |
| 5555 - Liability Insurance | 0.00 | | | |
| 5558 - Insurance- Health | 0.00 | | | |
| 5565 - SWIMT Contract Wages | 0.00 | | | |
| 5566 - SWIMT Contract Reimb Exp | 0.00 | | | |
| 5570 - Car Allowance/Mileage | 0.00 | | | |
| 5580 - Salary & Wages | | | | |
| 5585 - Payroll Tax Expense | 0.00 | | | |
| 5580 - Salary & Wages - Other | | 0.00 | | |
| Total 5580 - Salary & Wages | | 0.00 | | |
| 5636 - Admin Project Expense | 0.00 | | | |
| 5637 - SCAN GM | 0.00 | | | |
| 5638 - Region 9 EDD | 0.00 | | | |
| 5639 - Infor Services-Project Mgmt | 0.00 | | | |
| 5640 - Consulting | 11,646.25 | 27,435.00 | -15,788.75 | 42.45% |
| 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 - Conference/Seminars/Training | 0.00 | 571.00 | -571.00 | 0.0% |
| 5955 - In Kind Project expense- Constr | 0.00 | | | |
| 5956 - In Kind project Exp.- Admin | 0.00 | | | |
| Total Expense | 258,434.06 | 237,376.00 | 21,058.06 | 108.87% |
| Net Income | 3,812.05 | 0.00 | 3,812.05 | 100.0% |

Attachment: Budget to Actual Jan-Dec 2013 (1630 : December Financials)

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

| 830-Telecom | | | | |
|--|---------------------|---------------------|--------------------|----------------|
| | Jan - Dec 13 | Budget | \$ Over Budget | % of Budget |
| Income | | | | |
| 4000 - Sales | 0.00 | | | |
| 4001 - Fiber Access (ramp) fee | 0.00 | | | |
| 4002 - Internet Usage | 0.00 | | | |
| 4003 - Internet Admin Fee | 0.00 | | | |
| 4004 - SWMT Rev | 0.00 | | | |
| 4005 - E-tics | 0.00 | | | |
| 4010 - Grant-DOLA Admin | 32,998.31 | 29,314.00 | 3,684.31 | 112.57% |
| 4020 - Grant DOLA-Construction | 1,123,619.67 | 1,260,840.00 | -137,220.33 | 89.12% |
| 4040 - Grant-Transit | 0.00 | | | |
| 4041 - All Hazards Grant | 0.00 | | | |
| 4950 - Match-GOV Admin | 61,730.02 | 57,579.00 | 4,151.02 | 107.21% |
| 4951 - Match-GOV Construction | 6,972.47 | 30,000.00 | -23,027.53 | 23.24% |
| 4952 - Region 9-Matching Funds | 19,655.02 | 21,465.00 | -1,809.98 | 91.57% |
| 4953 - Housing Matching Funds | 0.00 | 0.00 | 0.00 | 0.0% |
| 4955 - In Kind Project Match- Construc | 364,864.13 | 374,203.00 | -9,338.87 | 97.5% |
| 4956 - In Kind Project Match- Admin | 1,043.96 | 20,000.00 | -18,956.04 | 5.22% |
| Total Income | 1,610,883.58 | 1,793,401.00 | -182,517.42 | 89.82% |
| Cost of Goods Sold | | | | |
| 5000 - Cost of Goods Sold | 0.00 | | | |
| Total COGS | 0.00 | | | |
| Gross Profit | 1,610,883.58 | 1,793,401.00 | -182,517.42 | 89.82% |
| Expense | | | | |
| 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 - Fiber Leasing Expe. | 0.00 | | | |
| 5410 - Rent | 0.00 | | | |
| 5510 - Travel Exp | 109.40 | 2,005.00 | -1,895.60 | 5.46% |
| 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 - Telephone/Website/Internet | 0.00 | 810.00 | -810.00 | 0.0% |
| 5523 - Payroll Processing Fees | 0.00 | | | |
| 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 | | | |
| 5545 - Equipment/Computers | 0.00 | | | |
| 5550 - Supplies | 0.00 | | | |
| 5555 - Liability Insurance | 0.00 | | | |
| 5558 - Insurance- Health | 0.00 | | | |
| 5565 - SWMT Contract Wages | 0.00 | | | |
| 5566 - SWMT Contract Reimb Exp | 0.00 | | | |
| 5570 - Car Allowance/Mileage | 0.00 | | | |
| 5580 - Salary & Wages | | | | |
| 5585 - Payroll Tax Expense | 0.00 | | | |
| 5580 - Salary & Wages - Other | 0.00 | | | |
| Total 5580 - Salary & Wages | 0.00 | | | |
| 5636 - Admin Project Expense | 3,131.89 | | | |
| 5637 - SCAN GM | 0.00 | | | |
| 5638 - Region 9 EDD | 39,309.98 | 30,861.00 | 8,448.98 | 127.38% |
| 5639 - Infor Services-Project Mgmt | 0.00 | 1,280.00 | -1,280.00 | 0.0% |
| 5640 - Consulting | 6,786.50 | 175.00 | 6,611.50 | 3,878.0% |
| 5641 - Regional Project Mgmt | 35,436.59 | 22,233.00 | 13,203.59 | 159.39% |
| 5642 - Project Engineering & Mgmt | 28,296.62 | 85,039.00 | -56,742.38 | 33.28% |
| 5643 - Transit | 0.00 | | | |
| 5644 - AmeriCorp Member | 0.00 | | | |
| 5645 - Project Construction | 1,094,592.47 | 1,260,840.00 | -166,247.53 | 86.82% |
| 5646 - Housing Matching Fund Expense | 0.00 | 0.00 | 0.00 | 0.0% |
| 5650 - Conference/Seminars/Training | 0.00 | | | |
| 5955 - In Kind Project expense- Constr | 364,864.13 | 374,203.00 | -9,338.87 | 97.5% |
| 5956 - In Kind project Exp.- Admin | 1,043.96 | | | |
| Total Expense | 1,573,571.54 | 1,783,574.00 | -210,002.46 | 88.23% |
| Net Income | 37,312.04 | 9,827.00 | 27,485.04 | 379.69% |

Attachment: Budget to Actual Jan-Dec 2013 (1630 : December Financials)

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

| 900-SCAN | | | | |
|--|------------------|-------------------|--------------------|----------------|
| | Jan - Dec 13 | Budget | \$ Over Budget | % of Budget |
| Income | | | | |
| 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% |
| 4004 - SWMT Rev | 0.00 | | | |
| 4005 - E-tics | 8,400.00 | 8,400.00 | 0.00 | 100.0% |
| 4010 - Grant-DOLA Admin | 8,716.94 | 25,000.00 | -16,283.06 | 34.87% |
| 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- Construc | 0.00 | | | |
| 4956 - In Kind Project Match- Admin | 0.00 | | | |
| Total Income | 27,136.94 | 136,556.00 | -109,419.06 | 19.87% |
| Cost of Goods Sold | | | | |
| 5000 - Cost of Goods Sold | 333.75 | 6,041.00 | -5,707.25 | 5.53% |
| Total COGS | 333.75 | 6,041.00 | -5,707.25 | 5.53% |
| Gross Profit | 26,803.19 | 130,515.00 | -103,711.81 | 20.54% |
| Expense | | | | |
| 5009 - Bookkeeper | 0.00 | | | |
| 5200 - All Hazard Project | 0.00 | | | |
| 5401 - Software Maintenance (E-Tic) | 8,400.00 | 8,400.00 | 0.00 | 100.0% |
| 5402 - Hardware Maint. (smart net) | 0.00 | 36,200.00 | -36,200.00 | 0.0% |
| 5403 - Fiber Leasing Expe. | 7,515.00 | | | |
| 5410 - Rent | 0.00 | | | |
| 5510 - Travel Exp | 0.00 | | | |
| 5512 - Meeting Exp | 0.00 | | | |
| 5514 - Professional Fees. | 0.00 | | | |
| 5515 - Legal Fees | 0.00 | | | |
| 5520 - Advertising | 0.00 | | | |
| 5521 - Telephone/Website/Internet | 0.00 | | | |
| 5523 - Payroll Processing Fees | 0.00 | | | |
| 5525 - Audit | 0.00 | | | |
| 5526 - Internet Connectivity (100 Mb) | 3,416.65 | 15,000.00 | -11,583.35 | 22.78% |
| 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 | | | |
| 5545 - Equipment/Computers | 0.00 | | | |
| 5550 - Supplies | 0.00 | | | |
| 5555 - Liability Insurance | 0.00 | | | |
| 5558 - Insurance- Health | 0.00 | | | |
| 5565 - SWMT Contract Wages | 0.00 | | | |
| 5566 - SWMT Contract Reimb Exp | 0.00 | | | |
| 5570 - Car Allowance/Mileage | 0.00 | | | |
| 5580 - Salary & Wages | | | | |
| 5585 - Payroll Tax Expense | 0.00 | | | |
| 5580 - Salary & Wages - Other | 0.00 | | | |
| Total 5580 - Salary & Wages | 0.00 | | | |
| 5636 - Admin Project Expense | 0.00 | | | |
| 5637 - SCAN GM | 12,948.74 | 25,000.00 | -12,051.26 | 51.8% |
| 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 - Conference/Seminars/Training | 0.00 | | | |
| 5955 - In Kind Project expense- Constr | 0.00 | | | |
| 5956 - In Kind project Exp.- Admin | 0.00 | | | |
| Total Expense | 32,280.39 | 122,850.00 | -90,569.61 | 26.28% |
| Net Income | -5,477.20 | 7,665.00 | -13,142.20 | -71.46% |

Attachment: Budget to Actual Jan-Dec 2013 (1630 : December Financials)

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

Attachment: Budget to Actual Jan-Dec 2013 (1630 : December Financials)

| | TOTAL | | | |
|--|---------------------|---------------------|--------------------|----------------|
| | Jan - Dec 13 | Budget | \$ Over Budget | % of Budget |
| Income | | | | |
| 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% |
| 4004 - SWIMT Rev | 53,877.76 | 0.00 | 53,877.76 | 100.0% |
| 4005 - E-tics | 8,400.00 | 8,400.00 | 0.00 | 100.0% |
| 4010 - Grant-DOLA Admin | 52,768.01 | 79,314.00 | -26,545.99 | 66.53% |
| 4020 - Grant DOLA-Construction | 1,123,619.67 | 1,260,840.00 | -137,220.33 | 89.12% |
| 4040 - Grant-Transit | 3,278.41 | 11,000.00 | -7,721.59 | 29.8% |
| 4041 - All Hazards Grant | 262,246.11 | 237,376.00 | 24,870.11 | 110.48% |
| 4950 - Match-GOV Admin | 89,730.02 | 85,579.00 | 4,151.02 | 104.85% |
| 4951 - Match-GOV Construction | 6,972.47 | 30,000.00 | -23,027.53 | 23.24% |
| 4952 - Region 9-Matching Funds | 19,655.02 | 21,465.00 | -1,809.98 | 91.57% |
| 4953 - Housing Matching Funds | 38,000.00 | 38,000.00 | 0.00 | 100.0% |
| 4955 - In Kind Project Match- Construc | 364,864.13 | 374,203.00 | -9,338.87 | 97.5% |
| 4956 - In Kind Project Match- Admin | 1,043.96 | 20,000.00 | -18,956.04 | 5.22% |
| Total Income | 2,034,475.56 | 2,269,333.00 | -234,857.44 | 89.65% |
| Cost of Goods Sold | | | | |
| 5000 - Cost of Goods Sold | 333.75 | 6,041.00 | -5,707.25 | 5.53% |
| Total COGS | 333.75 | 6,041.00 | -5,707.25 | 5.53% |
| Gross Profit | 2,034,141.81 | 2,263,292.00 | -229,150.19 | 89.88% |
| Expense | | | | |
| 5009 - Bookkeeper | 0.00 | 20,000.00 | -20,000.00 | 0.0% |
| 5200 - All Hazard Project | 246,229.01 | 191,282.00 | 54,947.01 | 128.73% |
| 5401 - Software Maintenance (E-Tic) | 8,400.00 | 8,400.00 | 0.00 | 100.0% |
| 5402 - Hardware Maint. (smart net) | 0.00 | 36,200.00 | -36,200.00 | 0.0% |
| 5403 - Fiber Leasing Expe. | 7,515.00 | 0.00 | 7,515.00 | 100.0% |
| 5410 - Rent | 0.00 | 300.00 | -300.00 | 0.0% |
| 5510 - Travel Exp | 630.73 | 5,005.00 | -4,374.27 | 12.6% |
| 5512 - Meeting Exp | 85.07 | 2,548.00 | -2,462.93 | 3.34% |
| 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 | 17.36% |
| 5520 - Advertising | 635.55 | 1,516.00 | -880.45 | 41.92% |
| 5521 - Telephone/Website/Internet | 250.00 | 930.00 | -680.00 | 26.88% |
| 5523 - Payroll Processing Fees | 256.13 | 0.00 | 256.13 | 100.0% |
| 5525 - Audit | 8,250.00 | 10,388.00 | -2,138.00 | 79.42% |
| 5526 - Internet Connectivity (100 Mb) | 3,416.65 | 15,000.00 | -11,583.35 | 22.78% |
| 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 | 131.14 | 263.00 | -131.86 | 49.86% |
| 5535 - Printing/Reproduction | 0.00 | 607.00 | -607.00 | 0.0% |
| 5540 - Membership/Sub | 250.00 | 250.00 | 0.00 | 100.0% |
| 5545 - Equipment/Computers | 1,804.70 | 0.00 | 1,804.70 | 100.0% |
| 5550 - Supplies | 1,279.67 | 300.00 | 979.67 | 426.56% |
| 5555 - Liability Insurance | 2,693.00 | 2,693.00 | 0.00 | 100.0% |
| 5558 - Insurance- Health | 634.35 | 0.00 | 634.35 | 100.0% |
| 5565 - SWIMT Contract Wages | 34,747.45 | 0.00 | 34,747.45 | 100.0% |
| 5566 - SWIMT Contract Reimb Exp | 6,696.96 | 0.00 | 6,696.96 | 100.0% |
| 5570 - Car Allowance/Mileage | 600.00 | 0.00 | 600.00 | 100.0% |
| 5580 - Salary & Wages | | | | |
| 5585 - Payroll Tax Expense | 615.32 | 0.00 | 615.32 | 100.0% |
| 5580 - Salary & Wages - Other | 7,211.55 | 0.00 | 7,211.55 | 100.0% |
| Total 5580 - Salary & Wages | 7,826.87 | 0.00 | 7,826.87 | 100.0% |
| 5636 - Admin Project Expense | 3,131.89 | 0.00 | 3,131.89 | 100.0% |
| 5637 - SCAN GM | 12,948.74 | 25,000.00 | -12,051.26 | 51.8% |
| 5638 - Region 9 EDD | 39,309.98 | 30,861.00 | 8,448.98 | 127.38% |
| 5639 - Infor Services-Project Mgmt | 0.00 | 1,280.00 | -1,280.00 | 0.0% |
| 5640 - Consulting | 18,432.75 | 42,610.00 | -24,177.25 | 43.26% |
| 5641 - Regional Project Mgmt | 35,436.59 | 22,233.00 | 13,203.59 | 159.39% |
| 5642 - Project Engineering & Mgmt | 28,296.62 | 85,039.00 | -56,742.38 | 33.28% |
| 5643 - Transit | 3,278.41 | 11,000.00 | -7,721.59 | 29.8% |
| 5644 - AmeriCorp Member | 0.00 | 1,500.00 | -1,500.00 | 0.0% |
| 5645 - Project Construction | 1,094,592.47 | 1,260,840.00 | -166,247.53 | 86.82% |
| 5646 - Housing Matching Fund Expense | 31,300.79 | 38,000.00 | -6,699.21 | 82.37% |
| 5650 - Conference/Seminars/Training | 0.00 | 571.00 | -571.00 | 0.0% |
| 5955 - In Kind Project expense- Constr | 364,864.13 | 374,203.00 | -9,338.87 | 97.5% |
| 5956 - In Kind project Exp.- Admin | 1,043.96 | 0.00 | 1,043.96 | 100.0% |
| Total Expense | 1,966,217.96 | 2,243,791.00 | -277,573.04 | 87.63% |
| Net Income | 67,923.85 | 19,501.00 | 48,422.85 | 348.31% |

ITEM NO. (ID # 1629)

DATE: 02/7/2014

AGENDA REQUEST

*

MEETING GROUP: Southwest Colorado Council of Governments

STAFF RESOURCE: Miriam Gillow-Wiles, Director

REQUESTING DEPT: Southwest Colorado Council of
Governments

TYPE: SWCCOG Item

SUBJECT: Board of Directors Worker's Comp Coverage

BACKGROUND:

FISCAL IMPACT:

RECOMMENDED ACTION:

ITEM NO. (ID # 1636)

DATE: 02/7/2014

AGENDA REQUEST

*

MEETING GROUP: Southwest Colorado Council of Governments

STAFF RESOURCE: Miriam Gillow-Wiles, Director

REQUESTING DEPT: Southwest Colorado Council of
Governments

TYPE: SWCCOG Item

SUBJECT: IGA DOLA Language

BACKGROUND:

FISCAL IMPACT:

RECOMMENDED ACTION:

ATTACHMENTS:

- DOLA IGA Language Update (DOCX)

DOLA language in the IGA Update

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 14 January 2014

Comments: I spoke with Jarrod Biggs at DOLA regarding the language changes request from August 2013. Here are the highlights of our conversation:

- Without the IGA language change, the SWCCOG does not appear on the DOLA website as a local government.
- We still qualify for DOLA grants.
- We only need to change this language if we want to be recognized as our own governmental entity by DOLA.
- Often IGAs of other COGs have language to spell out a way of winding down the organization if it ceases to be an organization.
- The SWCCOG can take on the role of a local government if we change the IGA.

Realistically, after chatting with Jarrod for quite some time we came to the conclusion with the potential of this changing our membership it would be better to wait to do this until we are a stable organization. Bottom line is we do not have to change our IGA at this time if the Board chooses not to. We can change it at a later date when we see fit to do so.

ITEM NO. (ID # 1627)

DATE: 02/7/2014

AGENDA REQUEST

*

MEETING GROUP: Southwest Colorado Council of Governments

STAFF RESOURCE: Miriam Gillow-Wiles, Director

REQUESTING DEPT: Southwest Colorado Council of
Governments

TYPE: SWCCOG Item

SUBJECT: ICMA Resolution

BACKGROUND:

FISCAL IMPACT:

RECOMMENDED ACTION:

Adopt Resolution 2014-02, naming ICMA Retirement Corporation as the deferred compensation plan for the SWCCOG.

ATTACHMENTS:

- Resolution 2014-02 - ICMA (DOC)
- Appendix A (PDF)
- Appendix B (PDF)



RESOLUTION #2014-02

Resolution Selecting ICMA-RC 457 Deferred Compensation Plan

WHEREAS, the Southwest Colorado Council of Governments (SWCCOG) has employees rendering valuable services; and,

WHEREAS, the establishment of a deferred compensation plan for such employees serves the interest of the SWCCOG by enabling the SWCCOG to provide reasonable retirement security for the employees, by providing flexibility in its personnel management and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the SWCCOG has determined that the establishment of a deferred compensation plan to be administered by the ICMA Retirement Corporation (ICMA-RC) serves the above objectives; and

WHEREAS, the SWCCOG desires that the deferred compensation plan be administered by ICMA-RC, and that some of all of the funds held under such plan be invested in VantageTrust Company, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans;

THEREFORE, BE IT RESOLVED, that the Board of Directors of the SWCCOG adopts the deferred compensation plan referred to as Appendix A

BE IT FURTHER RESOLVED, that the Board of Directors of the SWCCOG executes the Declaration of the Trust of the VantageTrust Company, attached as Appendix B, intending this execution to be operative with respect to any retirement or deferred compensation plan established by the SWCCOG, if the assets of the plan are to be invested in the VantageTrust Company.

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the SWCCOG serving as a trustee, for the exclusive benefit of the Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose.

BE IT FURTHER RESOLVED that the SWCCOG hereby agree to serve as trustee under the Plan.

BE IT FURTHER RESOLVED the Executive Director shall be the coordinator for this program, shall receive necessary reports, notices, etc. from the ICMA-RC or the VantageTrust Company; shall cast, on behalf of the SWCCOG, any required votes under the VantageTrust Company; administrative duties to

carry out the plan may be assigned to the appropriate departments, and is authorized to execute all necessary agreements with ICMA-RC incidental to the administration of the Plan.

Approved this **07 day of February 2014** by the Board of Directors of the Southwest Colorado Council of Governments.

Michael Whiting, Chair

Andrea Phillips, Secretary/Treasurer

457 Governmental Deferred Compensation Plan & Trust



Attachment: Appendix A (1627 : ICMA Resolution)

DEFERRED COMPENSATION PLAN AND TRUST

As Amended and Restated Effective January 1, 2006

Article I. Purpose

The Employer hereby establishes and maintains the Employer's Deferred Compensation Plan and Trust, hereafter referred to as the "Plan." The Plan consists of the provisions set forth in this document.

The primary purpose of this Plan is to provide retirement income and other deferred benefits to the Employees of the Employer and the Employees' Beneficiaries in accordance with the provisions of Section 457 of the Internal Revenue Code of 1986, as amended (the "Code").

This Plan shall be an agreement solely between the Employer and participating Employees. The Plan and Trust forming a part hereof are established and shall be maintained for the exclusive benefit of Participants and their Beneficiaries. No part of the corpus or income of the Trust shall revert to the Employer or be used for or diverted to purposes other than the exclusive benefit of Participants and their Beneficiaries.

Article II. Definitions

- 2.01 Account.** The bookkeeping account maintained for each Participant reflecting the cumulative amount of the Participant's Deferred Compensation, including any income, gains, losses, or increases or decreases in market value attributable to the Employer's investment of the Participant's Deferred Compensation, and further reflecting any distributions to the Participant or the Participant's Beneficiary and any fees or expenses charged against such Participant's Deferred Compensation.
- 2.02 Accounting Date.** Each business day that the New York Stock Exchange is open for trading, as provided in Section 6.06 for valuing the Trust's assets.
- 2.03 Administrator.** The person or persons named in writing to carry out certain nondiscretionary administrative functions under the Plan, as hereinafter described. The Employer may remove any person as Administrator upon 75 days' advance notice in writing to such person, in which case the Employer shall name another person or persons to act as Administrator. The Administrator may resign upon 75 days' advance notice in writing to the Employer, in which case the Employer shall name another person or persons to act as Administrator.
- 2.04 Automatic Distribution Date.** April 1 of the calendar year after the Plan Year the Participant attains age 70½ or, if later, has a Severance Event.
- 2.05 Beneficiary.** The person or persons designated by the Participant in his or her Joinder Agreement who shall receive any benefits payable hereunder in the event of the Participant's death. In the event that the Participant names two or more Beneficiaries, each Beneficiary shall be entitled to equal shares of the benefits payable at the Participant's death, unless otherwise provided in the Participant's Joinder Agreement. If no beneficiary is designated in the Joinder Agreement, if the Designated Beneficiary predeceases the Participant, or if the designated Beneficiary does not survive the Participant for a period of fifteen (15) days, then the estate of the Participant shall be the Beneficiary. If a married Participant resides in a community or marital property state, the Participant shall be responsible for obtaining appropriate consent of his or her spouse in the event the Participant designates someone other than his or her spouse as Beneficiary. The preceding sentence shall not apply with respect to a Deemed IRA under Article IX.
- 2.06 Deemed IRA.** A separate account or annuity established under the Plan that complies with the requirements of Section 408(q) of the Code, the Income Tax Regulations thereunder, and any other IRS guidance.

- 2.07 Deferred Compensation.** The amount of Includible Compensation otherwise payable to the Participant which the Participant and the Employer mutually agree to defer hereunder, any amount credited to a Participant's Account by reason of a transfer under Section 6.09 or 6.10, a rollover under Section 6.11, or any other amount which the Employer agrees to credit to a Participant's Account.
- 2.08 Dollar Limitation.** The applicable dollar amount within the meaning of Section 457(b)(2)(A) of the Code, as adjusted for the cost-of-living in accordance with Section 457(e)(15) of the Code.
- 2.09 Employee.** Any individual who provides services for the Employer, whether as an employee of the Employer or as an independent contractor, and who has been designated by the Employer as eligible to participate in the Plan.
- 2.10 Employer.** _____, which is a political subdivision, agency or instrumentality of the [State/Commonwealth] of _____, described in Section 457(e)(1)(A) of the Code.
- 2.11 457 Catch-Up Dollar Limitation.** Twice the Dollar Limitation.
- 2.12 Includible Compensation.** Includible Compensation of a Participant means "compensation," as defined in Section 415(c)(3) of the Code, for services performed for the Employer. Includible Compensation shall be determined without regard to any community property laws. For purposes of a Participant's Joinder Agreement only and not for purposes of the limitations in Article V, Includible Compensation shall include pre-tax contributions (excluding direct employer contributions) to an integral part trust of the employer providing retiree health care benefits.
- 2.13 Joinder Agreement.** An agreement entered into between an Employee and the Employer, including any amendments or modifications thereof. Such agreement shall fix the amount of Deferred Compensation, specify a preference among the investment alternatives designated by the Employer, designate the Employee's Beneficiary or Beneficiaries, and incorporate the terms, conditions, and provisions of the Plan by reference.
- 2.14 Normal Limitation.** The maximum amount of Deferred Compensation for any Participant for any taxable year (other than amounts referred to in Sections 6.09, 6.10, and 6.11).
- 2.15 Normal Retirement Age.** Age 70½, unless the Participant has elected an alternate Normal Retirement Age by written instrument delivered to the Administrator prior to a Severance Event. A Participant's Normal Retirement Age determines the period during which a Participant may utilize the 457 Catch-Up Dollar Limitation of Section 5.02(b) hereunder. Once a Participant has to any extent utilized the catch-up limitation of Section 5.02(b), his Normal Retirement Age may not be changed.

A Participant's alternate Normal Retirement Age may not be earlier than the earliest date that the Participant will become eligible to retire and receive immediate, unreduced retirement benefits under the Employer's basic defined benefit retirement plan covering the Participant (or a money purchase pension plan in which the Participant also participates if the Participant is not eligible to participate in a defined benefit plan), and may not be later than the date the Participant will attain age 70½. If the Participant will not become eligible to receive benefits under a basic defined benefit retirement plan (or money purchase pension plan, if applicable) maintained by the Employer, the Participant's alternate Normal Retirement Age may not be earlier than 65 and may not be later than age 70½. In no event may a Participant's normal retirement age be different than the normal retirement age under the Employer's other 457(b) plans, if any.

In the event the Plan has Participants that include qualified police or firefighters (as defined under Section 415(b)(2)(H)(ii)(I) of the Code), a normal retirement age may be designated for such qualified police or firefighters that is not earlier than age 40 or later than age 70½. Alternatively, qualified police or firefighters may be permitted to designate a normal retirement age that is between age 40 and age 70½.

- 2.16 Participant.** Any Employee who has joined the Plan pursuant to the requirements of Article IV. For purposes of section 6.11 of the Plan, the term Participant includes an employee or former Employee of the Employer who has not yet received all of the payments of benefits to which he/she is entitled under the Plan.
- 2.17 Percentage Limitation.** 100 percent of the participant's Includible Compensation available to be contributed as Deferred Compensation for the taxable year.
- 2.18 Plan Year.** The calendar year.
- 2.19 Retirement.** The first date upon which both of the following shall have occurred with respect to a participant: Severance Event and attainment of age 65.
- 2.20 Severance Event.** A severance of the Participant's employment with the Employer within the meaning of Section 457(d)(1)(A)(ii) of the Code.

In general, a Participant shall be deemed to have experienced a Severance Event for purposes of this Plan when, in accordance with the established practices of the Employer, the employment relationship is considered to have actually terminated. In the case of a Participant who is an independent contractor of the Employer, a Severance Event shall be deemed to have occurred when the Participant's contract under which services are performed has completely expired and terminated, there is no foreseeable possibility that the Employer will renew the contract or enter into a new contract for the Participant's services, and it is not anticipated that the Participant will become an Employee of the Employer, or such other events as may be permitted under the Code.

- 2.21 Trust.** The Trust created under Article VI of the Plan which shall consist of all compensation deferred under the Plan, plus any income and gains thereon, less any losses, expenses and distributions to Participants and Beneficiaries.

Article III. Administration

- 3.01 Duties of the Employer.** The Employer shall have the authority to make all discretionary decisions affecting the rights or benefits of Participants which may be required in the administration of this Plan. The Employer's decisions shall be afforded the maximum deference permitted by applicable law.
- 3.02 Duties of Administrator.** The Administrator, as agent for the Employer, shall perform nondiscretionary administrative functions in connection with the Plan, including the maintenance of Participants' Accounts, the provision of periodic reports of the status of each Account, and the disbursement of benefits on behalf of the Employer in accordance with the provisions of this Plan.

Article IV. Participation in the Plan

- 4.01 Initial Participation.** An Employee may become a Participant by entering into a Joinder Agreement prior to the beginning of the calendar month in which the Joinder Agreement is to become effective to defer compensation not yet earned, or such other date as may be permitted under the Code. A new employee may defer compensation in the calendar month during which he or she first becomes an employee if a Joinder Agreement is entered into on or before the first day on which the employee performs services for the Employer.
- 4.02 Amendment of Joinder Agreement.** A Participant may amend an executed Joinder Agreement to change the amount of Includible Compensation not yet earned which is to be deferred (including the reduction of such future deferrals to zero). Such amendment shall become effective as of the beginning of the calendar month commencing after the date the amendment is executed, or such other date as may be permitted under the Code. A Participant may at any time amend his or her Joinder Agreement to change the designated Beneficiary, and such amendment shall become effective immediately.

Article V. Limitations on Deferrals

5.01 Normal Limitation. Except as provided in Section 5.02, the maximum amount of Deferred Compensation for any Participant for any taxable year, shall not exceed the lesser of the Dollar Limitation or the Percentage Limitation.

5.02 Catch-Up Limitations.

- (a) *Catch-up Contributions for Participants Age 50 and Over:* A Participant who has attained the age of 50 before the close of the Plan Year, and with respect to whom no other elective deferrals may be made to the Plan for the Plan Year by reason of the Normal Limitation of Section 5.01, may enter into a Joinder Agreement to make elective deferrals in addition to those permitted by the Normal Limitation in an amount not to exceed the lesser of:
- (1) The applicable dollar amount as defined in Section 414(v)(2)(B) of the Code, as adjusted for the cost-of-living in accordance with Section 414(v)(2)(C) of the Code; or
 - (2) The excess (if any) of
 - (i) The Participant's Includible Compensation for the year, or
 - (ii) Any other elective deferrals of the Participant for such year which are made without regard to this Section 5.02(a).

An additional contribution made pursuant to this Section 5.02(a) shall not, with respect to the year in which the contribution is made, be subject to any otherwise applicable limitation contained in Section 5.01 above, or be taken into account in applying such limitation to other contributions or benefits under the Plan or any other plan. This Section 5.02(a) shall not apply in any year to which a higher limit under Section 5.02(b) applies.

- (b) *Last Three Years Catch-up Contribution:* For each of the last three (3) taxable years for a Participant ending before his or her attainment of Normal Retirement Age, the maximum amount of Deferred Compensation shall be the lesser of:
- (1) The 457 Catch-Up Dollar Limitation, or
 - (2) The sum of
 - (i) The Normal Limitation for the taxable year, and
 - (ii) The Normal Limitation for each prior taxable year of the Participant commencing after 1978 less the amount of the Participant's Deferred Compensation for such prior taxable years. A prior taxable year shall be taken into account under the preceding sentence only if (x) the Participant was eligible to participate in the Plan for such year, and (y) compensation (if any) deferred under the Plan (or such other plan) was subject to the Normal Limitation.

5.03 Sick, Vacation and Back Pay. If the Employer so elects, a Participant may defer all or a portion of the value of the Participant's accumulated sick pay, accumulated vacation pay and/or back pay, provided that such deferral does not cause total deferrals on behalf of the Participant to exceed the Dollar Limitation or Percentage Limitation (including any Catch-up Dollar Limitation) for the year of deferral. The election to defer such sick, vacation and/or back pay must be made in a manner and at a time permitted under Section 1.457-4(d) of the Income Tax Regulations.

For Plan Years beginning before January 1, 2009, pursuant to proposed IRS regulations issued under Section 415 of the Code, the Plan may permit deferrals from compensation, including sick, vacation and back pay, so long as the amounts are paid within 2½ months following severance from employment and the other requirements of Sections

457(b) and 415 of the Code are met. For Plan Years beginning on or after January 1, 2009, pursuant to final IRS regulations issued under Section 415 of the Code, the Plan may permit deferrals from compensation, including sick, vacation and back pay, so long as the amounts are paid by the later of: (i) 2½ months following severance from employment, and (ii) the end of the calendar year that includes the date of such severance from employment, and the other requirements of Sections 457(b) and 415 of the Code are met. Additionally, the agreement to defer such amounts must be entered into prior to the first day of the month in which the amounts otherwise would be paid or made available.

- 5.04 Other Plans.** Notwithstanding any provision of the Plan to the contrary, the amount excludible from a Participant's gross income under this Plan or any other eligible deferred compensation plan under Section 457(b) of the Code shall not exceed the limits set forth in Sections 457(b) and 414(v) of the Code.
- 5.05 Excess Deferrals.** Any amount that exceeds the maximum Dollar Limitation or Percentage Limitation (including any applicable Catch-Up Dollar Limitation) for a taxable year, shall constitute an excess deferral for that taxable year. Any excess deferral shall be distributed in accordance with the requirements for excess deferrals under the Code and Section 1.457-4(e) of the Income Tax Regulations or other applicable Internal Revenue Service guidance.
- 5.06 Protection of Person Who Serves in a Uniformed Service.** An Employee whose employment is interrupted by qualified military service under Section 414(u) of the Code or who is on leave of absence for qualified military service under Section 414(u) of the Code may elect to contribute additional Deferred Compensation upon resumption of employment with the Employer equal to the maximum Deferred Compensation that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Includible Compensation) without the interruption or leave, reduced by Deferred Compensation, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

Article VI. Trust and Investment of Accounts

- 6.01 Investment of Deferred Compensation.** A Trust is hereby created to hold all the assets of the Plan (except Deemed IRA contributions and earnings thereon held pursuant to Article IX) for the exclusive benefit of Participants and Beneficiaries, except that expenses and taxes may be paid from the Trust as provided in Section 6.03. The trustee shall be the Employer or such other person that agrees to act in that capacity hereunder.
- 6.02 Investment Powers.** The trustee or the Administrator, acting as agent for the trustee, shall have the powers listed in this Section with respect to investment of Trust assets, except to the extent that the investment of Trust assets is directed by Participants, pursuant to Section 6.05 or to the extent that such powers are restricted by applicable law.
- (a) To invest and reinvest the Trust without distinction between principal and income in common or preferred stocks, shares of regulated investment companies and other mutual funds, bonds, loans, notes, debentures, certificates of deposit, contracts with insurance companies including but not limited to insurance, individual or group annuity, deposit administration, guaranteed interest contracts, and deposits at reasonable rates of interest at banking institutions including but not limited to savings accounts and certificates of deposit. Assets of the Trust may be invested in securities that involve a higher degree of risk than investments that have demonstrated their investment performance over an extended period of time.
 - (b) To invest and reinvest all or any part of the assets of the Trust in any common, collective or commingled trust fund that is maintained by a bank or other institution and that is available to Employee plans described under Sections 457 or 401 of the Code, or any successor provisions thereto, and during the period of time that an investment through any such medium shall exist, to the extent of participation of the Plans the declaration of trust of such commonly collective, or commingled trust fund shall constitute a part of this Plan.
 - (c) To invest and reinvest all or any part of the assets of the Trust in any group annuity, deposit administration or guaranteed interest contract issued by an insurance company or other financial institution on a commingled

or collective basis with the assets of any other 457 plan or trust qualified under Section 401(a) of the Code or any other plan described in Section 401(a)(24) of the Code, and such contract may be held or issued in the name of the Administrator, or such custodian as the Administrator may appoint, as agent and nominee for the Employer. During the period that an investment through any such contract shall exist, to the extent of participation of the Plan, the terms and conditions of such contract shall constitute a part of the Plan.

- (d) To hold cash awaiting investment and to keep such portion of the Trust in cash or cash balances, without liability for interest, in such amounts as may from time to time be deemed to be reasonable and necessary to meet obligations under the Plan or otherwise to be in the best interests of the Plan.
- (e) To hold, to authorize the holding of, and to register any investment to the Trust in the name of the Plan, the Employer, or any nominee or agent of any of the foregoing, including the Administrator, or in bearer form, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by any other person, and to organize corporations or trusts under the laws of any jurisdiction for the purpose of acquiring or holding title to any property for the Trust, all with or without the addition of words or other action to indicate that property is held in a fiduciary or representative capacity but the books and records of the Plan shall at all times show that all such investments are part of the Trust.
- (f) Upon such terms as may be deemed advisable by the Employer or the Administrator, as the case may be, for the protection of the interests of the Plan or for the preservation of the value of an investment, to exercise and enforce by suit for legal or equitable remedies or by other action, or to waive any right or claim on behalf of the Plan or any default in any obligation owing to the Plan, to renew, extend the time for payment of, agree to a reduction in the rate of interest on, or agree to any other modification or change in the terms of any obligation owing to the Plan, to settle, compromise, adjust, or submit to arbitration any claim or right in favor of or against the Plans to exercise and enforce any and all rights of foreclosure, bid for property in foreclosure, and take a deed in lieu of foreclosure with or without paying consideration therefor, to commence or defend suits or other legal proceedings whenever any interest of the Plan requires it, and to represent the Plan in all suits or legal proceedings in any court of law or equity or before any body or tribunal.
- (g) To employ suitable consultants, depositories, agents, and legal counsel on behalf of the Plan.
- (h) To open and maintain any bank account or accounts in the name of the Plan, the Employer, or any nominee or agent of the foregoing, including the Administrator, in any bank or banks.
- (i) To do any and all other acts that may be deemed necessary to carry out any of the powers set forth herein.

6.03 Taxes and Expenses. All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon the Plan, or in respect to the Trust, or the income thereof, and all commissions or acquisitions or dispositions of securities and similar expenses of investment and reinvestment of the Trust, shall be paid from the Trust. Such reasonable compensation of the Administrator, as may be agreed upon from time to time by the Employer and the Administrator, and reimbursement for reasonable expenses incurred by the Administrator in performance of its duties hereunder (including but not limited to fees for legal, accounting, investment and custodial services) shall also be paid from the Trust.

6.04 Payment of Benefits. The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Administrator, or by any custodian or other person so authorized by the Employer to make such disbursement. The Administrator, custodian or other person shall not be liable with respect to any distribution of Trust assets made at the direction of the Employer.

6.05 Investment Funds. In accordance with uniform and nondiscriminatory rules established by the Employer and the Administrator, the Participant may direct his or her Accounts to be invested in one (1) or more investment

funds available under the Plan; provided, however, that the Participant's investment directions shall not violate any investment restrictions established by the Employer. Neither the Employer, the Administrator, nor any other person shall be liable for any losses incurred by virtue of following such directions or with any reasonable administrative delay in implementing such directions.

- 6.06 Valuation of Accounts.** As of each Accounting Date, the Plan assets held in each investment fund offered shall be valued at fair market value and the investment income and gains or losses for each fund shall be determined. Such investment income and gains or losses shall be allocated proportionately among all Account balances on a fund-by-fund basis. The allocation shall be in the proportion that each such Account balance as of the immediately preceding Accounting Date bears to the total of all such Account balances as of that Accounting Date. For purposes of this Article, all Account balances include the Account balances of all Participants and Beneficiaries.
- 6.07 Participant Loan Accounts.** Participant loan accounts shall be invested in accordance with Section 8.03 of the Plan. Such Accounts shall not share in any investment income and gains or losses of the investment funds described in Sections 6.05 and 6.06.
- 6.08 Crediting of Accounts.** The Participant's Account shall reflect the amount and value of the investments or other property obtained by the Employer through the investment of the Participant's Deferred Compensation pursuant to Sections 6.05 and 6.06. It is anticipated that the Employer's investments with respect to a Participant will conform to the investment preference specified in the Participant's Joinder Agreement, but nothing herein shall be construed to require the Employer to make any particular investment of a Participant's Deferred Compensation. Each Participant shall receive periodic reports, not less frequently than annually, showing the then current value of his or her Account.
- 6.09 Post-Severance Transfers Among Eligible Deferred Compensation Plans.**
- (a) *Incoming Transfers:* A transfer may be accepted from an eligible deferred compensation plan maintained by another employer and credited to a Participant's or Beneficiary's Account under the Plan if:
- (1) In the case of a transfer for a Participant, the Participant has had a Severance Event with that employer and become an Employee of the Employer;
 - (2) The other employer's plan provides that such transfer will be made; and
 - (3) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer.
- The Employer may require such documentation from the predecessor plan as it deems necessary to effectuate the transfer in accordance with Section 457(e)(10) of the Code, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. The Employer may refuse to accept a transfer in the form of assets other than cash, unless the Employer and the Administrator agree to hold such other assets under the Plan.
- (b) *Outgoing Transfers:* An amount may be transferred to an eligible deferred compensation plan maintained by another employer, and charged to a Participant's or Beneficiary's Account under this Plan, if:
- (1) In the case of a transfer for a Participant, the Participant has a Severance Event with the Employer and becomes an employee of the other employer;
 - (2) The other employer's plan provides that such transfer will be accepted;
 - (3) The Participant or Beneficiary and the employers have signed such agreements as are necessary to assure that the Employer's liability to pay benefits to the Participant has been discharged and assumed by the other employer; and

- (4) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer.

The Employer may require such documentation from the other plan as it deems necessary to effectuate the transfer, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. Such transfers shall be made only under such circumstances as are permitted under Section 457 of the Code and the regulations thereunder.

6.10 Transfers Among Eligible Deferred Compensation Plans of the Employer.

- (a) *Incoming Transfers.* A transfer may be accepted from another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if:
- (1) The Employer's other plan provides that such transfer will be made;
 - (2) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and
 - (3) The Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Plan unless the Participant or Beneficiary is performing services for the Employer.
- (b) *Outgoing Transfers.* A transfer may be accepted from another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if:
- (1) The Employer's other plan provides that such transfer will be accepted;
 - (2) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and
 - (3) The Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Employer's other eligible deferred compensation plan unless the Participant or Beneficiary is performing services for the Employer.

6.11 Eligible Rollover Distributions.

- (a) *Incoming Rollovers:* An eligible rollover distribution may be accepted from an eligible retirement plan and credited to a Participant's Account under the Plan. The Employer may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of Section 402(c)(8)(B) of the Code. The Plan shall separately account (in one or more separate accounts) for eligible rollover distributions from any eligible retirement plan.
- (b) *Outgoing Rollovers:* Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.
- (c) *Definitions:*
- (1) *Eligible Rollover Distribution:* An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not

include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Sections 401(a)(9) and 457(d)(2) of the Code; and any distribution made as a result of an unforeseeable emergency of the employee. For purposes of distributions from other eligible retirement plans rolled over into this Plan, the term eligible rollover distribution shall not include the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), such as after-tax contributions.

- (2) *Eligible Retirement Plan:* An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Sections 403(a) or 403(b) of the Code, a qualified trust described in Section 401(a) of the Code, or an eligible deferred compensation plan described in Section 457(b) of the Code which is maintained by an eligible governmental employer described in Section 457(e)(1)(A) of the Code, that accepts the distributee's eligible rollover distribution.
- (3) *Distributee:* A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.
- (4) *Direct Rollover:* A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

6.12 Trustee-to-Trustee Transfers to Purchase Permissive Service Credit. All or a portion of a Participant's Account may be transferred directly to the trustee of a defined benefit governmental plan (as defined in Section 414(d) of the Code) if such transfer is (a) for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under such plan, or (b) a repayment to which Section 415 of the Code does not apply by reason of subsection (k)(3) thereof, within the meaning of Section 457(e)(17) of the Code.

6.13 Treatment of Distributions of Amounts Previously Rolled Over From 401(a) and 403(b) Plans and IRAs. For purposes of Section 72(t) of the Code, a distribution from this Plan shall be treated as a distribution from a qualified retirement plan described in Section 4974(c)(1) of the Code to the extent that such distribution is attributable to an amount transferred to an eligible deferred compensation plan from a qualified retirement plan (as defined in Section 4974(c) of the Code).

6.14 Employer Liability. In no event shall the Employer's liability to pay benefits to a Participant under this Plan exceed the value of the amounts credited to the Participant's Account; neither the Employer nor the Administrator shall be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

Article VII. Benefits

7.01 Retirement Benefits and Election on Severance Event.

- (a) *General Rule:* Except as otherwise provided in this Article VII, the distribution of a Participant's Account shall commence as of a Participant's Automatic Distribution Date, and the distribution of such benefits shall be made in accordance with one of the payment options described in Section 7.02. Notwithstanding the foregoing, but subject to the following paragraphs of this Section 7.01, the Participant may elect following a Severance Event to have the distribution of benefits commence on a fixed determinable date other than that described in the preceding sentence, but not later than April 1 of the year following the year of the Participant's Retirement or attainment of age 70½, whichever is later. The Participant's right to change his or her election with respect to commencement of the distribution of benefits shall not be restrained by this Section 7.01.

Notwithstanding the foregoing, the Administrator, in order to ensure the orderly administration of this provision, may establish a deadline after which such election to defer the commencement of distribution of benefits shall not be allowed.

- (b) *Loans:* Notwithstanding the foregoing provisions of this Section 7.01, no election to defer the commencement of benefits after a Severance Event shall operate to defer the distribution of any amount in the Participant's loan account in the event of a default of the Participant's loan.

7.02 Payment Options. As provided in Sections 7.01, 7.04 and 7.05, a Participant may elect to have value of the Participant's Account distributed in accordance with one of the following payment options, provided that such option is consistent with the limitations set forth in Section 7.03:

- (a) Equal monthly, quarterly, semi-annual or annual payments in an amount chosen by the Participant, continuing until his or her Account is exhausted;
- (b) One lump-sum payment;
- (c) Approximately equal monthly, quarterly, semi-annual or annual payments, calculated to continue for a period certain chosen by the Participant;
- (d) Annual Payments equal to the minimum distributions required under Section 401(a)(9) of the Code, including the incidental death benefit requirements of Section 401(a)(9)(G), over the life expectancy of the Participant or over the life expectancies of the Participant and his or her Beneficiary;
- (e) Payments equal to payments made by the issuer of a retirement annuity policy acquired by the Employer;
- (f) A split distribution under which payments under options (a), (b), (c) or (e) commence or are made at the same time, as elected by the Participant under Section 7.01, provided that all payments commence (or are made) by the latest benefit commencement date permitted under Section 7.01;
- (g) Any other payment option elected by the Participant and agreed to by the Employer and Administrator.

A Participant's selection of a payment option under Subsections (a), (c), or (g) above may include the selection of an automatic annual cost-of living increase. Such increase will be based on the rise in the Consumer Price Index for All Urban Consumers (CPI-U) from the third quarter of the last year in which a cost-of-living increase was provided to the third quarter of the current year. Any increase will be made in periodic payment checks beginning the following January.

7.03 Limitation on Options. No payment option may be selected by a Participant under subsections 7.02(a) or (c) unless the amount of any installment is not less than \$100. No payment option may be selected by a Participant under Sections 7.02, 7.04, or 7.05 unless it satisfies the requirements of Sections 401(a)(9) and 457(d)(2) of the Code, including that payments commencing before the death of the Participant shall satisfy the incidental death benefit requirements under Section 401(a)(9)(G) of the Code.

7.04 Minimum Required Distributions. Notwithstanding any provision of the Plan to the contrary, the Plan shall comply with the minimum required distribution rules set forth in Sections 457(d)(2) and 401(a)(9) of the Code, including the incidental death benefit requirements of Section 401(a)(9)(G) of the Code.

7.05 Post-Retirement Death Benefits.

- (a) Should the Participant die after he or she has begun to receive benefits under a payment option, the remaining payments, if any, under the payment option shall continue until the Administrator receives notice of the Participant's death. Upon notification of the Participant's death, benefits shall be payable to the Participant's Beneficiary commencing not later than December 31 of the year following the year of the Participant's death, provided that the Beneficiary may elect to begin benefits earlier than that date.

- (b) In the event that the Beneficiary dies before the payment of death benefits has commenced or been completed, the remaining benefits payable under the payment option applicable to the Beneficiary shall, subject to the requirements set forth in Section 7.04, be paid to an additional beneficiary designated by the Beneficiary. If no additional beneficiary is named, payment shall be made to the Beneficiary's estate in a lump sum.
- (c) In the event that the Participant's estate is the Beneficiary, payment shall be made to the estate in a lump sum.

7.06 Pre-Retirement Death Benefits.

- (a) Should the Participant die before he or she has begun to receive the benefits provided by Section 7.01, the value of the Participant's Account shall be payable to the Beneficiary commencing not later than December 31 of the year following the year of the Participant's death, provided that the Beneficiary may elect to begin benefits earlier than that date.
- (b) In the event that the Beneficiary dies before the payment of death benefits has commenced or been completed, the remaining value of the Participant's Account shall be paid to the estate of the Beneficiary in a lump sum. In the event that the Participant's estate is the Beneficiary, payment shall be made to the estate in a lump sum.

7.07 Unforeseeable Emergencies.

- (a) In the event an unforeseeable emergency occurs, a Participant or Beneficiary may apply to the Employer to receive that part of the value of his or her Account that is reasonably needed to satisfy the emergency need. If such an application is approved by the Employer, the Participant or Beneficiary shall be paid only such amount as the Employer deems necessary to meet the emergency need, but payment shall not be made to the extent that the financial hardship may be relieved through cessation of deferral under the Plan, insurance or other reimbursement, or liquidation of other assets to the extent such liquidation would not itself cause severe financial hardship.
- (b) An unforeseeable emergency shall be deemed to involve only circumstances of severe financial hardship of a Participant or Beneficiary resulting from an illness or accident of the participant or beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent (as defined in Section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code); loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or the Beneficiary. For example, the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse or a dependent (as defined in section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code) may also constitute an unforeseeable emergency. Except as otherwise specifically provided in this Section 7.07(b), the purchase of a home and the payment of college tuition are not unforeseeable emergencies.

7.08 In-Service Distribution of Rollover Contributions. Effective January 1, 2006, the Employer may elect to allow Participants to receive an in-service distribution of amounts attributable to rollover contributions to the Plan. If the Employer has elected to make such distributions available, a Participant that has a separate account attributable to rollover contributions to the Plan may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

7.09 In-Service Distribution to Participants Age 70½ or Older. A Participant who has reached age 70½ and has not yet had a Severance Event, may, at any time, request a distribution of all or a part of his or her Account. A Participant may only receive two (2) such distributions pursuant to this Section 7.09 in any calendar year.

7.10 Distribution De Minimis Accounts. Notwithstanding the foregoing provisions of this Article VII:

- (a) *Mandatory Distribution.* If the value of a Participant's Account is less than \$1,000, the Participant's Account shall be paid to the Participant in a single lump sum distribution, provided that:
 - (1) No amount has been deferred under the Plan with respect to the Participant during the 2-year period ending on the date of the distribution; and
 - (2) There has been no prior distribution under the Plan to the Participant pursuant to this Section 7.10.
- (b) *Voluntary Distribution.* If the value of the Participant's Account is at least \$1,000 but not more than the dollar limit under Section 411(a)(11)(A) of the Code, the Participant may elect to receive his or her entire Account in a lump sum payment if:
 - (1) No amount has been deferred under the Plan with respect to the Participant during the 2-year period ending on the date of the distribution; and
 - (2) There has been no prior distribution under the Plan to the Participant pursuant to this Section 7.10.

Article VIII. Loans to Participants

8.01 Availability of Loans to Participants.

- (a) The Employer may elect to make loans available to Participants in this Plan. If the Employer has elected to make loans available to Participants, a Participant may apply for a loan from the Plan subject to the limitations and other provisions of this Article. However, no loans are available from Deemed IRAs.
- (b) The Employer shall establish written guidelines governing the granting of loans, provided that such guidelines are approved by the Administrator and are not inconsistent with the provisions of this Article, and that loans are made available to all Participants on a reasonably equivalent basis.

8.02 Terms and Conditions of Loans to Participants. Any loan by the Plan to a Participant under Section 8.01 of the Plan shall satisfy the following requirements:

- (a) *Availability.* Loans shall be made available to all Participants on a reasonably equivalent basis.
- (b) *Interest Rate.* Loans must be adequately secured and bear a reasonable interest rate.
- (c) *Loan Limit.* No Participant loan shall exceed the present value of the Participant's Account.
- (d) *Foreclosure.* In the event of default on any installment payment, the outstanding balance of the loan shall be a deemed distribution. In such event, an actual distribution of a plan loan offset amount will not occur until a distributable event occurs in the Plan.
- (e) *Reduction of Account.* Notwithstanding any other provision of this Plan, the portion of the Participant's Account balance used as a security interest held by the Plan by reason of a loan outstanding to the Participant shall be taken into account for purposes of determining the amount of the Account balance payable at the time of death or distribution, but only if the reduction is used as repayment of the loan.
- (f) *Amount of Loan.* At the time the loan is made, the principal amount of the loan plus the outstanding balance (principal plus accrued interest) due on any other outstanding loans to the Participant from the Plan and from all other plans of the Employer that are either eligible deferred compensation plans described in section 457(b) of the Code or qualified employer plans under Section 72(p)(4) of the Code shall not exceed the lesser of:

- (1) \$50,000, reduced by the excess (if any) of
 - (i) The highest outstanding balance of loans from the Plan during the one (1) year period ending on the day before the date on which the loan is made; or
 - (ii) The outstanding balance of loans from the Plan on the date on which such loan is made; or
 - (2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.
- (g) *Application for Loan.* The Participant must give the Employer adequate written notice, as determined by the Employer, of the amount and desired time for receiving a loan. No more than one (1) loan may be made by the Plan to a Participant's in any calendar year. No loan shall be approved if an existing loan from the Plan to the Participant is in default to any extent.
- (h) *Length of Loan.* Any loan issued shall require the Participant to repay the loan in substantially equal installments of principal and interest, at least monthly, over a period that does not exceed five (5) years from the date of the loan; provided, however, that if the proceeds of the loan are applied by the Participant to acquire any dwelling unit that is to be used within a reasonable time (determined at the time of the loan is made) after the loan is made as the principal residence of the Participant, the five (5) year limit shall not apply. In this event, the period of repayment shall not exceed a reasonable period determined by the Employer. Principal installments and interest payments otherwise due may be suspended for up to one (1) year during an authorized leave of absence, if the promissory note so provides, but not beyond the original term permitted under this subsection (h), with a revised payment schedule (within such term) instituted at the end of such period of suspension.
- (i) *Prepayment.* The Participant shall be permitted to repay the loan in whole or in part at any time prior to maturity, without penalty.
- (j) *Promissory Note.* The loan shall be evidenced by a promissory note executed by the Participant and delivered to the Employer, and shall bear interest at a reasonable rate determined by the Employer.
- (k) *Security.* The loan shall be secured by an assignment of the participant's right, title and interest in and to his or her Account.
- (l) *Assignment or Pledge.* For the purposes of paragraphs (f) and (g), assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan.
- (m) *Other Terms and Conditions.* The Employer shall fix such other terms and conditions of the loan as it deems necessary to comply with legal requirements, to maintain the qualification of the Plan and Trust under Section 457 of the Code, or to prevent the treatment of the loan for tax purposes as a distribution to the Participant. The Employer, in its discretion for any reason, may also fix other terms and conditions of the loan, including, but not limited to, the provision of grace periods following an event of default, not inconsistent with the provisions of this Article and Section 72(p) of the Code, and any applicable regulations thereunder.

8.03 Participant Loan Accounts.

- (a) Upon approval of a loan to a Participant by the Employer, an amount not in excess of the loan shall be transferred from the Participant's other investment fund(s), described in Section 6.05 of the Plan, to the Participant's loan account as of the Accounting Date immediately preceding the agreed upon date on which the loan is to be made.

- (b) The assets of a Participant's loan account may be invested and reinvested only in promissory notes received by the Plan from the Participant as consideration for a loan permitted by Section 8.01 of the Plan or in cash. Uninvested cash balances in a Participant's loan account shall not bear interest. Neither the Employer, the Administrator, nor any other person shall be liable for any loss, or by reason of any breach, that results from the Participant's exercise of such control.
- (c) Repayment of principal and payment of interest shall be made by payroll deduction or, where repayment cannot be made by payroll deduction, by check, and shall be invested in one (1) or more other investment funds, in accordance with Section 6.05 of the Plan, as of the next Accounting Date after payment thereof to the Trust. The amount so invested shall be deducted from the Participant's loan account.
- (d) The Employer shall have the authority to establish other reasonable rules, not inconsistent with the provisions of the Plan, governing the establishment and maintenance of Participant loan accounts.

Article IX. Deemed IRAs

9.01 General. This Article IX of the Plan reflects section 602 of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"), as amended by the Job Creation and Worker Assistance Act of 2002. This Article is intended as good faith compliance with the requirements of EGTRRA and is to be construed in accordance with EGTRRA and guidance issued thereunder. This Article IX shall supersede the provisions of the Plan to the extent that those provisions are inconsistent with the provisions of this Article IX.

Effective for Plan Years beginning after December 31, 2002, the Employer may elect to allow Employees to make voluntary employee contributions to a separate account or annuity established under the Plan that complies with the requirements of Section 408(q) of the Code and any regulations promulgated thereunder (a "Deemed IRA"). The Plan shall establish a separate account for the designated Deemed IRA contributions of each Employee and any earnings properly allocable to the contributions, and maintain separate recordkeeping with respect to each such Deemed IRA.

9.02 Voluntary Employee Contributions. For purposes of this Article, a voluntary employee contribution means any contribution (other than a mandatory contribution within the meaning of Section 411(c)(2) of the Code) that is made by the Employee and which the Employee has designated, at or prior to the time of making the contribution, as a contribution to which this Article applies.

9.03 Deemed IRA Trust Requirements. This Article shall satisfy the trust requirement under Section 408(q) of the Code and the regulations thereto. IRAs established pursuant to this Article shall be held in one or more trusts or custodial accounts (the "Deemed IRA Trusts"), which shall be separate from the Trust established under the Plan to hold contributions other than Deemed IRA contributions. The Deemed IRA Trusts shall satisfy the applicable requirements of Sections 408 and 408A of the Code, which requirements are set forth in section 9.05 and 9.06, respectively, and shall be established with a trustee or custodian meeting the requirements of Section 408(a)(2) of the Code ("Deemed IRA Trustee"). To the extent that the assets of any Deemed IRAs established pursuant to this Article are held in a Deemed IRA Trust satisfying the requirements of this Section 9.03, such Deemed IRA Trust, and any amendments thereto, is hereby adopted as a trust maintained under this Plan with respect to the assets held therein, and the provisions of such Deemed IRA Trust shall control so long as any assets of any Deemed IRA are held thereunder.

9.04 Reporting Duties. The Deemed IRA Trustee shall be subject to the reporting requirements of Section 408(i) of the Code with respect to all Deemed IRAs that are established and maintained under the Plan.

9.05 Deemed Traditional IRA Requirements. Deemed IRAs established in the form of traditional IRAs shall satisfy the following requirements:

- (a) *Exclusive Benefit.* The Deemed IRA account shall be established for the exclusive benefit of an Employee or his or her Beneficiaries.

(b) *Maximum Annual Contributions.*

- (1) Except in the case of a rollover contribution (as permitted by Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16) of the Code), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed:

\$3,000 for any taxable year beginning in 2002 through 2004;
 \$4,000 for any taxable year beginning in 2005 through 2007; and
 \$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living-increases under Section 219(b)(5)(C) of the Code. Such adjustments will be in multiples of \$500.

- (2) In the case of an Employee who is 50 or older, the annual cash contribution limit is increased by:

\$500 for any taxable year beginning in 2002 through 2005; and
 \$1,000 for any taxable year beginning in 2006 and thereafter.

- (3) No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Employee first participated in that employer's SIMPLE IRA plan.

- (c) *Collectibles.* If the Deemed IRA Trust acquires collectibles with within the meaning of Section 408(m) of the Code after December 31, 1981, Deemed IRA Trust assets will be treated as a distribution in an amount equal to the cost of such collectibles.

- (d) *Life Insurance Contracts.* No part of the Deemed IRA Trust funds will be invested in life insurance contracts.

(e) *Minimum Required Distributions.*

- (1) Notwithstanding any provision of this Deemed IRA to the contrary, the distribution of the Employee's interest in the account shall be made in accordance with the requirements of Section 408(a)(6) of the Code and the Income Tax Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are made from an annuity contract purchased from an insurance company, distributions thereunder must satisfy the requirements of Q&A-4 of Section 1.401(a)(9)-6T of the Income Tax Regulations (or Section 1.401(a)(9)-6 of the Income Tax Regulations, as applicable), rather than paragraphs (2), (3) and (4) below and Section 9.05(f). The minimum required distributions calculated for this IRA may be withdrawn from another IRA of the Employee in accordance with Q&A-9 of Section 1.408-8 of the Income Tax Regulations.
- (2) The entire value of the account of the Employee for whose benefit the account is maintained will commence to be distributed no later than the first day of April following the calendar year in which such Employee attains age 70½ (the "required beginning date") over the life of such Employee or the lives of such Employee and his or her Beneficiary.
- (3) The amount to be distributed each year, beginning with the calendar year in which the Employee attains age 70½ and continuing through the year of death shall not be less than the quotient obtained by dividing the value of the IRA (as determined under section 9.05(f)(3)) as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Q&A-2 of Section 401(a)(9)-9 of the Income Tax Regulations, using the Employee's age of his or her birthday in the year. However, if the Employee's sole Beneficiary is his or her surviving spouse and such spouse is more than 10 years younger than the Employee, then the distribution period is determined under the Joint

and Last Survivor Table in Q&A-3 of Section 1.401(a)(9)-9 of the Income Tax Regulations, using the ages as of the Employee's and spouse's birthdays in the year.

- (4) The required minimum distribution for the year the Employee attains age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.
- (f) *Distribution Upon Death.*
- (1) *Death On or After Required Beginning Date.* If the Employee dies on or after the required beginning date, the remaining portion of his or her interest will be distributed at least as rapidly as follows:
- (i) If the Beneficiary is someone other than the Employee's surviving spouse, the remaining interest will be distributed over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the Beneficiary's age as of his or her birthday in the year following the year of the Employee's death, or over the period described in paragraph (1)(iii) below if longer.
 - (ii) If the Employee's sole Beneficiary is the Employee's surviving spouse, the remaining interest will be distributed over such spouse's life or over the period described in paragraph (1)(iii) below if longer. Any interest remaining after such spouse's death will be distributed over such spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death, or, if the distributions are being made over the period described in paragraph (1)(iii) below, over such period.
 - (iii) If there is no Beneficiary, or if applicable by operation of paragraph (1)(i) or (1)(ii) above, the remaining interest will be distributed over the Employee's remaining life expectancy determined in the year of the Employee's death.
 - (iv) The amount to be distributed each year under paragraph (1)(i), (ii), or (iii), beginning with the calendar year following the calendar year of the Employee's death, is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's or Employee's age in the year specified in paragraph 1(i), (ii), or (iii) and reduced by 1 for each subsequent year.
- (2) *Death Before Required Beginning Date.* If the Employee dies before the required beginning date, his or her entire interest will be distributed at least as rapidly as follows:
- (i) If the Beneficiary is someone other than the Employee's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Employee's death, over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Employee's death, or, if elected, in accordance with paragraph (2)(iii) below.
 - (ii) If the Employee's sole Beneficiary is the Employee's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Employee's death (or by the end of the calendar year in which the Employee would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph (2)(iii) below. If the surviving spouse dies before distributions are required to begin, the

remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (2)(iii) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.

- (iii) If there is no Beneficiary, or if applicable by operation of paragraph (2)(i) or (2)(ii) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Beneficiary's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2)(ii) above).
- (iv) The amount to be distributed each year under paragraph (2)(i) or (ii) is the quotient to be obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (2)(i) or (ii) and reduced by 1 for each subsequent year.
- (v) The "value" of the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations.
- (vi) If the sole Beneficiary is the Employee's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a Beneficiary.
- (g) *Nonforfeitable.* The interest of an Employee in the balance in his or her Deemed IRA account is nonforfeitable at all times.
- (h) *Reporting.* The Deemed IRA Trustee of a Deemed Traditional IRA shall furnish annual calendar-year reports concerning the status of the Deemed IRA account and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.
- (i) *Substitution of Deemed IRA Trustee.* If the Deemed IRA Trustee is a non-bank trustee or custodian, the non-bank trustee or custodian shall substitute another trustee or custodian if the non-bank trustee or custodian receives notice from the Commissioner of Internal Revenue that such substitution is required because it has failed to comply with the requirements of Section 1.408-2(e) of the Income Tax Regulations and Section 1.408-2T of the Income Tax Regulations.

9.06 Deemed Roth IRA Requirements. Deemed IRAs established in the form of Roth IRAs shall satisfy the following requirements:

- (a) *Exclusive Benefit.* The Deemed Roth IRA shall be established for the exclusive benefit of an Employee or his or her Beneficiaries.
- (b) *Maximum Annual Contributions.*
 - (1) *Maximum Permissible Amount.* Except in the case of a qualified rollover contribution or recharacterization (as defined in (6) below), no contribution will be accepted unless it is in cash and the total of such contributions to all the Employee's Roth IRAs for a taxable year does not exceed

the applicable amount (as defined in (2) below), or the Employee’s compensation (as defined in (8) below) if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the Employee’s compensation is referred to as a “regular contribution.” A “qualified rollover contribution” is a rollover contribution that meets the requirements of Section 408(d)(3) of the Code, except the one-rollover-per-year rule of Section 408(d)(3)(B) does not apply if the rollover contribution is from another IRA other than a Roth IRA (a “nonRoth IRA”). Contributions may be limited under (3) through (5) below.

(2) *Applicable Amount.* The applicable amount is determined under (i) or (ii) below:

- (i) If the Employee is under age 50, the applicable amount is:
 - \$3,000 for any taxable year beginning in 2002 through 2004;
 - \$4,000 for any taxable year beginning in 2005 through 2007; and
 - \$5,000 for any taxable year beginning in 2008 and years thereafter.
- (ii) If the Employee is 50 or older, the applicable amount is:
 - \$3,500 for any taxable year beginning in 2002 through 2004;
 - \$4,500 for any taxable year beginning in 2005;
 - \$5,000 for any taxable year beginning in 2006 through 2007; and
 - \$6,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limits in paragraph (2)(i) and (ii) above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(C) of the Code. Such adjustments will be in multiples of \$500.

- (3) If (i) and/or (ii) below apply, the maximum regular contribution that can be made to all the Employee’s Roth IRAs for the taxable year is the smaller amount determined under (i) or (ii).
 - (i) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income (“modified AGI,” defined in (7) below) in accordance with the following table:

| Filing Status | Modified AGI | | |
|------------------------------------|-------------------|---------------------------------|-------------------|
| | Full Contribution | Phase-out Range | No Contribution |
| Single or Head of Household | \$95,000 or less | Between \$95,000 and \$110,000 | \$110,000 or more |
| Joint Return or Qualifying Widower | \$150,000 or less | Between \$150,000 and \$160,000 | \$160,000 or more |
| Married-Separate Return | \$0 | Between \$0 and \$10,000 | \$10,000 or more |

If the Employee's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and not reduced below \$200.

- (ii) If the Employee makes regular contributions to both Roth and nonRoth IRAs for a taxable year, the maximum regular contribution that can be made to all the Employee's Roth IRAs for that taxable year is reduced by the regular contributions made to the Employee's nonRoth IRAs for the taxable year.
- (4) *Qualified Rollover Contribution Limit.* A rollover from a nonRoth IRA cannot be made to this IRA if, for the year the amount is distributed from the nonRoth IRA, (i) the Employee is married and files a separate return, (ii) the Employee is not married and has modified AGI in excess of \$100,000 or (iii) the Employee is married and together the Employee and the Employee's spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for a taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year.
- (5) *SIMPLE IRA Limits.* No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Employee first participated in that employer's SIMPLE IRA plan.
- (6) *Recharacterization.* A regular contribution to a nonRoth IRA may be recharacterized pursuant to the rules in Section 1.408A-5 of the Income Tax Regulations as a regular contribution to this IRA, subject to the limits in (3) above.
- (7) *Modified AGI.* For purposes of (3) and (4) above, an Employee's modified AGI for a taxable year is defined in Section 408A(c)(3)(C)(i) of the Code and does not include any amount included in adjusted gross income as a result of a rollover from a nonRoth IRA (a "conversion").
- (8) *Compensation.* For purposes of (1) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses) and includes earned income, as defined in Section 401(c)(2) of the Code (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Section 401(c)(2) of the Code shall be applied as if the term trade or business for purposes of Section 1402 of the Code included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the Employee's gross income under Section 71 of the Code with respect to a divorce or separation instrument described in subparagraph (A) of Section 71(b)(2) of the Code. In the case of a married Employee filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a nonRoth IRA.
- (c) *Collectibles.* If the Deemed IRA Trust acquires collectibles within the meaning of Section 408(m) of the Code after December 31, 1981, Deemed IRA Trust assets will be treated as a distribution in an amount equal to the cost of such collectibles.

- (d) *Life Insurance Contracts.* No part of the Deemed IRA Trust funds will be invested in life insurance contracts.
- (e) *Distributions Before Death.* No amount is required to be distributed prior to the death of the Employee for whose benefit the account was originally established.
- (f) *Minimum Required Distributions.*
- (1) Notwithstanding any provision of this IRA to the contrary, the distribution of the Employee's interest in the account shall be made in accordance with the requirements of Section 408(a)(6) of the Code, as modified by section 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are made from an annuity contract purchased from an insurance company, distributions thereunder must satisfy the requirements of section 1.401(a)(9)-6T of the Temporary Income Tax Regulations (taking into account Section 408A(c)(5) of the Code) (or Section 1.401(a)(9)-6 of the Income Tax Regulations, as applicable), rather than the distribution rules in paragraphs (2), (3) and (4) below.
 - (2) Upon the death of the Employee, his or her entire interest will be distributed at least as rapidly as follows:
 - (i) If the Beneficiary is someone other than the Employee's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the year of the Employee's death, over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Employee's death, or, if elected, in accordance with paragraph (2)(iii) below.
 - (ii) If the Employee's sole Beneficiary is the Employee's surviving spouse, the entire interest will be distributed starting by the end of the calendar year following the calendar year of the Employee's death (or by the end of the calendar year in which the Employee would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph (2)(iii) below. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (2)(iii) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.
 - (iii) If there is no Beneficiary, or if applicable by operation of paragraph (2)(i) or (2)(ii) above, the entire interest will be distributed the end of the calendar year containing the fifth anniversary of the Employee's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph 2(ii) above).
 - (iv) The amount to be distributed each year under paragraph (2)(i) or (ii) is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (2)(i) or (ii) and reduced by 1 for each subsequent year.

- (3) The “value” of the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations.
- (4) If the sole Beneficiary is the Employee’s surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a Beneficiary.
- (g) *Nonforfeitable.* The interest of an Employee in the balance in his or her account is nonforfeitable at all times.
- (h) *Reporting.* The Deemed IRA Trustee of a Deemed Roth IRA shall furnish annual calendar-year reports concerning the status of the Deemed IRA account and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.
- (i) *Substitution of Deemed IRA Trustee.* If the Deemed IRA Trustee is a non-bank trustee or custodian, the non-bank trustee or custodian shall substitute another trustee or custodian if the non-bank trustee or custodian receives notice from the Commissioner of Internal Revenue that such substitution is required because it has failed to comply with the requirements of Section 1.408-2(e) of the Income Tax Regulations and Section 1.408-2T of the Income Tax Regulations.

Article X. Non-Assignability

10.01 General. Except as provided in Article VIII and Section 10.02, no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder, which payments and rights are expressly declared to be non-assignable and non-transferable.

10.02 Domestic Relations Orders.

- (a) *Allowance of Transfers:* To the extent required under a final judgment, decree, or order (including approval of a property settlement agreement) that (1) relates to the provision of child support, alimony payments, or marital property rights and (2) is made pursuant to a state domestic relations law, and (3) is permitted under Sections 414(p)(11) and (12) of the Code, any portion of a Participant’s Account may be paid or set aside for payment to a spouse, former spouse, child, or other dependent of the Participant (an “Alternate Payee”). Where necessary to carry out the terms of such an order, a separate Account shall be established with respect to the Alternate Payee who shall be entitled to make investment selections with respect thereto in the same manner as the Participant. Any amount so set aside for an Alternate Payee shall be paid in accordance with the form and timing of payment specified in the order. Nothing in this Section shall be construed to authorize any amount to be distributed under the Plan at a time or in a form that is not permitted under Section 457(b) of the Code and is explicitly permitted under the uniform procedures described in Section 10.2(d) below. Notwithstanding the foregoing sentence, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State, then the amount of the Participant’s Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Any payment made to a person pursuant to this Section shall be reduced by any required income tax withholding.
- (b) *Release from Liability to Participant:* The Employer’s liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to an Alternate Payee to paragraph (a) of this Section and the Participant and his or her Beneficiaries shall be deemed to have released the Employer and the Plan Administrator from any claim with respect to such amounts.

- (c) *Participation in Legal Proceedings:* The Employer and Administrator shall not be obligated to defend against or set aside any judgment, decree, or order described in paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Employer or Administrator to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the Employer's obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Employer and Administrator shall be authorized to disclose information relating to the Participant's Account to the Alternate Payee (including the legal representatives of the Alternate Payee), or to a court.
- (d) *Determination of Validity of Domestic Relations Orders:* The Administrator shall establish uniform procedures for determining the validity of any domestic relations order. The Administrator's determinations under such procedures shall be conclusive and binding on all parties and shall be afforded the maximum amount of deference permitted by law.

10.03 IRS Levy. Notwithstanding Section 10.01, the Administrator may pay from a Participant's or Beneficiary's Account balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

10.04 Mistaken Contribution. To the extent permitted by applicable law, if any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

10.05 Payments to Minors and Incompetents. If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such persons as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

10.06 Procedure When Distributee Cannot Be Located. The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Employer or Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guarantee Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Trust shall continue to hold the benefits due such person.

Article XI. Relationship to Other Plans and Employment Agreements

This Plan serves in addition to any other retirement, pension, or benefit plan or system presently in existence or hereinafter established for the benefit of the Employer's employees, and participation hereunder shall not affect benefits receivable under any such plan or system. Nothing contained in this Plan shall be deemed to constitute an employment contract or agreement between any Participant and the Employer or to give any Participant the right to be retained in the employ of the Employer. Nor shall anything herein be construed to modify the terms of any employment contract or agreement between a Participant and the Employer.

Article XII. Amendment or Termination of Plan

The Employer may at any time amend this Plan provided that it transmits such amendment in writing to the Administrator at least 30 days prior to the effective date of the amendment. The consent of the Administrator shall not be required in order for

such amendment to become effective, but the Administrator shall be under no obligation to continue acting as Administrator hereunder if it disapproves of such amendment.

The Administrator may at any time propose an amendment to the Plan by an instrument in writing transmitted to the Employer at least 30 days before the effective date of the amendment. Such amendment shall become effective unless, within such 30-day period, the Employer notifies the Administrator in writing that it disapproves such amendment, in which case such amendment shall not become effective. In the event of such disapproval, the Administrator shall be under no obligation to continue acting as Administrator hereunder.

The Employer may at any time terminate this Plan. In the event of termination, assets of the Plan shall be distributed to Participants and Beneficiaries as soon as administratively practicable following termination of the Plan. Alternatively, assets of the Plan may be transferred to an eligible deferred compensation plan maintained by another eligible governmental employer within the same State if (a) all assets held by the Plan (other than Deemed IRAs) are transferred; (b) the receiving plan provides for the receipt of transfers; (c) the Participants and Beneficiaries whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and (d) the Participants or Beneficiaries whose deferred amounts are being transferred is not eligible for additional annual deferrals in the receiving plan unless the Participants or Beneficiaries are performing services for the employer maintaining the receiving plan.

Except as may be required to maintain the status of the Plan as an eligible deferred compensation plan under Section 457(b) of the Code or to comply with other applicable laws, no amendment or termination of the Plan shall divest any Participant of any rights with respect to compensation deferred before the date of the amendment or termination.

Article XIII. Applicable Law

This Plan and Trust shall be construed under the laws of the state where the Employer is located and is established with the intent that it meet the requirements of an “eligible deferred compensation plan” under Section 457(b) of the Code, as amended. The provisions of this Plan and Trust shall be interpreted wherever possible in conformity with the requirements of that Section of the Code.

In addition, notwithstanding any provision of the Plan to the contrary, the Plan shall be administered in compliance with the requirements of Section 414(u) of the Code.

Article XIV. Gender and Number

The masculine pronoun, whenever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.

DECLARATION OF TRUST

This Declaration of Trust (the “Group Trust Agreement”) is made as of the 19th day of May, 2001, by Vantage Trust Company, which declares itself to be the sole Trustee of the trust hereby created.

WHEREAS, the ICMA Retirement Trust was created as a vehicle for the commingling of the assets of governmental plans and governmental units described in Section 818(a)(6) of the Internal Revenue Code of 1986, as amended, pursuant to a Declaration of Trust dated October 4, 1982, as subsequently amended, a copy of which is attached hereto and incorporated by reference as set out below (the “ICMA Declaration”); and

WHEREAS, the trust created hereunder (the “Group Trust”) is intended to meet the requirements of Revenue Ruling 81-100, 1981-1 C.B. 326, and is established as a common trust fund within the meaning of Section 391:1 of Title 35 of the New Hampshire Revised Statutes Annotated, to accept and hold for investment purposes the assets of the Deferred Compensation and Qualified Plans held by and through the ICMA Retirement Trust.

NOW, THEREFORE, the Group Trust is created by the execution of this Declaration of Trust by the Trustee and is established with respect to each Deferred Compensation and Qualified Plan by the transfer to the Trustee of such Plan’s assets in the ICMA Retirement Trust, by the Trustees thereof, in accord with the following provisions:

- (a) *Incorporation of ICMA Declaration by Reference; ICMA By-Laws.* Except as otherwise provided in this Group Trust Agreement, and to the extent not inconsistent herewith, all provisions of the ICMA Declaration are incorporated herein by reference and made a part hereof, to be read by substituting the Group Trust for the Retirement Trust and the Trustee for the Board of Trustees referenced therein. In this respect, unless the context clearly indicates otherwise, all capitalized terms used herein and defined in the ICMA Declaration have the meanings assigned to them in the ICMA Declaration. In addition, the By-Laws of the ICMA Retirement Trust, as the same may be amended from time-to-time, are adopted as the By-Laws of the Group Trust to the extent not inconsistent with the terms of this Group Trust Agreement.

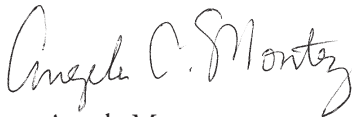
Notwithstanding the foregoing, the terms of the ICMA Declaration and By-Laws are further modified with respect to the Group Trust created hereunder, as follows:

1. any reporting, distribution, or other obligation of the Group Trust vis-à-vis any Deferred Compensation Plan, Qualified Plan, Public Employer, Public Employer Trustee, or Employer Trust shall be deemed satisfied to the extent that such obligation is undertaken by the ICMA Retirement Trust (in which case the obligation of the Group Trust shall run to the ICMA Retirement Trust); and
 2. all provisions dealing with the number, qualification, election, term and nomination of Trustees shall not apply, and all other provisions relating to trustees (including, but not limited to, resignation and removal) shall be interpreted in a manner consistent with the appointment of a single corporate trustee.
- (b) *Compliance with Revenue Procedure 81-100.* The requirements of Revenue Procedure 81-100 are applicable to the Group Trust as follows:
1. Pursuant to the terms of this Group Trust Agreement and Article X of the By-Laws, investment in the Group Trust is limited to assets of Deferred Compensation and Qualified Plans, investing through the ICMA Retirement Trust.
 2. Pursuant to the By-Laws, the Group Trust is adopted as a part of each Qualified Plan that invests herein through the ICMA Retirement Trust.
 3. In accord with the By-Laws, that part of the Group Trust’s corpus or income which equitably belongs to any Deferred Compensation and Qualified Plan may not be used for or diverted to any purposes other than for the exclusive benefit of the Plan’s employees or their beneficiaries who are entitled to benefits under such Plan.

- 4. In accord with the By-Laws, no Deferred Compensation Plan or Qualified Plan may assign any or part of its equity or interest in the Group Trust, and any purported assignment of such equity or interest shall be void.
- (c) *Governing Law.* Except as otherwise required by federal, state or local law, this Declaration of Trust (including the ICMA Declaration to the extent incorporated herein) and the Group Trust created hereunder shall be construed and determined in accordance with applicable laws of the State of New Hampshire.
- (d) *Judicial Proceedings.* The Trustee may at any time initiate an action or proceeding in the appropriate state or federal courts within or outside the state of New Hampshire for the settlement of its accounts or for the determination of any question of construction which may arise or for instructions.

IN WITNESS WHEREOF, the Trustee has executed this Declaration of Trust as of the day and year first above written.

VANTAGETRUST COMPANY

By: 

Name: Angela Montez

Title: Assistant Secretary

Attachment: Appendix A (1627 : ICMA Resolution)

ICMA-RC Services LLC, a wholly owned broker-dealer subsidiary of ICMA-RC, member FINRA/SIPC.



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BKT000-014-200902-454

ITEM NO. (ID # 1628)

DATE: 02/7/2014

AGENDA REQUEST *

MEETING GROUP: Southwest Colorado Council of Governments**STAFF RESOURCE:** Miriam Gillow-Wiles, Director**REQUESTING DEPT:** Southwest Colorado Council of Governments**TYPE:** SWCCOG Item**SUBJECT:** State Internet Portal Authority Contract**BACKGROUND:**

The SWCCOG needs a permanent solution for our email as we transition away from the current web/email provider. The current host has a old interface that does not talk well with Outlook, and a website that has limited amounts of data hosting available. As such we need to move to a different mail provider. Google Apps will give us access to a wide variety of Google apps, including gmail, talk, groups, calendar, and much more. This is significantly less than the market rate for Google Apps of \$5/month per user (\$60/year per user).

FISCAL IMPACT:

Year 1 - \$42 per user, per year
 Year 2 - \$44 per user, per year
 Year 3 - \$47 per user, per year
 Year 4 - \$47 per user, per year
 Year 5 - \$48 per user, per year

Currently we have 2 users, I am anticipating one to two more this year at most (bookkeeper and administrative assistant)

RECOMMENDED ACTION:**ATTACHMENTS:**

- Q&A SIPA Google Apps FAQs_2010MAY24 (PDF)
- SIPA Contract 2013 EGE- Template-1 (DOCX)



FREQUENTLY ASKED QUESTIONS

1. Is there a live demo of Google Apps?

Yes. Please view the follow YouTube videos:

- [Google Apps Tour](#)
- [Google Apps Premier Edition](#)
- [Google Mail](#)
- [Google Calendar](#)
- [Google Docs](#)
- [Google Sites](#)

2. What is the relationship and ability for a government agency to purchase the services through SIPA?

A government agency must be an Eligible Governmental Entity (EGE). An EGE includes County Government, City Government, School Districts, or any other government entity in the State of Colorado. An EGE must have an Eligible Governmental Entity Agreement in place to move forward with any of SIPA's services. Please [email SIPA](#) if you are interested in an EGE Agreement. Once the EGE Agreement is executed, a task order will be drafted and the parties will work toward implementation.

3. What are the implementation costs and schedule/contract information?

Implementation pricing is determined on a case by case basis. SIPA will work with the Eligible Governmental Entity to determine project costs based on level of complexity, scale, interoperability, coexistence, data to be migrated and custom integration with other applications.

4. What administrative tools are available?

A number of administrative tools and support options are available within Google. The Google Control Panel for both Apps and Postini enables Admins to monitor and modify settings for their domain. Please view the following YouTube video for additional information:

- [Google Apps Support Options](#)

Access the [Apps Dashboard](#) to view performance information for Google Apps services including known issues.

5. Is there more information on the future direction of Google Apps and more discussion of the conversion effort?

Google is very private about their development roadmap. They share information about what is coming in Google via their [Google Blog](#).



6. What are the best conversion & migration efforts?

There are two major conversion/migration strategies:

- a) Big Bang Approach – This approach is comprised of a small user pilot followed by a large implementation of the remaining users.
 - Advantages: No coexistence, quick implementation, reduces cost.
 - Disadvantages: Difficult to complete data migration. Increase risk.
- b) Phased Approach – This approach is comprised of a small user pilot followed by several iterative user migration efforts.
 - Advantages: Reduces risk. Eases data migration.
 - Disadvantages: Long coexistence period. Can increase costs.

7. What is the integration capability between Google Apps and applications that are integrated to Outlook?

With Google's GASMO tool, users can sync their Google Apps with outlook and use any features with Outlook or any apps that are integrated with Outlook. Most apps that are integrated with Outlook should have the ability to integrate directly with the Google web client but this integration will need to be investigated on a case by case basis.

8. How was the transition of Microsoft applications to Google Apps received by the end users?

Customers have reported increases in productivity gains by adopting Google Docs. The majority of users only leverage 50%-60% of features in MS Office. Most organizations decommission up to 80% of their Office licenses and retain 20% for their Power Users who need the more advanced features. Please watch this [Google Docs video](#) for more information.

9. What change or cultural management has been successful in the past?

Organizational Change Management (OCM) is a key component to a successful Google Apps deployment. Tempus Nova will work with EGEs to development a successful OCM Plan as part of the project. Tempus Nova will provide a Change Management Plan and a step by step process to move your organization from one email platform to Google.

10. Can an entity turn email on and turn everything else off?

Yes. This can be done through the Google Apps Control Panel.

11. What amount of productivity loss has been experienced with switching to Google Apps?

None. If anything, we have seen productivity gains immediately realized throughout an organization with the use of Docs, Sites and Chat. Workflow is often streamlined and shortened considerably. Tempus Nova can work with EGEs to identify specific productivity gains that may be realized as part of the Google Apps COPE solution.



12. When can a pilot be initiated?

SIPA is able to start pilots immediately once an EGE Agreement is complete.

13. What is the cost of this solution to an Eligible Governmental Entity?

Pricing is based on a yearly basis (1-5 years) and is as follows. Year 1--\$42, Year 2--\$44, Year 3--\$47, Year 4--\$47, and Year 5--\$48. Special pricing may be available for EGEs that are able to commit to multiple years of service.

14. How does eDiscovery work?

Please view the [eDiscovery video](#) for more information.

15. What is a logical return on investment (ROI) for moving to this platform?

Individual ROI differs across organizations. Tempus Nova can assist you to identify your current cost of ownership/total cost profile and determine individual ROI. A typical cost model is established by determining the cost of your current licenses, hardware, third party services such as spam or virus filtering, human capital costs such as Administration and regular maintenance or upgrades. ROI is calculated based on savings from your current email licensing cost compared to Google licenses which costs \$42 per user per year (Year 1) together with savings realized from the other costs identified above.

16. How should EGEs proceed if they want to buy Google Apps right away?

If an Eligible Governmental Entity is interested in buying this service immediately they should [email SIPA](#) directly at SIPA@www.colorado.gov. Please include your name, email, phone number, number of accounts, whether you are interested in a pilot or full implementation, and time frame for delivery within you email.

17. How will Google Apps coexist with our Active Directory (AD) user and authentication environment?

Google Apps seamlessly integrates with your AD environment through a tool called Google Apps Directory Sync (GADS/DSS). GADS allows your AD to be the single source/system of record for provisioning or de provisioning users. Once a user is provisioned in AD, they are automatically synced to Google via GADS.

18. How is the migration of existing documents to Google Apps handled?

This is achieved in one of two ways: in bulk or on a per document basis. Tempus Nova can run a Python script and Google API to upload documents in bulk. Users can also upload individual documents as they desire directly into Google Docs.

19. Does Google Apps-Office Productivity allow for offline modifications?



Google is currently working on offline access for Docs which should address collaboration while offline. Offline access is already a feature in Gmail.

20. If we have a number of work flow intensive applications like timesheets, purchase orders, help desk systems etc, how would they seamlessly hook into this solution?

Tempus Nova will work with EGEs to identify which applications need to be integrated to the Google solution on a case by case basis and provide an integration plan as well as level of effort and associated cost. Tempus Nova has integrated Google Apps with other applications for a number of clients.

21. When will these services be available to EGEs on the West Slope?

These services are currently available to all Eligible Governmental Entities throughout Colorado.

22. What is SIPA's goal with this announcement as it pertains to local Governments in the State?

SIPA has always believed in shared services and the goal of this announcement is to further the use and acceptance of shared services throughout local governments. Through this initiative SIPA is able to offer all Eligible Governmental Entities with a solution that offers a robust email platform, instant messaging, video conferencing, office productivity applications, and much more for a price that is able to significantly lower the cost of ownership and therefore make available resources for other initiatives.

23. How mature is this technology?

The Google Apps SaaS solution is the most mature, scalable, reliable, secure Cloud technology available today. The Google Apps COPE solution offers EGEs a technology upgrade without the price tag of investing in a new platform because it is a hosted solution that requires no hardware to be bought, installed, configured or maintained.

24. What is a typical scenario for legal holds on email when using Google Apps?

The EGE sets their own retention policy and determines if data needs to have a litigation hold placed on it.

25. Is it possible to migrate contacts, email, and calendar data into Google Apps?

Yes. There are a number of tools that enable you to migrate data from Outlook, Lotus Notes or GroupWise to Google.

26. How long are emails and documents retained in the cloud once they are deleted from an end-user's email? This question is being asked in context of ensuring that documents are no longer available on servers pursuant to legal document retention requirements, audit recommendations, or other requirements. In other words, will agencies be able to "manage" data retention through policy or some other manner so it would not be retained any longer than it would if stored on-premise?

For Google Email: If an EGE has Postini/GMD archiving, a specific retention period is maintained throughout the organization depending on whether the EGE purchased the 1 Year or 10 Year archiving

option. The 1 Year option enables you to set a retention period for up to 1 year. The 10 Year option enables you to set a retention period of up to 10 years or any length in between. If a user deletes an item from their email, GMD will continue to have a record of that item based on the selected retention period. If an organization does not have GMD, the item is deleted 30 days after the user deletes it.

For Google Docs: Docs are removed from the system when a user deletes them in real time.

27. Can I access Google Apps offline?

Yes, Google has Offline access that enables you to select what data and how much you can access while offline.

28. What are the system requirements for Google Apps?

Because Google Apps runs in a web browser, you only need a supported browser and access to the internet.

29. How much space do I have for my email messages? What if I run out of space?

Your Google account comes with 25GB of storage so you'll probably never run out of space or be forced to delete email because you have reached your quota.

30. How often are messages refreshed in my Inbox?

If you are working in Gmail the refresh rate is every 2 minutes unless you click the Refresh link which refreshes in real time upon click.

31. Can Google Mail automatically spell check emails I write?

Yes. Gmail includes automatic spell check. Misspelled words are underlined in red. You can also check your spelling at any time by clicking the Check Spelling link while composing a message.

32. Can I check spelling in a language other than English?

Yes. Google Mail automatically checks spelling in your selected default language in your Setting menu.

33. Can I forward one or all messages in a conversation thread?

Yes. You can forward all messages, forward a single message, a subset of message or delete specific messages within a conversation thread.

34. In Outlook, I can add voting buttons to a message and track the replies from recipients. Can I do the same thing in Google Mail?

Yes, the combination of Google Mail and Google Docs provides a similar feature, but with even more options. At the top of your Mail window, click Docs. Then click New>Form. Use the options on the form to create voting option (or many other types of questions and fields), and then email the form. To track results, simply return to the form and click See Responses.



35. Is my email signature applied when I reply to or forward a message?

Yes, Google Mail adds your signature to the end of every message you reply to or forward.

36. Can I recall a message I already sent?

Yes, Google Mail Labs has a new "message undo" feature that lets you recall a message or Undo your last for a period of up to 20 seconds after you send it.

37. Is there a size or type limitation for file attachments in Google Mail?

Yes, to help prevent viruses, Google Mail won't accept file attachments that are executable files. There's also a 25 MB size limitation for attachments.

38. Can I drag and drop a file to attach it to a message?

Yes. You can drag and drop attachments directly into emails.

39. There are no Folders in Gmail, how do I organize my messages?

Instead of Folders, Google has Labels which are similar to folders but have more flexibility because you can apply multiple Labels to a message to categorize it in multiple ways.

40. Is there a limit to the number of Labels I can create?

We have not encountered an upper limit to the number of labels you may use in Gmail. We have customers using well over a thousand labels and have not experienced any issues.

41. If I set up a filter to add a label to specific incoming messages, but then later delete the label, is the filter also deleted?

No, even if applying the label was the only action for the filter, your filter is not deleted. You can edit the filter to specify a different label or another action.

42. What are stars and how do I use them?

Stars are a way to highlight messages. Assign stars to special messages or use them as a visual reminder that you need to follow up on a message later.

43. What does it mean to "mute" an email conversation?

Yes. If you subscribed to a mailing list, you might receive messages in a very long, ongoing conversation. If you'd rather not receive any more messages in that conversation, you can "mute" the conversation to keep all future additions out of your Inbox. To mute a conversation, select it in your Inbox or open it, and then click Mute under More Actions at the top of your Mail window.

Note: The mute feature works only for messages you received as part of a mailing list. If the message was sent directly to your email address (your address appears in the To or CC field), you can't use the mute feature.



44. Can I "unmute" a conversation?

Yes. First, find the conversation. A quick way to find it is to type is:muted in the Search field. Then, select the conversation and select Inbox in the Move to drop-down list at the top of your Mail window.

45. What is the difference between deleting and archiving email messages? When should I delete and when should I archive?

If you either delete or archive a message, it's removed from your inbox. If you delete a message, it's placed in the Trash and then permanently removed from your Google Apps account after 30 days. If you archive a message, it is moved to All Mail (your archive), where you can easily find it in the future using Google's powerful search feature.

46. How long do messages stay in my archive?

Messages remain in your archive forever, unless you choose to delete them.

47. How long do messages stay in the Trash?

Messages remain in the Trash for 30 days. After that, Google Mail permanently deletes them.

48. Can I move message out of the Trash?

Find the message in the Trash and select it. Then, in the Move to drop-down list at the top of the Mail window, select Inbox.

49. If I delete or archive a meeting invitation from my Inbox, is the meeting removed from my calendar?

No. Deleting or archiving a meeting invitation does not affect the invitation on your calendar.

50. If I archive or trash a message, and then someone replies to it later, will it show up in my Inbox?

Yes. If someone replies to a message you archived or trashed, that message appears in your Inbox as a conversation, with all previous content.

51. Should I delete or archive messages in the Sent label?

No. There's no need to delete or archive messages in the Sent label. Messages remain in this label forever until you delete them.

52. How long do messages stay in my Spam label?

Messages remain in the Spam area for 30 days. After that, Gmail permanently deletes them.

53. What is the maximum number of characters I can use for my email signature?

Your signature can contain up to 2000 characters.

54. Can I create my own mailing (distribution) lists?

Updated regularly

Last updated 5/24/10

633 17th Street, Ste 1610 ■ Denver, CO 80202 ■ Ph: 303-866-4211 ■ Fx: 303-866-3995 ■ sipa@www.colorado.gov



Yes, you can create a personal mailing list (called a contact group in Google Mail) using the contacts picker, which includes the email addresses of all your employees in Google Apps.

55. Does Google Apps Email have an Out of Office feature?

Yes, in Google Mail, you can set up your "vacation responder," which is similar to the Outlook 'Out of Office' feature.

56. Can I share my email with another employee?

Yes, Google Mail includes a full set of keyboard shortcuts which can also be customized by enabling the Custom Keyboard Shortcuts Lab on your Settings page.

57. I like using keyboard shortcuts. Are they available for Google Mail?

Messages remain in your archive forever, unless you choose to delete them.

58. Does Google Mail support shared mailboxes?

Yes. Your IT department can create a shared Google Mail account for these employees.

59. Does Google Mail have a "tasks" feature that lets me add messages to a list for followup?

Yes, the Google Tasks gadget is available in Google Mail and Calendar.

60. Does Google Calendar have event reminders?

Yes, by default, Google Calendar displays a pop-up reminder 10 minutes before an event. You change the reminder time by editing the settings for your calendar.

61. Can I show more than one time zone on my calendar?

Yes, you can view two time zones in Google Calendar.

62. Can I book rooms and resources using Google Calendar?

Yes, we've added all the bookable resources to Google Calendar.

63. Can I book multiple rooms at once?

Yes, you can book more than one room or resource for your event invitation.

64. Can I invite meeting attendees who are outside of my organization?

Yes, you can send meeting invitations to any email address.

65. Will I get a notification if an attendee accepts my meeting invitation?

Yes if you have turned on notifications in your Settings menu.

66. Can I see a list of attendees who have accepted my invitation?

Yes, open the event details to see who has accepted your invitation.

Updated regularly

Last updated 5/24/10

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67. What's the maximum number of invitees for a meeting?

The maximum number of invitees is 500.

68. Can I set up a recurring meeting?

Yes, Google Calendar fully supports recurring meetings.

69. Is there a way to invite an optional attendee to a meeting?

Google Calendar currently does not include the option to specify optional attendees. As a workaround, you can indicate which attendees are optional in the Description field.

70. How long do past events stay on my Google calendar?

Your past events remain on your calendar forever, unless you delete them. If you want to view past events, make sure you wait a few seconds for Google Calendar to retrieve them for the date you select.

71. Can I create "live" links in my event description?

Yes, the links won't appear as "live" on your own calendar. However, you'll see the live links in the event confirmation message you receive.

72. Can I edit just one instance of a meeting in a recurring meeting?

Yes. Open the instance you want to edit, make your changes and click Save. You will be prompted to make your changes to all events in the series or just this instance..

73. Can I make my calendar private?

Yes, you can make you Google calendar private.

74. Can I make a meeting private?

Yes, you can make individual meetings private.

75. Can I give others access to my calendar?

Yes, you can delegate access to make changes or enable others within your organization to view information on your calendar.

76. Can I access Google Mail and Calendar on my mobile device?

Yes. Google supports BlackBerry, Palm, iPhone, Android and Palm/Treo smartphones.

77. What kind of documents can I create in Google Docs?

You can create documents, spreadsheets, presentations, drawings and forms.

78. Can I share documents I create with others outside of my organization?

Yes but only if your Administrator has set that permission for your entire organization.



ELIGIBLE GOVERNMENTAL ENTITY AGREEMENT BETWEEN THE STATEWIDE INTERNET PORTAL AUTHORITY OF THE STATE OF COLORADO AND SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS.

This Eligible Governmental Entity Agreement ("Agreement") by and between The Statewide Internet Portal Authority of the State of Colorado ("SIPA"), and Southwest Colorado Council of Governments ("EGE") (each a "Party" and collectively "Parties"), is made and entered into on this ____ day of _____, 2013.

RECITALS

WHEREAS, SIPA and EGE wish to enter into a cooperative agreement under which services can be provided at the discretion of both Parties; and

WHEREAS, SIPA provides for the dissemination, sharing, and use of information, products, and services via the internet; and

WHEREAS, neither Party is committing funds or required to perform services as part of this agreement; and

WHEREAS, SIPA has entered into certain contracts with its contractors to operate the Portal and to provide an array of electronic information, products, and services via the internet (e.g., "Master Contract With Integration Contractor to Design, Build, Operate, Maintain and Enhance a Statewide Internet Portal Authority" (hereinafter "Master Contract") as amended, and "COPE Master Contract With Implementation Contractor to Support SaaS Collaboration, Office Productivity, & Email Solution" (hereinafter "COPE Contract")) and SIPA may enter into other contracts to expand its array of electronic information, products, and services available to EGE; and

WHEREAS, SIPA will provide applications and services to EGE pursuant to Task Orders, Statements of Work, and/or Work Orders; and

WHEREAS, a Task Order, Statement of Work, and/or Work Order will be prepared for each application or service and mutually signed by SIPA and EGE; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, SIPA and EGE agree as follows:

Attachment: SIPA Contract 2013 EGE- Template-1 (1628 : State Internet Portal Authority (SIPA) Contract)



1. EGE shall make available to SIPA electronic information maintained and owned by EGE as is necessary to complete the agreed upon work as set forth in a Work Order, Task Order or Statement of Work. As mutually agreed upon in subsequent Work Orders, Task Orders, or corresponding Statements of Work, EGE will provide reasonable levels of support in placing online with SIPA certain EGE-owned electronic information, as mutually agreed by EGE and SIPA, with due regard to the workload and priorities of EGE and SIPA.

2. SIPA may, with the authorization of EGE, through the Portal, make public electronic information made available to it available to the general public, including EGE’s public electronic information. The Parties agree to use their best efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, neither Party shall be liable for interruption of service when the same shall be due to circumstances beyond the reasonable control of either Party, its agents or employees, including but not limited to unanticipated equipment malfunction, periodic maintenance or update of the computer systems upon which such EGE electronic information reside, interruption of service due to problems with the Colorado statewide area network or due to problems with any telecommunications provider.

3. SIPA and EGE may enter into Task Orders, Purchase Orders, Statements of Work, or any agreed upon documentation under this Agreement. Task Orders, Purchase Orders, Statements of Work, or any agreed upon documentation under this Agreement, shall describe specific Services and/or Applications to be provided to EGE. EGE acknowledges that Services and/or Applications are usually offered by SIPA’s contractors. Task Orders, Purchase Orders, Statements of Work, or any agreed upon documentation shall cover the purchase of goods and services from SIPA through the use of EGE funds. All Task Orders, Purchase Orders, Statements of Work, or any agreed upon documentation involving EGE funds may be approved by one or more of the following: (1) EGE’s senior executive official (e.g., Executive Director, Director, Manager, Board of Commissioners), or his or her designee. Task Orders, Purchase Orders, Statements of Work, or any agreed upon documentation shall contain specific time or performance milestones for SIPA's contractor(s), timelines for completion of relevant Task Orders, Purchase Orders, Statements of Work, or any agreed upon documentation, including design specifications and other criteria relevant to the completion of applicable Task Orders, Purchase Orders, Statements of Work, or any agreed upon documentation, criteria and procedures for acceptance by EGE and remedying incomplete or inaccurate work for each phase of relevant Task Orders, Purchase Orders, Statements of Work, or any agreed upon documentation.

4. SIPA shall be responsible for the operation of, and all costs and expenses associated with, establishing and maintaining electronic access to EGE electronic information, databases or other software applications, including (but without limitation) the cost of purchasing, developing and maintaining programs used to interface with EGE software applications that provide access to EGE-owned electronic information, products, and services. EGE acknowledges SIPA may at its discretion use Contractors to perform certain obligation. EGE’s maximum financial obligation for establishing and maintaining electronic access to EGE databases or other software applications

Attachment: SIPA Contract 2013 EGE- Template-1 (1628 : State Internet Portal Authority (SIPA) Contract)



shall be limited to the Agreement set forth and appropriated pursuant to each individual Work Order, Task Order, or Statements of Work.

5. Each Party shall have the right to terminate this Agreement by giving the other Party 60 days' written notice. Unless otherwise specified in such notice, this Agreement will terminate at the end of such 60-day period, and the liabilities of the Parties hereunder for further performance of the terms of this Agreement shall thereupon cease, but the Parties shall not be released from any duty to perform up to the date of termination.

6. None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Nothing in this Agreement shall be deemed as any waiver of immunity or liability limits granted to SIPA or EGE by the Colorado Governmental Immunity Act or any similar statutory provision.

7. This Agreement (and related Task Orders, Work Orders, Statements of Work, and agreed upon documentation) constitutes the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.

8. Neither SIPA nor its contractors have responsibility for the accuracy or completeness of the electronic information contained within EGE's databases. SIPA and its contractors shall be responsible only for the accurate and complete transmission of electronic information to and from such EGE databases, in accordance with the specifications of any EGE-owned software. For the purposes of the Colorado Open Records Act, EGE shall at all times be the custodian of records. Neither SIPA nor its contractors shall be deemed to be either the custodian of records or the custodian's agent.

9. This Agreement and any written amendments thereto may be executed in counterpart, each of which shall constitute an original and together, which shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile or email transmission will constitute effective and binding execution and delivery of this Agreement.

10. Confidential information for the purpose of this Agreement is information relating to SIPA's or EGE's research, development, trade secrets, business affairs, internal operations, management procedures, and information not disclosable to the public under the Colorado Open Records Act or some other law or privilege. Confidential information does not include information lawfully obtained through third parties, which is in the public domain, or which is developed independently without reference to a Party's confidential information. Neither Party shall use or disclose, directly or indirectly, without prior written authorization, any confidential information of the other. SIPA shall use its reasonable best efforts to ensure that its contractors protect EGE confidential information from unauthorized disclosure. Notwithstanding anything to the contrary herein, each Party acknowledges that given the subject matter of this Agreement, such Party shall

Attachment: SIPA Contract 2013 EGE- Template-1 (1628 : State Internet Portal Authority (SIPA) Contract)



not disclose confidential information of the other (whether in written or electronic form) to any third party, except as required by law or as necessary to carry out the specific purpose of this Agreement; provided, however, that if such disclosure is necessary, any third party who receives such confidential information shall also be bound by the nondisclosure provisions of this Section 12. Upon termination of this Agreement, the Parties shall return or destroy (at the other Party's request) all confidential information of the other and if such information is destroyed, each Party shall demonstrate evidence of such destruction to the other.

11. Miscellaneous Provisions

A. Independent Authority. SIPA shall perform its duties hereunder as an independent authority and not as an employee of EGE. Neither SIPA nor any agent or employee of SIPA shall be deemed to be an agent or employee of EGE. SIPA and its agents shall pay when due all required employment taxes and income tax and local head tax on any monies paid by EGE pursuant to this Agreement. SIPA acknowledges that SIPA and its employees or agents are not entitled to EGE employment or unemployment benefits unless SIPA or a third party provides such benefits and that EGE does not pay for or otherwise provide such benefits. SIPA shall have no authorization, express or implied, to bind EGE to any agreements, liability, or understanding except as expressly authorized by EGE. SIPA and its agents shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by EGE) and unemployment compensation insurance in the Agreement required by law, and shall be solely responsible for the acts of SIPA, its employees and agents.

B. Non-discrimination. SIPA agrees to comply with the letter and the spirit of all applicable state and federal laws respecting illegal discrimination and unfair employment practices.

C. Choice of Law. The laws of the State of Colorado (except Colorado laws related to choice of law or conflict of law) and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. At all times during the performance of this Agreement, SIPA shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established. Any legal action related to this Agreement shall be brought in either a state or federal court within the City and County of Denver, Colorado.

D. Software Piracy Prohibition. No State or other public funds payable under this Agreement shall knowingly be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. SIPA hereby certifies that, for the term of this Agreement and any extensions, SIPA has in place appropriate systems and controls to prevent such improper use of public funds. If EGE determines that SIPA is in violation of this paragraph, EGE may exercise



any remedy available at law or equity or under this Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions.

F. Notices. All notices required or permitted under this Agreement shall be in writing and delivered personally, by facsimile, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when actually received. If delivered by facsimile or email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notices shall be delivered to:

If to SIPA:

Statewide Internet Portal Authority
Attn: Briana Milligan
1300 Broadway, Suite 11010
Denver, CO 80203
Phone: (720) 409-5634
Fax: (720) 409-5642
Email: Briana@cosipa.gov

If to EGE:

Attn: Miriam Gillow-Wiles
Street Address: PO Box 963
City, State, Zip: Durango, CO 81302
Phone: 970-779-4592
Fax: N/A
Email: director@swccog.org

And to other address or addresses as the parties may designate in writing.

G. Employee Financial Interest. The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

H. Disputes. Any failure of either Party to perform in accordance with the terms of this Agreement shall constitute a breach of the Agreement. Any dispute concerning the performance of this Agreement which cannot be resolved at the operational level shall be referred to superior management and staff designated by each Party. Failing resolution at this level, EGE may ask the SIPA Board of Directors to address the dispute. If the dispute is not resolved after reference to the SIPA Board of Directors, the Parties



may use whatever procedures may be available, including but not limited to termination of the Agreement.

This Agreement is entered into as of the day and year set forth above.

John D. Conley, Executive Director
Statewide Internet Portal Authority

Date: _____

Name: Michael Whiting
Title: Board of Directors Chair
Entity: Southwest Colorado Council of Governments

Date: _____

Attachment: SIPA Contract 2013 EGE- Template-1 (1628 : State Internet Portal Authority (SIPA) Contract)

ITEM NO. (ID # 1639)

DATE: 02/7/2014

AGENDA REQUEST *

MEETING GROUP: Southwest Colorado Council of Governments

STAFF RESOURCE: Miriam Gillow-Wiles, Director

REQUESTING DEPT: Southwest Colorado Council of Governments

TYPE: SWCCOG Item

SUBJECT: Western Lands Institute Grant

BACKGROUND:

If successful, this grant will bring in consultants, provide money for staff time/energy, and help create plans as to how to make our regional economies of tourism, oil/gas, and agriculture more resilient in the face of a changing climate (which includes, but is not limited to fires, floods, and lower snow pack). This grant is due 15 Feb 2014. The City of Durango has loaned the SWCCOG a Best and Brightest Intern to help with this grant, and we have been compiling data for the last few weeks to put together a grant.

FISCAL IMPACT:

RECOMMENDED ACTION:

Give staff the go head to finish apply for the grant.

ATTACHMENTS:

- WLC Grant Info 01 (PDF)

Request for proposals for exploratory scenario planning grant

I. Background

Western Lands and Communities (WLC), a joint program between the Sonoran Institute and the Lincoln Institute of Land Policy, is seeking communities interested in using exploratory scenario planning to assist in a planning or community decision-making process that engages multiple stakeholders. Topics could include issues such as water resources, energy, and climatic variability or change, as well as how these issues may relate to land use planning or community futures.

Exploratory scenario planning is a creative, long-term planning method that can be used within a community's traditional planning processes to develop and implement plans, strategies, and actions in a manner that will help the community to be more resilient under an uncertain future. Exploratory scenarios are focused on what might occur in the future rather than value based visions of a desired future. Exploratory scenarios are created by anticipating the range of uncertainty about the future for forces and trends external to the community's control that may impact the community in the future. Using this anticipated range of possible future conditions, a set of plausible future scenarios is created. Policy decisions or actions the community is considering are then assessed against these plausible futures to understand how they may affect the ability of the community to achieve their desired goals or visions for the future. Using this assessment, strategies and actions can be identified that anticipate threats and opportunities for achieving the community's goals that may occur as the future unfolds.

In multi-stakeholder exploratory scenario planning, representatives of all the stakeholders are assembled to participate in the scenario building and assessment effort. In the multi-stakeholder setting, an important secondary result is the social learning, development of a common language for discussing the focus issue, and achieving alignment regarding the nature of the issue.

Although there are many examples of planning projects that involve multiple stakeholders, community-wide participation and/or controversial issues, planning processes that combine all of these characteristics are difficult to find. Examples of exploratory scenario planning projects incorporating some of the components of the type of projects sought by this RFP include:

- Phoenix Sonoran Preserve Plan. This project considered various options for acquiring, and funding the acquisition of, lands identified for inclusion in a large north Phoenix desert and mountain preserve. The majority of targeted lands were State Trust Land, but significant areas of private lands were also targeted.

- Rising Waters, the purpose of which was to strengthen the preparedness and adaptive capacity of the Hudson River Estuary Watershed to meet the impacts of climate change. More information is available here: http://www.nature.org/media/newyork/rw_070509_exec.pdf
- The Futures Project of the Middle Rio Grande Water Assembly. In this project the goal was to engage the local communities in a dialogue about water resources and thereby influence water management agencies to implement water accounting mechanisms. More information is available here: <http://www.waterassembly.org/futuresproject.htm>
- The Valley Futures project in California's Central Valley, the purpose of which was to raise public awareness of how decisions being made today lead to different outcomes that impact quality of life in California's Central Valley, and how altering the current decision making process can change these outcomes.

II. Purpose

The purpose of this project is to further develop the use of exploratory scenario planning in existing or proposed community-wide, multi-stakeholder long-term planning efforts within the context of uncertain futures and controversial issues.

III. Examples of community scenario planning projects

Examples of potential community level planning projects appropriate for exploratory scenario planning include comprehensive or large area land use plans, natural resource or recreational planning, resilience planning, water resource planning, transportation planning, water or sewer infrastructure planning, energy development or infrastructure siting, and climate change adaptation planning.

IV. Proposal Requirements

A. Address WLC's Areas of Interest

Projects should address Western Lands and Communities' three top areas of interest:

1. Use of exploratory scenario planning as a method within a larger planning process;
2. Multi-stakeholder engagement with community-wide participation; and
3. Involve a controversial issue of importance to the community.

B. Project strengths

Strong proposals will include:

- Description of the planning needs
- Rationale for using scenario planning in the process
- Identification of key stakeholders
- Letters of support for the project by key stakeholders
- Contribution of in-kind resources to facilitate convening and community-wide participation
- Description of a decision-making process to consider the results of an exploratory scenario planning project
- A project in which the results directly benefit, and are relevant to, a decision-making process that helps resolve a complex issue

C. Eligibility

The ideal proposal will involve a partnership of appropriate organizations. Groups eligible to apply include:

- Municipal, county or regional planning departments and agencies
- Community organizations
- Citizen coalitions
- Watershed organizations

D. Proposal Submission

Please submit your proposal via email to jmarlow@sonoraninstitute.org.

Exploratory Scenario Planning Grants

Applications will open December 15, 2013. Applications will close at 5 p.m., February 15, 2014. The application should cover the following:

- Project contact person (person responsible for reporting on project progress to WLC)
- Brief history of lead organization, its programs and services
- Project description and outcomes. Here you will describe the project in detail. What are the goals and objectives of conducting scenario planning? How will planning be implemented? What outcomes, both immediate and longer term, is the project expected to achieve?
- Lead organization qualifications, including list of partner organizations that will participate in this planning process

- Project budget, including other funding sources and how WLC staff and funds will be used
- Timeline indicating duration of key phases and project milestones. Please note that the exploratory scenario planning component of your project should be completed by March 1, 2015.
- Please limit your proposals to 5 pages in length. This proposal submitted is intended to initiate a discussion with details, final scope and workplan to be worked out in conjunction with WLC if your proposal is selected.

If you have questions regarding the grant application process, please contact Joe Marlow at 520-290-0828, ext. 1146.

V. Awards

Planning Grants

- The major portion of the award will be WLC's contribution of our staff time and expertise to design and lead a scenario planning exercise. WLC will also fund additional scenario planning expert consultants to assist in the exercise and provide an additional small grant directly to the applicant or local lead agency that can be used to cover some of the local costs associated with the exercise. Potentially available funds include:
 - A commitment of WLC staff time of up to 500 hours
 - Up to \$5,000 of consulting time from a scenario planning expert(s) to be chosen jointly by the applicant and WLC.
 - A one-year grant to the local community up to a maximum of \$10,000.
 - Grant funds can be used for local staff planning time, logistics costs, consultants, market research, economic analyses, etc.
 - Planning processes should reflect collaborative/multi-organization efforts with one lead organization designated to apply for WLC funds.

Role of Local Partners

- The applicant and other local partners are expected to serve as active participants in the exercise and dedicate adequate in-kind services to ensure a successful project. Local partners are responsible for:
 - Establishing the exercise, including working with WLC to specify the objectives and process
 - Creating any necessary advisory or stakeholder groups and handling any public information and advertising necessary
 - Planning and funding any necessary logistics

VI. Timelines

RFP issued: **December, 2013**

Pre Proposal Meeting: Will be arranged with each applicant

Grant applications and full proposals due: **February 15, 2014**

Proposal Evaluation: **February 15, 2014 through March 1, 2014**
Final grant decisions: **March 15, 2014**

WLC reserves the right to deviate from this schedule.

ITEM NO. (ID # 1643)

DATE: 02/7/2014

AGENDA REQUEST

*

MEETING GROUP: Southwest Colorado Council of Governments

STAFF RESOURCE: Miriam Gillow-Wiles, Director

REQUESTING DEPT: Southwest Colorado Council of
Governments

TYPE: SWCCOG Item

SUBJECT: Approval of Amendment to DOLA Sustainability Grant

BACKGROUND:

The formal approval should be available by the Board Meeting for approval.

FISCAL IMPACT:

RECOMMENDED ACTION:

ATTACHMENTS:

- 27 Jan 2014 EIAF 7030 SWCCOG Ammendment Request (PDF)

21 January, 2013



Ken Charles
 DoLA Regional Manager
 1000 Rim Drive
 Durango, CO 81301

Re: EIAF contract #7030 –Southwest Colorado Council of Governments

Dear Ken:

Per our recent discussion and the letter dated 8 January from Diane Von Dollen, I am writing to request an amendment to extend the contract completion date to **November 30 2014**, and revise the budgeted expenditures within the DOLA contract, EIAF 7030, with the Southwest Colorado Council of Governments "Sustainability Grant" as described in the Table below.

Project Status:

The Southwest Colorado Council of Governments (SWCCOG) has recently hired a full time Executive Director to help create policies, long term plans, and goals for a stable and sustainable SWCCOG. Two drawdown requests were sent in late December 2013 totaling about \$23,000. **Please change the Responsible Administrator to the SWCCOG Executive Director, Miriam Gillow-Wiles.**

Reasons for request:

Although DOLA awarded the grant in March of 2013, the SWCCOG's fiscal agent was unable to send in draw down requests due to a lack of information from the former acting Director. We have now sorted that out and requested ~\$23,000 for 2013.

The project consists of partially financing community and economic development projects for the Southwest Colorado Council of Governments (SWCCOG) (Contractor). The SWCCOG consists of local governments in state planning Region 9. We ask that the Project Description be modified as follows:

1. In collaboration with a qualified consultant(s), produce a Broadband operations and business plan, needed agreements, MOUs or IGAs and recommended policies for the Southwest Colorado Access network (SCAN). **Monitor the progress and results of the SCAN throughout the Calendar Year for each participating community and produce a bi-annual report to the DOLA.** The SWCCOG received a \$3.0 million grant to construct a local government, regional broadband infrastructure network (SCAN). This project will help ensure the sustainability and maintenance of the network by developing a business

model, plan and agreements to operate and maintain the system that is comprised of the various community systems. SWCCOG’s goal is for the SCAN to be self-sufficient and operate as an enterprise.

2. In collaboration with a qualified consultant(s), facilitate a discussion between SWCCOG members and staff that will help determine the best use of SWCCOG efforts and resources. In coordination with the regional housing organizations, the regional transit providers in the southwest and the regional senior services providers in the southwest, develop a data base of services, develop and select priorities and produce a web based information system and develop a strategic plan for the SWCCOG and its individual members as it relates to these three service areas referred to as Southwest Connect.
3. **Additionally, the SWCCOG requests that the grant contract makes eligible work performed by SWCCOG staff for work performed for the tasks in the contract Scope. This will be performed in lieu of consultants and will be a reimbursable expense. This is addition to the in-kind work performed by COG staff.**
4. **The SWCCOG will develop and implement a Supportive Housing Tool-Kit that will be used by local agencies to create permanent supportive housing and will continue to support housing emergency support services.**

We respectfully request the amendment to our budget as stated below which will transfer funds among the budgeted and approved categories.

| | | | |
|------------------------|-----------|----------------------|-----------|
| Original Budget | | | |
| <u>Revenues:</u> | | <u>Expenditures:</u> | |
| Grant | \$50,000 | Consultant Services | \$70,000 |
| Contractor Cash | 20,000 | Personnel costs | |
| Contractor In-kind | 32,000 | SWCCOG-staff | 32,000 |
| Total | \$102,000 | Total | \$102,000 |
| Proposed Budget | | | |
| <u>Revenues:</u> | | <u>Expenditures:</u> | |
| Grant | \$50,000 | Consultant Services | \$58,300 |
| Contractor Cash | 20,000 | SWCCOG Staff | |
| Contractor In-kind | 32,000 | Salary/Benefits | 11,700 |
| Total | \$102,000 | Personnel Cost | |
| | | SWCCOG-in-kind | 32,000 |
| | | Total | \$102,000 |

We appreciate your consideration of our request.

Sincerely,



Miriam C. Gillow-Wiles
Executive Director
Southwest Colorado Council of Governments
970-779-4592
director@swccog.org

cc: Laura Lewis-Marchino, Region 9
Scott Brandstetter, SWCCOG
Leslie Hentze, DOLA
Diane Von Dollen, DOLA

ITEM NO. (ID # 1631)

DATE: 02/7/2014

AGENDA REQUEST

*

MEETING GROUP: Southwest Colorado Council of Governments

STAFF RESOURCE: Miriam Gillow-Wiles, Director

REQUESTING DEPT: Southwest Colorado Council of
Governments

TYPE: SWCCOG Item

SUBJECT: Director's Report

BACKGROUND:

FISCAL IMPACT:

RECOMMENDED ACTION:

ATTACHMENTS:

- Director Report 7 Feb 2014 (DOCX)
- Web Page Screen Shot (JPG)

Director Report

To: SWCCOG Board of Directors
 From: Miriam Gillow-Wiles
 Date: 7 February 2014

Comments: This month has flow by, some of the things that stand out are:

Worker's Compensation Insurance – I discovered that the COG did not have Worker's Comp insurance when I requested a certificate of insurance for the Ft. Lyon grant. I have since requested a quote from CIRSA for liability insurance. At this point I do not have a quote, however we already have a relationship with CIRSA and we have no choice to have worker's comp. I will keep the board updated on how this changes the budget. We will do a budget amendment in March.

Website – The new website is almost up and running. I have attached a screen shot at about 60% size so the whole front page can be seen at once. I am very excited about having functioning website that can house all our data.

Dolores County and Cortez Visit – On the 28th I visited with the Dolores County Commissioners. We had a great visit and it was good to hear about the concerns and needs in the County. After several hours at the County I went and visited the Cortez City Council to talk about how the COG is moving forward and some of the new ideas/grants/growing programs we have and where the COG can go.

Meeting with Jen Lopez of DOLA/DOH – Jen and I met to discuss where housing funding is going, who is funding, and where the COG fits in. We also discussed the need to help define housing and what it meant to the board, so staff can move forward with different initiatives.

Finally, I will be taking vacation on Feb 13th and 14th as I will be busy riding my mountain bike through the Arizona desert for a very long twenty four hours. I will also be attending the CCCMA conference in Glenwood Springs from Feb 19th to 22nd. I will also be in Denver on Feb 24th – 26th for the Safe Routes to Schools Grant Board meeting as well as meeting the Directors of DRCOG and Pikes Peak COG. I will have email access during travel but I may not be able to respond immediately.

Director Report

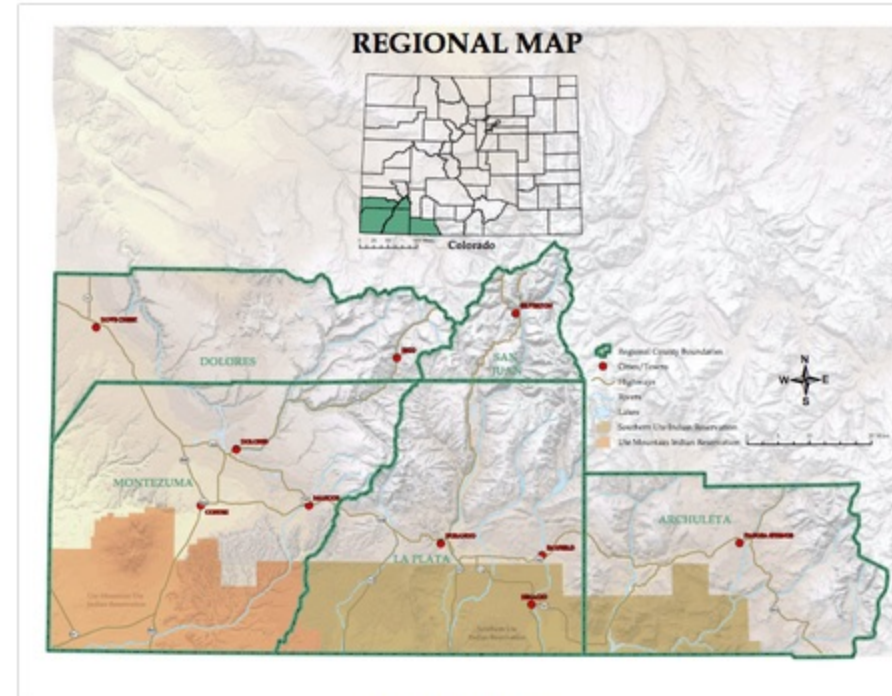
SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

MISSION

The SWCCOG will provide regional leadership on behalf of governments throughout Southwest Colorado by defining regional issues, advocating for mutual goals, and administering regional programs.

VISION

The SWCCOG will be the catalyst to promote quality of life, effective and efficient services, and leadership through regional communication, cooperation, planning, and action.



PDF version available here.

ABOUT SCCOG

The Southwest Colorado Council of Governments (SWCCOG) officially formed in December 2009, and intergovernmental agreements are currently in effect between fourteen governmental jurisdictions across the region. [Learn more](#)

HISTORY

The Region 9 Economic Development District of Southwest Colorado (Region 9) established a Regional Cooperation Committee (RCC) in 2008 and formalized the evolving conversation about forming a Council of Governments in Southwest Colorado. [Learn more](#)

LATEST NEWS

Jan 14, 2014
NEXT MEETING FOR SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

When: Friday, February 10, 2014 1:30 PM-3:30 PM.

Where: Anasazi Room, La Plata County Courthouse, Durango.

[View post](#)

ITEM NO. (ID # 1632)

DATE: 02/7/2014

AGENDA REQUEST

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MEETING GROUP: Southwest Colorado Council of Governments

STAFF RESOURCE: Region 9 EDD,

REQUESTING DEPT: Southwest Colorado Council of
Governments

TYPE: SWCCOG Item

SUBJECT: Responsible Administrator Report

BACKGROUND:

FISCAL IMPACT:

RECOMMENDED ACTION:

ATTACHMENTS:

- Feb 7 Responsible Administrator Report 2-7-14 (DOCX)

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

AGENDA SUBMISSION FORM
Southwest Colorado Council of Governments

| | | |
|---|------------------------------|--------------------------|
| Date of Board Meeting: Friday, February 7, 2014 | | <input type="checkbox"/> |
| Staff: Ed Morlan | Presentation Time: 2 minutes | <input type="checkbox"/> |
| Subject: Responsible Administrator Report | Discussion Time: 2 minutes | |

Reviewed by Attorney? Yes Attorney: _____ N/A No fiscal impact

Committee Approval _____ Yes N/A

Background:

The following activities occurred in December:

- Region 9 staff continued work on documents to address the payment of fees for internet services and emergency repair services from the local governments to the COG.
- 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.

Fiscal Impact:

Recommended Action:

This report is for the SWCCOG's information.

Accompanying Documents:

None

ADDITIONAL INSTRUCTIONS

None

Attachment: Feb 7 Responsible Administrator Report 2-7-14 (1632 : Responsible Administrator Report)

ITEM NO. (ID # 1633)

DATE: 02/7/2014

AGENDA REQUEST

*

MEETING GROUP: Southwest Colorado Council of Governments

STAFF RESOURCE: Rick Smith,

REQUESTING DEPT: Southwest Colorado Council of
Governments

TYPE: SWCCOG Item

SUBJECT: SCAN General Manager Report

BACKGROUND:

FISCAL IMPACT:

RECOMMENDED ACTION:

ITEM NO. (ID # 1635)

DATE: 02/7/2014

AGENDA REQUEST

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MEETING GROUP: Southwest Colorado Council of Governments

STAFF RESOURCE: Miriam Gillow-Wiles, Director

REQUESTING DEPT: Southwest Colorado Council of
Governments

TYPE: SWCCOG Item

SUBJECT: Housing Coordinator Report

BACKGROUND:

FISCAL IMPACT:

RECOMMENDED ACTION:

ATTACHMENTS:

- Housing Activities (DOCX)

February 2014 Housing Report:

Phoenix Committee: Consisting of donated funds intended to eliminate, prevent, or reduce harms associated with homelessness or unstable housing. Referrals for assistance come from partner agencies, and Committee members include advocates/case managers.

Phoenix Fund Financials:

- Approximately \$44,000 Spent to Date
- Approximately \$9,345 Remaining in Account

Activities to Date:

- 20 Households directly assisted with transitioning into permanent housing with average assistance provided being approximately \$572 per household
- 16 Households directly assisted with homelessness prevention with average assistance provided being approximately \$545 per household
- 27 Households directly assisted with temporary housing with average assistance provided being approximately \$677 per household*
- 9 Households directly assisted with transitional housing with average assistance provided being approximately \$492 per household**
- 9 Households assisted with miscellaneous / safety related expenses with average assistance provided being approximately \$129 per household***

*Temporary Housing in this context includes short-term lodging in motels, as well as 1-month payments for initial accommodations at Iron Horse Inn where many recipients of assistance have stayed long-term. This includes women transitioning out of corrections, and households not eligible for existing shelter services. Many Iron Horse tenants have remained long-term without needing additional financial assistance, or have transitioned into more stable housing. The term temporary housing is used because there is not a lease involved but does not necessitate a short duration.

**Transitional Housing assistance was exclusive to individuals reintegrating to the community from incarceration and payments went to Southwest Transitions

***Miscellaneous / Safety expenses include medication, transportation, vehicle repair, identification, camping gear, etc.

Supportive Housing Toolkit: This week the 2nd of 5 sessions took place, and was hosted in Durango. Non-metro communities from around the state continue to work hard at developing project concepts appropriate for their area.

Fort Lyon: It is our understanding 3 individuals from the region have accessed the program, and others are on the waitlist. Last week Division of Housing (DOH) presented to the Joint Budget

Committee in hopes of securing program funding for 2014-2015. Also, DOH is working to implement a priority system for referrals coming from Statewide Partners which could potentially expedite the process of admission for individuals in Southwest Colorado.

Veterans: 15 HUD-VASH (Veteran Affairs Supportive Housing) vouchers officially became available to veterans throughout the region who are chronically homeless, and have an identified need for case management. Similar to Section-8 vouchers, these subsidies enable tenants to pay 30% of their income toward rent, but have the additional benefit of support services. Outreach to Landlords will be essential to ensure recipients of vouchers can find a unit in the timeline necessary that also falls within HUD limits, and passes inspection.

ITEM NO. (ID # 1634)

DATE: 02/7/2014

AGENDA REQUEST

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MEETING GROUP: Southwest Colorado Council of Governments

STAFF RESOURCE: Miriam Gillow-Wiles, Director

REQUESTING DEPT: Southwest Colorado Council of
Governments

TYPE: SWCCOG Item

SUBJECT: Transit Coordinator Report

BACKGROUND:

FISCAL IMPACT:

RECOMMENDED ACTION:

ATTACHMENTS:

- Updates for Feb. SWCCOG Mtg (DOCX)
- Transit Council Meeting Minutes Jan 2014 (DOCX)

Updates for Feb. 7th SWCCOG Board Meeting

SWConnect:

Current interest from a Fort Lewis student for unpaid internship as Outreach Coordinator, looking into whether taking on this student would be feasible, manageable, and/or beneficial to SWConnect. Background information and future plans of SWConnect included in board pack for review.

Attachments:

SWConnect Portfolio

Regional Transit Coordinating Council

The RCC continues to focus on coordination and collaboration with the Statewide Transit Plan, TPR, and State Coordinating 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. We are holding meetings bi-monthly with next meeting tentatively scheduled for March 20th.

Attachments:

Jan. 29th RCC Meeting Minutes

Announcement for Feb. 19th, Statewide Transit Plan Transit Working Group Meeting #3

Transit Voucher Program

Program Policies and Procedures, Transit Provider Agreement, and Agency Agreement included for feedback and review. Continue to receive feedback from key stakeholders in transit. In the process of drafting attachments for Provider and Agency Agreements, and functional forms for program administration. Once finalized I will solidify participation, and finalize voucher pricing and reimbursement rates. Any feedback, input, or suggestions from board members are welcome.

See attached:

Policies and Procedures (draft)

Agency Agreement (draft)

Transit Provider Agreement (draft)

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

January 29th, 2013, 3:30 pm -4:30 pm

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

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

1. Introductions and Welcome

- Additions/Changes to the Agenda?
- Edits to Nov. 2013 Meeting Minutes?

2. Agency Updates from those in Attendance:

3. Transit Voucher Program:

- explanation, review of Policies and documentation requirements, request for Transit Providers to sign on.

4. Statewide planning:

The 3rd and final Transit Working Group meeting will be held Feb. 19th from 12-2pm. We will be discussing key findings, major service gaps and needs, and proposed preliminary strategies for addressing the issues identified in our region. Please plan on attending this very important meeting at the end of February (and lunch will be provided). If you are unable to attend or call in, please provide your feedback on these areas via email to Linda Rhine (lrhine@nelsonnygaard.com)

Updates from TPR meeting: Statewide plan is in the editing process- any interest in the data provided? Corridor profiles and proposed priority from the state?

- What is most useful aspect of our relationship with the TPR? What do you guys want to hear about from their meeting?

5. Regional Updates:

- Report from Jan. 24th SWTPR/ Statewide Transportation Plan meeting.
- Durango Transportation price changes
- Regional Transportation Survey: have survey results from TPR meeting (any questions?)
- Current or potential funding opportunities for regional transit
- Notice on CDOT FASTER gauging interest in “operating funding for regional bus services.
- Vote on whether to move TPR under SWCCOG in March

6. Upcoming meetings:

Statewide Transit Plan TWG (Transit Working Group) Meeting #3

La Plata County Fairgrounds (conference call availability) Feb. 19th, 12-2pm- lunch will be provided.

CDOT Transportation Safety Plan:

Durango- Jan. 30th, 9am-noon, Durango Public Library

Grand Junction- Jan. 28th, 9am-noon, Colorado Mesa University Center

7. **Adjourn, Next meeting:** *tentative for March 20th, 2014 @2:30*