

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

http://co.laplata.co.us

Friday, August 2, 2013

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. Call to Order
- II. Approval of Agenda
- III. Consent
 - June 2013 Financials

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

2. Minutes - June 2103

The Recommended Action is to: Approve Minutes on Consent Agenda

IV. Decision

- 1. Sustainability / Dues Spreadsheet
- MOU Between SWCCOG and R9 for SWConnect

The Recommended Action is to: Direct staff to move forward with the draft and concept of the MOU between Region 9 and SWCCOG to bring back to the board at the September 2013 meeting to include a full funding and staffing plan.

3. Telecom Project Reallocation

The recommended action is to approve the allocations as presented: A motion to reallocate the following funds; increase the Ignacio budget \$8,158.82, decrease the City of Cortez budget by \$42,793.89, decrease the Durango/La Plata budget by \$54,464.95, increase the Silverton/San Juan County budget by \$25,651.01, and increase the contingency budget by \$63,449.00.

4. Grant Applications

The Recommended Action is to allow staff to submit grants on behalf of the SWCCOG Priority Projects to El Pomar and to DoLA. 5. 2013 Audit Engagement Letter

The recommended action is to approve signature of the 2013 Audit Engagement Letter

6. Dr. Rick Smith - dba Arona Enterprises - Contract Extension

The Recommended Action is to approve a contract extension with Dr. Rick Smith (dba Arona Enterprises) from September 30, 2013 through December 31 2013.

V. Reports -

Reports - Telecommunications

- 1. Responsible Administrator Report
- 2. General Manager's Monthly Update

Reports - SWCCOG Priorities

3. Transit Council RFP and Project

The recommended Action is to: Allow SWCCOG staff to respond to the Transit Council RFP - filling the transit council staff position and completing the Transit Council grant and EIAF Grant obligations.

4. Report – Regional Housing/SWConnect

VI. Adjornment



ITEM NO. (ID # 1239)

DATE: 08/2/2013

AGENDA REQUEST *CONSENT

STAFF RESOURCE: Region 9 EDD,

REQUESTING DEPT: Southwest Colorado Council of

Governments

TYPE: Financial Report

SUBJECT: June 2013 Financials

BACKGROUND:

In your packet are the June financial reports produced through Quick books for the SWCCOG. The first page is the Combined Balance Sheet by Class through June showing \$16,031.55 in total assets and net income of -\$39,480.23 across the funds. The net income is negative due to printing of checks to entities but waiting for funds from DoLA for reimbursement. We will be preparing the next draw for June 2013 in order to keep our cash flow sufficient for the current builds and anticipated payables.

The second sheet is the Profit/Loss by Class from January 1 through June 30th followed by the Profit/Loss Budget vs. Actual. The final sheet is the SWCCOG bank statement for June 28th 2013, showing \$181,919.36 in the account as of June 28, 2013.

The Financials have been sent to the SWCCOG Treasurer for review. Scott Brandstetter, new SWCCOG bookkeeper, will not be attending, Shirley Jones, Region 9 EDD Accountant, will be at the meeting to answer any questions.

Other Financial updates:

Community Project Budgets and Statements will be prepared and distributed the week of Aug 5th, 2013. After the latest construction funds are reallocated and approved by the board, the administrative match for each entity will be calculated and invoiced.

At a future SWCCOG meeting, Region 9 EDD will address a suggested revisions to the SWCCOG articles of incorporation to include wording required by DoLA. We are waiting for that specific language from DoLA and request that any inquiries regarding this process be directed to Ken Charles.

FISCAL IMPACT:

RECOMMENDED ACTION:

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

ATTACHMENTS:

- June 2013 Balance Sheet (PDF)
- June 2013 P&L by Class (PDF)
- June 2013 P&L Budget vs Actual (PDF)
- June 2013 bank statement (PDF)

Southwest Colorado Council of Governments Combined Balance Sheet by Class June 2013

	100-General	200-All Hazards	830-Telecom	900-SCAN	TOTAL
ASSETS Current Assets Checking/Savings					
1001 · 1st Southwest Bank	-214,079.92	0.00	0.00	0.00	-214,079.92
Total Checking/Savings	-214,079.92	0.00	0.00	0.00	-214,079.92
Accounts Receivable 1200 · Accounts Receivable	4,959.50	18.67	220,428.19	4,705.11	230,111.47
Total Accounts Receivable	4,959.50	18.67	220,428.19	4,705.11	230,111.47
Other Current Assets 1090 · Due To/ Due From 1499 · Undeposited Funds 1550 · Prepaid expense	285,582.43 0.00 0.00	2,923.26 0.00 0.00	-293,865.87 0.00 0.00	5,360.18 0.00 0.00	0.00 0.00 0.00
Total Other Current Assets	285,582.43	2,923.26	-293,865.87	5,360.18	0.00
Total Current Assets	76,462.01	2,941.93	-73,437.68	10,065.29	16,031.55
TOTAL ASSETS	76,462.01	2,941.93	-73,437.68	10,065.29	16,031.55
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable 20000 · Accounts Payable	0.00	0.00	0.00	0.00	0.00
Total Accounts Payable	0.00	0.00	0.00	0.00	0.00
Other Current Liabilities 2200 · Deferred Revenue 2210 · Deferred Member Contributions	0.00 0.00	0.00 0.00	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
Total Current Liabilities	0.00	0.00	0.00	0.00	0.00
Total Liabilities	0.00	0.00	0.00	0.00	0.00
Equity 32000 · Retained Earnings Net Income	29,401.71 47,060.30	-2,443.10 5,385.03	21,986.92 -95,424.60	6,566.25 3,499.04	55,511.78 -39,480.23
Total Equity	76,462.01	2,941.93	-73,437.68	10,065.29	16,031.55
TOTAL LIABILITIES & EQUITY	76,462.01	2,941.93	-73,437.68	10,065.29	16,031.55

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

	100-General	200-All Hazards	830-Telecom	900-SCAN	TOTAL
Income					
4041 · All Hazards Grant	0.00	53,106.85	0.00	0.00	53,106.85
4952 · Region 9-Matching Funds	0.00	0.00	967.57	0.00	967.57
4955 · In Kind Project Match	0.00	0.00	34,554.52	0.00	34,554.52
Total Income	0.00	53,106.85	35,522.09	0.00	88,628.94
Gross Profit	0.00	53,106.85	35,522.09	0.00	88,628.94
Expense					
5200 · All Hazard Project	0.00	37,306.08	0.00	0.00	37,306.08
5401 · Software Maintenance (E-Tic)	0.00	0.00	0.00	700.00	700.00
5637 · SCAN GM	0.00	0.00	0.00	886.08	886.08
5638 · Region 9 EDD	0.00	0.00	1,935.14	0.00	1,935.14
5640 · Consulting	0.00	2,216.00	896.70	0.00	3,112.70
5641 · Regional Project Mgmt	0.00	0.00	1,740.51	0.00	1,740.51
5642 · Project Engineering & Mgmt	0.00	0.00	2,373.41	0.00	2,373.41
5643 · Transit	128.41	0.00	0.00	0.00	128.41
5645 · Project Construction	0.00	0.00	103,663.57	0.00	103,663.57
5646 · Housing Matching Fund Expense	4,384.83	0.00	0.00	0.00	4,384.83
5955 · In Kind Project expense	0.00	0.00	34,554.52	0.00	34,554.52
Total Expense	4,513.24	39,522.08	145,163.85	1,586.08	190,785.25
Net Income	-4,513.24	13,584.77	-109,641.76	-1,586.08	-102,156.31

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

January through December 2013

100-General

	.00 00		
Jan - Dec 13	Budget	\$ Over Budget	% of Budget
0.00			
0.00			
0.00			
0.00			
0.00			
0.00	25,000.00	-25,000.00	0.09
0.00			
0.00	11,000.00	-11,000.00	0.09
0.00			
28,000.00	28,000.00	0.00	100.0
0.00			
0.00			
38,000.00	38,000.00	0.00	100.0
0.00			
0.00			
66,000.00	102,000.00	-36,000.00	64.7
,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	
0.00			
0.00			
66,000.00	102,000.00	-36,000.00	64.7
	15,000.00	-15,000.00	0.0
0.00			
0.00			
0.00	300.00	-300.00	0.0
521.33	2,000.00	-1,478.67	26.1
85.07	2,000.00	-1,914.93	4.3
0.00			
691.20	3,000.00	-2,308.80	23.0
26.46	300.00	-273.54	8.8
0.00	120.00	-120.00	0.0
8,250.00	8,000.00	250.00	103.1
0.00	,		
	128.00	-128 00	0.0
			0.0
			100.0
			0.0
			100.0
·	2,093.00	0.00	100.0
	15 000 00	_15 000 00	0.0
	13,000.00	-10,000.00	0.0
	11 000 00	10 074 50	4.0
			1.2
	1,500.00	-1,500.00	0.0
	20 202 22	00 040 77	00.0
	38,000.00	-29,640.77	22.0
21,004.70	99,991.00	-78,986.30	21.0
44,995.30	2,009.00	42,986.30	2,239.7
	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	Jan - Dec 13 Budget	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0

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

January through December 2013

200-All Hazards

		200-All H	azards	
	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			
4005 · E-tics	0.00			
4010 · Grant-DOLA Admin	0.00			
4020 · Grant DOLA-Construction	0.00			
4040 · Grant-Transit	0.00		40= 400 40	10.00/
4041 · All Hazards Grant	109,909.52	237,376.00	-127,466.48	46.3%
4950 · Match-GOV Admin	0.00			
4951 · Match-GOV Construction	0.00			
4952 · Region 9-Matching Funds	0.00			
4953 · Housing Matching Funds	0.00			
4955 · In Kind Project Match	0.00			
4956 · Matching Funds-Other	0.00			
Total Income	109,909.52	237,376.00	-127,466.48	46.3%
Cost of Goods Sold	0.00			
5000 · Cost of Goods Sold				
Total COGS	0.00			
ross Profit	109,909.52	237,376.00	-127,466.48	46.3%
Expense				
5009 · Bookkeeper	0.00	5,000.00	-5,000.00	0.0%
5200 · All Hazard Project	101,749.69	191,282.00	-89,532.31	53.2%
5401 · Software Maintenance (E-Tic)	0.00			
5402 · Hardware Maint. (smart net)	0.00			
5410 · Rent	0.00			
5510 · Travel & Ent	0.00	1,000.00	-1,000.00	0.0%
5512 · Meeting Exp	0.00			
5514 · Professional Fees.	0.00	8,500.00	-8,500.00	0.0%
5515 · Legal Fees	0.00	4 000 00		/
5520 · Advertising	558.80	1,000.00	-441.20	55.9%
5521 · Website	0.00			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	100.00	400.00	0.00/
5532 · Postage	0.00	100.00	-100.00	0.0%
5535 · Printing/Reproduction	0.00	100.00	-100.00	0.0%
5540 · Membership/Sub	0.00			
5550 · Supplies	0.00			
5555 · Liability Insurance	0.00			
5637 · SCAN GM	0.00			
5638 · Region 9 EDD	0.00			
5639 · Infor Services-Project Mgmt	0.00 2,216.00	27 425 00	25 240 00	8.1%
5640 · Consulting	,	27,435.00	-25,219.00	0.1%
5641 · Regional Project Mgmt 5642 · Project Engineering & Mgmt	0.00 0.00			
5643 · Transit				
	0.00 0.00			
5644 · AmeriCorp Member 5645 · Project Construction	0.00			
5645 · Project Construction 5646 · Housing Matching Fund Expense	0.00			
5650 · training/conf	0.00	571.00	-571.00	0.0%
5955 · In Kind Project expense	0.00	37 1.00	-37 1.00	0.0%
Total Expense	104,524.49	237,376.00	-132,851.51	44.0%
ncome	5,385.03	0.00	5,385.03	100.0%
		0.00		100.076

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

January through December 2013

830-Telecom

		830-Tel	ecom	
	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			
4005 · E-tics	0.00			
4010 · Grant-DOLA Admin	9,839.94	29,314.00	-19,474.06	33.6%
4020 · Grant DOLA-Construction	292,042.71	1,260,840.00	-968,797.29	23.2%
4040 · Grant-Transit	0.00			
4041 · All Hazards Grant	0.00			0.00/
4950 · Match-GOV Admin	0.00	57,579.00	-57,579.00	0.0%
4951 · Match-GOV Construction	0.00	30,000.00	-30,000.00	0.0%
4952 · Region 9-Matching Funds	4,424.50	21,465.00	-17,040.50	20.6%
4953 · Housing Matching Funds	0.00	0.00	0.00	0.0%
4955 · In Kind Project Match	144,564.72	374,203.00	-229,638.28	38.6%
4956 · Matching Funds-Other	0.00	20,000.00	-20,000.00	0.0%
Total Income	450,871.87	1,793,401.00	-1,342,529.13	25.1%
Cost of Goods Sold	0.00			
5000 · Cost of Goods Sold	0.00			
Total COGS	0.00			
ross Profit	450,871.87	1,793,401.00	-1,342,529.13	25.1%
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			
5410 · Rent	0.00			
5510 · Travel & Ent	109.40	2,005.00	-1,895.60	5.5%
5512 · Meeting Exp	0.00	548.00	-548.00	0.0%
5514 · Professional Fees.	0.00			
5515 · Legal Fees	0.00	4,196.00	-4,196.00	0.0%
5520 · Advertising	0.00	216.00	-216.00	0.0%
5521 · Website	0.00	810.00	-810.00	0.0%
5525 · Audit	0.00			
5526 · Internet Connectivity (100 Mb)	0.00			
5527 · Internet & software	0.00	1,026.00	-1,026.00	0.0%
5528 · Fiber Locates	0.00			
5529 · Inter-Reg. Fiber Routes- leases	0.00			
5532 · Postage	0.00	35.00	-35.00	0.0%
5535 · Printing/Reproduction	0.00	107.00	-107.00	0.0%
5540 · Membership/Sub	0.00			
5550 · Supplies	0.00			
5555 · Liability Insurance	0.00			
5637 · SCAN GM	0.00			
5638 · Region 9 EDD	8,848.97	30,861.00	-22,012.03	28.7%
5639 · Infor Services-Project Mgmt	0.00	1,280.00	-1,280.00	0.0%
5640 · Consulting	1,367.10	175.00	1,192.10	781.2%
5641 · Regional Project Mgmt	21,337.43	22,233.00	-895.57	96.0%
5642 · Project Engineering & Mgmt	6,645.36	85,039.00	-78,393.64	7.8%
5643 · Transit	0.00			
5644 · AmeriCorp Member	0.00			
5645 Project Construction	433,634.21	1,260,840.00	-827,205.79	34.4%
5646 · Housing Matching Fund Expense	0.00	0.00	0.00	0.0%
5650 · training/conf	0.00			
5955 · In Kind Project expense	144,564.72	374,203.00	-229,638.28	38.6%
Total Expense	616,507.19	1,783,574.00	-1,167,066.81	34.6%
Income	-165,635.32	9,827.00	-175,462.32	-1,685.5%

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

January through December 2013

900-SCAN

		900-3	CAN	
	Jan - Dec 13	Budget	\$ Over Budget	% of Budget
Income				
4000 · Sales	2,055.00	8,055.00	-6,000.00	25.5%
4001 · Fiber Access (ramp) fee	0.00	23,200.00	-23,200.00	0.0%
4002 · Internet Usage	0.00	66,608.00	-66,608.00	0.0%
4003 · Internet Admin Fee	0.00	5,293.00	-5,293.00	0.0%
4005 · E-tics	8,400.00	8,400.00	0.00	100.0%
4010 · Grant-DOLA Admin	0.00	25,000.00	-25,000.00	0.0%
4020 · Grant DOLA-Construction	0.00	20,000.00	20,000.00	0.070
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			
•	0.00			
4953 · Housing Matching Funds 4955 · In Kind Project Match	0.00			
•				
4956 · Matching Funds-Other	0.00	100 550 00	100 101 00	7.70/
Total Income	10,455.00	136,556.00	-126,101.00	7.7%
Cost of Goods Sold 5000 · Cost of Goods Sold	333.75	6,041.00	-5,707.25	5.5%
Total COGS	333.75	6.041.00	-5,707.25	5.5%
Total COGS		0,041.00	-5,707.25	3.5 //
oss Profit	10,121.25	130,515.00	-120,393.75	7.8%
Expense	0.00			
5009 · Bookkeeper	0.00			
5200 · All Hazard Project	0.00			 -0.
5401 · Software Maintenance (E-Tic)	4,200.00	8,400.00	-4,200.00	50.0%
5402 · Hardware Maint. (smart net)	0.00	36,200.00	-36,200.00	0.0%
5410 · Rent	0.00			
5510 · Travel & Ent	0.00			
5512 · Meeting Exp	0.00			
5514 · Professional Fees.	0.00			
5515 · Legal Fees	0.00			
5520 · Advertising	0.00			
5521 · Website	0.00			
5525 · Audit	0.00			
5526 · Internet Connectivity (100 Mb)	0.00	15,000.00	-15,000.00	0.0%
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	20,200.00	20,200.00	0.070
5535 · Printing/Reproduction	0.00			
5540 · Membership/Sub	0.00			
	0.00			
5550 · Supplies				
5555 · Liability Insurance	0.00	25 000 00	00 577 70	0.70/
5637 · SCAN GM	2,422.21	25,000.00	-22,577.79	9.7%
5638 · Region 9 EDD	0.00			
5639 · Infor Services-Project Mgmt	0.00			
5640 · Consulting	0.00			
5641 Regional Project Mgmt	0.00			
5642 · Project Engineering & Mgmt	0.00			
5643 · Transit	0.00			
5644 · AmeriCorp Member	0.00			
5645 Project Construction	0.00			
5646 Housing Matching Fund Expense	0.00			
5650 · training/conf	0.00			
5955 · In Kind Project expense	0.00			
Total Expense	6,622.21	122,850.00	-116,227.79	5.4%
ncome	3,499.04	7,665.00	-4,165.96	45.6%
	=			

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

January through December 2013

TOTAL

	TOTAL			
	Jan - Dec 13	Budget	\$ Over Budget	% of Budget
Income				
4000 · Sales	2,055.00	8,055.00	-6,000.00	25.5%
4001 · Fiber Access (ramp) fee	0.00	23,200.00	-23,200.00	0.0%
4002 · Internet Usage	0.00	66,608.00	-66,608.00	0.0%
4003 · Internet Admin Fee	0.00	5,293.00	-5,293.00	0.0%
4005 · E-tics	8,400.00	8,400.00	0.00	100.0%
4010 · Grant-DOLA Admin	9,839.94	79,314.00	-69,474.06	12.4%
4020 · Grant DOLA-Construction	292,042.71	1,260,840.00	-968,797.29	23.2%
4040 · Grant-Transit	0.00	11,000.00	-11,000.00	0.0%
4041 · All Hazards Grant	109,909.52	237,376.00	-127,466.48	46.3%
4950 · Match-GOV Admin	28,000.00	85,579.00	-57,579.00	32.7%
4951 · Match-GOV Construction	0.00	30,000.00	-30,000.00	0.0%
4952 · Region 9-Matching Funds	4,424.50	21,465.00	-17,040.50	20.6%
4953 · Housing Matching Funds	38,000.00	38,000.00	0.00	100.0%
4955 · In Kind Project Match	144,564.72	374,203.00	-229,638.28	38.6%
4956 · Matching Funds-Other	0.00	20,000.00	-20,000.00	0.0%
Total Income	637,236.39	2,269,333.00	-1,632,096.61	28.1%
Cost of Goods Sold	000.75	0.044.00	5 707 05	F F0/
5000 · Cost of Goods Sold	333.75	6,041.00	-5,707.25	5.5%
Total COGS	333.75	6,041.00	-5,707.25	5.5%
ross Profit	636,902.64	2,263,292.00	-1,626,389.36	28.1%
Expense				
5009 · Bookkeeper	0.00	20,000.00	-20,000.00	0.0%
5200 · All Hazard Project	101,749.69	191,282.00	-89,532.31	53.2%
5401 · Software Maintenance (E-Tic)	4,200.00	8,400.00	-4,200.00	50.0%
5402 · Hardware Maint. (smart net)	0.00	36,200.00	-36,200.00	0.0%
5410 · Rent	0.00	300.00	-300.00	0.0%
5510 · Travel & Ent	630.73	5,005.00	-4,374.27	12.6%
5512 · Meeting Exp	85.07	2,548.00	-2,462.93	3.3%
5514 · Professional Fees.	0.00	8,500.00	-8,500.00	0.0%
5515 · Legal Fees	691.20	7,196.00	-6,504.80	9.6%
5520 · Advertising	585.26	1,516.00	-930.74	38.6%
5521 · Website	0.00	930.00	-930.00	0.0%
5525 · Audit	8,250.00	10,388.00	-2,138.00	79.4%
5526 · Internet Connectivity (100 Mb)	0.00	15,000.00	-15,000.00	0.0%
5527 · Internet & software	0.00	1,026.00	-1,026.00	0.0%
5528 · Fiber Locates	0.00	15,000.00	-15,000.00	0.0%
5529 · Inter-Reg. Fiber Routes- leases	0.00	23,250.00	-23,250.00	0.0%
5532 · Postage	0.00	263.00	-263.00	0.0%
5535 · Printing/Reproduction	0.00	607.00	-607.00	0.0%
5540 · Membership/Sub	250.00	250.00	0.00	100.0%
5550 · Supplies	0.00	300.00	-300.00	0.0%
5555 · Liability Insurance	2,693.00	2,693.00	0.00	100.0%
5637 · SCAN GM	2,422.21	25,000.00	-22,577.79	9.7%
5638 · Region 9 EDD	8,848.97	30,861.00	-22,012.03	28.7%
5639 · Infor Services-Project Mamt	0.00	1,280.00	-1,280.00	0.0%
5640 · Consulting	3,583.10	42,610.00	-39,026.90	8.4%
5641 · Regional Project Mgmt	21,337.43	22,233.00	-895.57	96.0%
5642 · Project Engineering & Mgmt	6,645.36	85,039.00	-78,393.64	7.8%
5643 · Transit	128.41	11,000.00	-10,871.59	1.2%
5644 · AmeriCorp Member	0.00	1,500.00	-10,671.59	0.0%
•	433,634.21	1,260,840.00	-1,500.00 -827,205.79	34.4%
5645 · Project Construction	·		· · · · · · · · · · · · · · · · · · ·	
5646 · Housing Matching Fund Expense	8,359.23	38,000.00	-29,640.77	22.0%
5650 · training/conf 5955 · In Kind Project expense	0.00 144,564.72	571.00 374,203.00	-571.00 -229,638.28	0.0% 38.6%
Total Expense	748,658.59	2,243,791.00	-1,495,132.41	33.4%
Income	-111,755.95	19,501.00	-131,256.95	-573.1%
			.31,200.00	=======================================

719-587-4200 or 866-641-FSWB (3792)

071 00065 01 ACCOUNT: DOCUMENTS:

XXXXXX2610 9

PAGE: 1 06/28/2013

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

30 2 7

FSB Non-Profit Checking ACCOUNT XXXXXX2610 LAST STATEMENT 05/31/13 146,514.82 140,266.80 2 CREDITS 53,826.73 AVG AVAILABLE BALANCE 140,266.80 7 DEBITS 18,422.19 AVERAGE BALANCE THIS STATEMENT 06/28/13 181,919.36 DEPOSITS - - -REF #....DATE.....AMOUNT REF #....DATE.....AMOUNT REF #....DATE.....AMOUNT 719.88 06/28 53,106.85 06/18 - - CHECKS - - -CHECK #..DATE.....AMOUNT CHECK #..DATE.....AMOUNT CHECK #..DATE.....AMOUNT 1287*06/17 6,185.00 1291 06/11 5,000.00 1279 06/13 26.46 700.00 1289 06/14 1280 06/18 1,115.00 1290 06/20 85.07 1281*06/20 5,310.66 (*) INDICATES A GAP IN CHECK NUMBER SEQUENCE - - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -TOTAL FOR TOTAL | Jan THIS PERIOD 08/18 YEAR TO DATE OGNIA \$.00 TOTAL RETURNED ITEM FEES: ***********

.....BALANCE

141,514.82

DAILY BALANCE

* CONTINUED * *

DATE...

06/13

.....BALANCE

141,488.36

140,788.36

DATE.....BALANCE

06/14



Alamosa • Center • Del Norte • Cortez Durango • Saguache • Pagosa Springs 720 Main St., PO Box 1139 • Alamosa, Colorado 81101

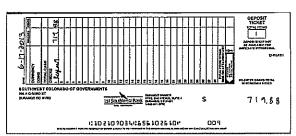
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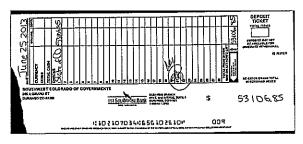
SW CO COUNCIL OF GOVERNMENTS WILLIAM TOOKEY
LAURA LEWIS MARCHINO

	FSB Non-Profit Checking ACCOUNT XXXXXX2610
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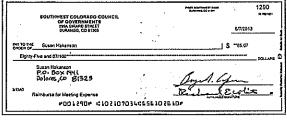




\$719.88 06/18/2013



1289 \$700.00 06/14/2013



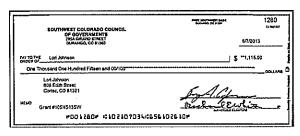
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1290 \$85.07 06/20/2013



1279 \$26.46 06/13/2013

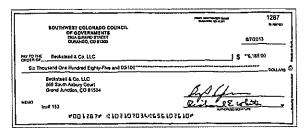


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1281 \$5,310.66 06/20/2013





ITEM NO. (ID # 1251)

DATE: 08/2/2013

AGENDA REQUEST *CONSENT

STAFF RESOURCE: Erica Keter,

Colorado Council **REQUESTING DEPT:** Southwest of

Governments

SWCCOG Minutes TYPE:

Minutes - June 2103 SUBJECT:

BACKGROUND:

1.A Draft

Southwest _ Colorado Council of Governments

Monthly Meeting, July 12, 2013

La Plata County Courthouse, Anasazi Room, 1:30 pm to 3:30 pm (To participate via teleconference, please call 661-673-8600 and then enter participant code 850589#)

Members Present:

Bryce Capron, Town of Dove Creek Michael Whiting, Archuleta

County Jess Smith, Archuleta County Joe Kerby, La Plata County Willy Tookey, San Juan County Ron LeBlanc, City of Durango Michelle Nelson, Town of Bayfield Chris Le May, Town of Bayfield Miriam Gillow-Wiles. Town Ignacio

Andrea Phillips, Town of Mancos Chris Tookey, Town of Silverton

Staff/Consultants:

Susan Hakanson Erica Keter Smith Dr. Rick Cynthia Aspen

Guests:

Tony Casale

Ken Charles, DOLA

Jeff Kazinski, SW Co. Local

Technology

AGENDA

1:30 pm I. Meeting Called to Order & Introductions: Bryce Capron Chair

Additions/Changes to the Agenda

Reallocation numbers (same as presented before) added to Decision Agenda

II. Consent Agenda

- A. Approval of Board Meeting Minutes for Friday June 7, 2013
- B. Financial Report for May, 2013

"Approve Consent Agenda with Minutes and Financials" Willy Tookey
Jess Smith

1:40 III. Decision

1. 2012 Financial Audit

The recommend action is to: Approve the 2012 Audited Financial Statements as presented.

SWCOOG Audit "Clean"; Auditor presented summary of findings in the audit with some supplemental information from Cynthia as Region 9 bookkeeper.

"Approve audit as presented"
Willy Tookey
Ron LeBlanc

2. Line Location Contract / Little Acres Locating
The recommended action is to: Approve the proposal from Little Acres
Locating to act as the location service for the SCAN project.

Will provide line location services for smaller communities without staff Local guy and business, from Cahone, CO. 3 notifications sent out to locator, community, and SCAN GM. Dr. Rick provided clarification on details of services provided by this individual, included payment (only when called), insurance (provided). If contract is approved, Dr. Rick will work with each community to determine specific line locator needs.

"Approve proposal as presented" Andrea Phillips Michelle Nelson

3. Reallocation of SCAN Grant Funds

Dr. Rick re-summarized the details of reallocation, all numbers still accurate from last month's meeting. Explanation of the cushion built into all budgets to avoid going over budget for each project.

"Approve reallocation proposal as presented." Ron LeBlanc Miriam Gillow-Wiles

IV. Discussion

Updated: 7/31/2013 1:32 PM by Susan Hakanson A

1. SWCCOG Sustainability and Transition Plan

Thoughts on presentation from SWCCOG Staff:

- should be "Transportation" instead of "Transit"
- Board members spoke in general support of a regional approach to many of the priorities of the SWCCOG.
- Desire to include Emergency Management in regional approach
- Would like to include representation from Montezuma County and Tribal Entities as well.
- Most entities expressed that timeline for collecting budgeting information on housing will need to be adjusted to fit entities timeline (more like Aug./ Sept.)
- Would start with requests that are smaller in nature and work toward changing contracts that are more solidified for next year after policy has been developed.
- Interest from ARC to look at if the SWCCOG can RUN housing on behalf of ARC, but need to get more specific information before we can fully transfer the funding mechanisms under the SWCCOG.
- Concern from Ron to include the TPR more intimately and also address related to freight moving into and out of our region.
- -Andrea mentioned "Charles Thompson" from USDA was interested in talking with the SWCCOG about regional food distribution etc...
 - talk about regional local food distribution "60 mile diet"
- -ARC is very committed to regionalizing Senior Services, very important for the county, although Housing and Transit very close behind
- Telecom/ IT/ GIS from a regional perspective would work well to supplement local GIS capacity.

Budget timelines needs to be moved up to Aug. for most entities if any changes need to be made.

After Looking at Dues and Financials:

- Would need to establish a more specific plan for getting to a place where the value added exceeds the amount paid in dues. Looking at a 2yr (ish) timeline for this to happen.
- favorable feelings from some of the smaller entities that they would see a greater value than these fairly quickly.
- Request for some information from Ken @ DOLA to speak to grant funding- aim for around 50,000- has to be for project development, can pay for an FTE if it is a project employee.
- Need to look at enhancing the investment in operation of the SCAN project.
- Ron is willing to put the proposed totals in the draft budget, but will need a better story from SWCCOG staff to defend it and keep it in there.
- Request to quantify future savings (investment logic and risk analysis) would be enough for ARC to support this investment.

Request to formalize a proposal and bring back more exact figures for the board.

To discuss more formally at Aug. meeting.

V. Reports -

Reports – Telecommunications

- 1. Responsible Administrator's Report
- 2. General Manager's Report
- 3. IT Shared Staff / Public Safety Working Group Report

Reports - SWCCOG Priorities

4. Transit Coordinating Council

No comments or questions

5. GIS

No comments or questions

6. CARO Meeting Update

No comments or questions

7. All-Hazards Grants Update

Report from Lori with updates on what 2015 funding will look like, \$120,000 for the region for Emergency Management Regionally.

VI. Adjornment

FISCAL IMPACT:

RECOMMENDED ACTION:

The Recommended Action is to: Approve Minutes on Consent Agenda

ATTACHMENTS:

Draft Minutes 0713 (PDF)

1.A Draft Agenda



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4. Transit Coordinating Council

No comments or questions

5. GIS

No comments or questions

6. CARO Meeting Update

No comments or questions

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Report from Lori with updates on what 2015 funding will look like, \$120,000 for the region for Emergency Management Regionally.

VI. Adjornment



ITEM NO. (ID # 1242)

DATE: 08/2/2013

AGENDA REQUEST *REPORTS

STAFF RESOURCE: Susan Hakanson,

REQUESTING DEPT: Southwest Colorado Council of

Governments

TYPE: SWCCOG Dues

SUBJECT: Sustainability / Dues Spreadsheet

BACKGROUND:

Dues:

The SWCCOG Board asked staff to produce various membership dues options for the Boards consideration and discussion. This spreadsheet continues to propose a 120,000 base from the SWCCOG membership for 2 years as general administrative support through the 2014, 2015 development phase.

Sustainability Planning:

At the June 2013 SWCCOG Board meeting, Vice Chair Michael Whiting, Archuleta County Commissioner offered assistance with the sustainability project. Michael, his collogue Will Neder and Susan Hakanson will meet on Thursday, August 1 to discuss the process. Information will be brought to the board for discussion.

Based on conversations with member jurisdictions, staff would like to include a timeline for funding and sustainability and a reporting mechanism whereas the SWCCOG would become more self-sustaining and / or reduce cost to jurisdictions or add benefit (financial) to offset any dues increase.

Reports on Sustainability Process:

Monthly Financial Reporting Continues

Quarterly: Financial reporting to the board, with sustainability of SWCCOG from program and cost reduction to jurisdictions.

June 2014- report to the board regarding sustainability and current cost and dues recommendations for 2015

June 2015 - report to the board regarding sustainability with sunset of 2014 Dues Schedule and proposal of new formula for funding post development stage.

Grant funded Regional Housing Coordination (Tony)

• Timeline:

- Regional asset mapping (on-going)
- Regional efficiency and feasibility assessment (on-going)
- Information gathering plan to include hard and soft costs for each entity (Aug. Sept. 2013)
- Talking with boards about budget process (Sept., Oct.) can be flexible...
- Completed Plan and Budget for Nov. SWCCOG meeting

Grant funded Regional Transportation Coordination

- Timeline:
- Regional asset mapping (on-going)
- Regional efficiency and feasibility assessment
- Information gathering plan to include hard and soft costs for each entity (Nov. ,Dec. 2013)
- Talking with boards about budget process (Feb., March 2014)
- Completed Plan and Budget for April SWCCOG meeting

AAA Coordination

Relationship with AAA, define roles and level of participation

- Timeline:
- Regional asset mapping, (current and on-going)
- Regional efficiency and feasibility assessment
- Information gathering plan to include hard and soft costs for each entity (Oct. Nov. 2013)
- Talking with boards about budget process (Mar. Apr. 2014)
- Completed Plan and Budget for June 2014. SWCCOG meeting

FISCAL IMPACT:

RECOMMENDED ACTION:

ATTACHMENTS:

- SWCCOG Proposed Administration Budget Working Document DRAFT2 (PDF
- Dues Worksheet (PDF)

SWCCOG Proposed Administration Budget Working Document DRAFT Total costs provided.

These costs can be accomplished with cash, grants in-kind, donations, etc.

Category	Narra	tive			
Project Director	The Executive Director of SWCCOG will serve as lead administrative agent for the organization. Duties include directing all activities of SWCCOG, including staff support of the SWCCOG Board; coordinating committee meetings; communication and coordination with member jurisdictions and other stakeholders; ensure implementation of the SWCCOG priorities; manage staff and consultant(s); identify long-term funding for SWCCOG. Base annual salary is \$70,000 + 29% fringe benefit rate.				
Administrative Staff	A half-time program assistant will be hired to provide overall assistance to the Executive Director in implementing the SWCCOG priorities. Duties will include administrative and meeting support, including meeting scheduling and logistic, taking minutes, managing SWCCOG network lists/database; assisting with outreach, including web and social media updates; and assisting with grant writing/development. Annual salary for the 0.5 FTE program assistance is \$20,000 + 29% fringe benefits.				
Bookkeeping Staff	A part-time accounting / bookkeeping staff person would fulfill all accounting duties to include daily activity and accounts payable/ receivable, balance sheet, grant compliance and reporting and reports to the board. Annual salary for the .25 to .33 FTE bookkeeping staff member would be \$15,000 + 29% fringe benefits.			\$19,35	
Budget Table for P Personnel:	ersonnel is as follows:	Total	2 nd Option		
Executive Directo					
	@ \$5,8330/mo.* 12 months	\$70,000	\$60,000		
fringe - 1.0 FTE ((29%): \$1,692/mo. for 12 months	\$20,300	\$17,400		
Executive Directo	r subtotal	\$90,300	\$77,400		
<u> </u>			1		
Program Assistan					
salary5 FTE @ \$1,667 for 12 months		#00.000			
•	2 \$1,667 for 12 months	\$20,000			
fringe – .5 FTE (2	2 \$1,667 for 12 months 29%): \$483 for 12 months	\$5,800	\$25000		
-	2 \$1,667 for 12 months 29%): \$483 for 12 months		\$25800		
fringe – .5 FTE (2	2 \$1,667 for 12 months 29%): \$483 for 12 months	\$5,800	\$25800		
fringe – .5 FTE (2 Program Assistar Bookkeeper	2 \$1,667 for 12 months 29%): \$483 for 12 months	\$5,800	\$25800		
fringe – .5 FTE (2 Program Assistar Bookkeeper salary33 FTE	© \$1,667 for 12 months 29%): \$483 for 12 months at subtotal	\$5,800 \$25,800	\$25800		
fringe – .5 FTE (2 Program Assistar Bookkeeper salary33 FTE	© \$1,667 for 12 months 29%): \$483 for 12 months at subtotal © \$1,250 for 12 months (29%): \$363 for 12 months	\$5,800 \$25,800 \$15,000	\$25800		
fringe – .5 FTE (2 Program Assistar Bookkeeper salary33 FTE fringe – .33 FTE	© \$1,667 for 12 months 29%): \$483 for 12 months at subtotal © \$1,250 for 12 months (29%): \$363 for 12 months otal	\$5,800 \$25,800 \$15,000 \$4,350	\$25800 \$94,800		

Category	Narra	tive
	Cost	
CIRSA	2693.00	
Audit	8000.00	
CORA	250.00	
Legal	6000.00	
		\$16,943

Program Costs: Grant Funded or Specific Member Coop. Staffing

	Cost	Grant (s)	Members?
SWConnect	20000	20000	
Regional Housing	32000	32000	
Regional Trasit	15000	11000	
Senior Services	2000	2000	
IT / SCAN	52000	25000	\$27000
GIS	12000	2000	\$10000
		\$90,000	\$37000

Other Direct C	Costs		
Office Operations	 Space? Utilities: Total office space: Office supplies: Printing: Cell Phone/communications: Equipment maintenance/rental: Total office operations: 	\$8000 \$1,600 \$500 \$250 \$1200 \$1,250	\$9,600 (if not per member jurisdiction)
Comm. Marketing	Web development for SWConnect:	\$2500	\$3300 \$2500
Travel*	Travel expenses include mileage costs for a meetings and outreach events: • Mileage (based on avg of 400 miles rate of \$0.555/mile): \$2,665 • Conference travel: 2 overnight confe	/month at federal mileage	\$3665
Meeting Expenses	Meeting expenses include costs for monthly meetings monthly SWCCOG committee meeting swccog Board: • SWCCOG COMMITTEES Total meeting expenses:		\$300

Category	Narrative	

Equipment	Equipment costs are for the purchase of a laptop for use by SWCCOG Director and at meetings/presentations. This is a one-time cost of \$1000 (based on on-line price estimates). \$1000	\$1000				
TOTAL EXPEN	NSES Without Member jurisdiction Partnership:	\$172,758				
	With Partnership Agreements:					

amount x % of population

	Base \$1000	population %	population <u>'</u>	<u> Fotals</u>	Base \$2000			Base \$2500)	
ARCHULETA										
Pagosa Springs	1000		2411.98	<u>\$3,411.98</u>	2000	2,116.00	<u>\$4,116.00</u>	2500	1955	<u>\$4,455.02</u>
Unincorporated	1000	0.1360	14464.89	<u>\$15,464.89</u>	2000	12,512.00	<u>\$14,512.00</u>	2500	11560	<u>\$14,060.14</u>
DOLORES										
Dove Creek	1000		1026.52	<u>\$2,026.52</u>	2000	920.00	<u>\$2,920.00</u>	2500	850	<u>\$3,350.01</u>
Rico	1000		370.11	<u>\$1,370.11</u>	2000	276.00	<u>\$2,276.00</u>	2500	255	\$2,755.00
Unincorporated	1000	0.0140	1486.01	<u>\$2,486.01</u>	2000	1,288.00	<u>\$3,288.00</u>	2500	1190	<u>\$3,690.01</u>
LA PLATA										
Bayfield	1000		3258.34	<u>\$4,258.34</u>	2000	2,852.00	<u>\$4,852.00</u>	2500	2635	<u>\$5,135.03</u>
Durango	1000		23584.88	<u>\$24,584.88</u>	2000	20,424.00	<u>\$22,424.00</u>	2500	18870	\$21,370.22
Ignacio	1000		973.45	\$1,973.45	2000	828.00	\$2,828.00	2500	765	\$3,265.01
Unincorporated	1000	0.4000	42428.21	<u>\$43,428.21</u>	2000	36,800.00	<u>\$38,800.00</u>	2500	34000	<u>\$36,500.40</u>
MONTEZUMA										
Cortez	1000		11846.21	<u>\$12,846.21</u>	2000	10,304.00	<u>\$12,304.00</u>	2500	9520	\$12,020.11
Dolores	1000		1307.25	<u>\$2,307.25</u>	2000	1,104.00	<u>\$3,104.00</u>	2500	1020	\$3,520.01
Mancos	1000	0.0180	1865.9	<u>\$2,865.90</u>	2000	1,656.00	<u>\$3,656.00</u>	2500	1530	<u>\$4,030.02</u>
SAN JUAN										
Silverton	1000		889.65	<u>\$1,889.65</u>	2000	736.00	<u>\$2,736.00</u>	2500	680	<u>\$3,180.01</u>
Unincorporated	1000	0.0010	86.59	<u>\$1,086.60</u>	2000	92.00	<u>\$2,092.00</u>	2500	85	<u>\$2,585.00</u>
		0.9990								
GRAND TOTAL	\$14,000	92000.0000	\$106,000.00	<u>\$120,000.00</u>	\$28,000	91,908.00	\$119,908.00	\$35,000	\$84,915	<u>\$119,916.00</u>



ITEM NO. (ID # 1244)

DATE: 08/2/2013

AGENDA REQUEST *DISCUSSION ITEMS

STAFF RESOURCE: Susan Hakanson,

REQUESTING DEPT: Southwest Colorado Council of

Governments

TYPE: SWCCOG MOU

SUBJECT: MOU Between SWCCOG and R9 for SWConnect

BACKGROUND:

SWConnect has become an important part of organizing and mapping the SWCCOG priority areas of Transportation, Housing and Seniors - as well as other non-profit and governmental organizations working in Early Childhood, Health, Emergency Services and other human service related fields.

SWConnect is part of the grants and projects of the Transit Council grant as well as the EIAF grant. As an important part of the SWCCOG communication and efficiency plan, staff's recommendation that SWCCOG work to develop a sustainability plan with Region 9 to ensure the long term viability of SWConnect.

Staff will begin to work with SWConnect to help assist any member district with web site development and updates.

FISCAL IMPACT:

RECOMMENDED ACTION:

The Recommended Action is to: Direct staff to move forward with the draft and concept of the MOU between Region 9 and SWCCOG to bring back to the board at the September 2013 meeting to include a full funding and staffing plan.

ATTACHMENTS:

SWConnect Consortium MOU (DOCX)

SWConnect Partnership for Community Enhancement

Memorandum of Understanding DRAFT

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 (Region 9 EDD)

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 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 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
SWCCOG, Department of Local Affairs Grant - \$20,000
San Juan Basin Health Department, Drug Free Communities Grant- \$1,200

Secured Funding for 2014:

San Juan Basin Area Agency on Aging - \$3,000 United Way - \$2,500 (x 2yrs, '14 and '15)

Pending and In Process funding requests for 2014:

El Pomar SW Council: requested \$40,000

Gates Family Foundation:

El Pomar: (Susan)

Tobacco and Rx: Cathy Cowles...

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 for211 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 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
- > Identification of financial resources to support SWConnect
- > Human resource services including supervision for recruiting, hiring, and firing
- > Staff computers with appropriate software and internet access
- Access to telephone, copier, printer, fax machine and office supplies for the program.
- Outreach to key stakeholders in community networks to provide a diverse, balanced representation within the consortium.
- > Facilitation of consortium meetings and communication
- > Development and approval of consortium bylaws
- Facilitation of SWConnect's Strategic Planning
- > Facilitation of the consortium's annual evaluation of SWConnect
- Updates, modification and annual renewal of this Memorandum of Understanding

Region 9 Economic Development District will provide funding support and facilitation for SWConnect. This will include:

- ? Liability insurance for SWConnect activities and staff
- ➤ Identification of financial resources to support SWConnect
- > Application for funding on behalf of SWConnect
- On-going financial support as needed
- Charging an admin fee not to exceed %15 of funds processed

Community Sector Representatives will advocate and represent their interests within the Consortium to benefit 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

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.



ITEM NO. (ID # 1240)

DATE: 08/2/2013

AGENDA REQUEST *DECISION

STAFF RESOURCE: Rick Smith,

REQUESTING DEPT: Southwest Colorado Council of

Governments

TYPE: Reallocation

SUBJECT: Telecom Project Reallocation

BACKGROUND:

On July 12, 2013, the Board approved reallocation of construction funds from one community budget to another based on the priorities to: 1) Complete the builds in the communities, 2) Complete additional projects in Durango / La Plata and Cortez that are extensions of their projects.

These reallocations require further changes, as shown (highlighted in yellow) on the attached "Telecom Grant Community Construction Funds - Budgets & Reallocation Spreadsheet" in order to fulfill the above priorities and complete the approved builds. This spreadsheet also shows each entity's construction funds expended as of 6/30/2013 and construction funds remaining **after the recommended reallocation**. Please note the Construction Funds Remaining column (highlighted in blue) shows the total construction amount left, including the grant (75%) & community (25%) portions.

FISCAL IMPACT:

RECOMMENDED ACTION:

The recommended action is to approve the allocations as presented: A motion to reallocate the following funds; increase the Ignacio budget \$8,158.82, decrease the City of Cortez budget by \$42,793.89, decrease the Durango/La Plata budget by \$54,464.95, increase the Silverton/San Juan County budget by \$25,651.01, and increase the contingency budget by \$63,449.00.

ATTACHMENTS:

Telecom Grant Community Construction Funds - Budgets & Reallocation Spreadsheet (PDF)



Southwest Colorado Access Network (SCAN) SB 232 Telecom Grant Community Construction Funds - Budgets & Reallocation

Community	100% Total Project onstruction - Original	Reallocation Approved on 7/12/2013	Reallocation Submitted for Approval 8/2/2013	C	New* 100% Total Project onstruction - after all eallocations	Expended as of 6/30/2013		R	Construction Funds Remaining - includes Grant (75%) & Community (25%) Portions	
Town of Ignacio	\$ 99,512	(76,084.26)	8,158.82	\$	31,586.56	\$	26,086.56	\$	5,500.00	
City of Cortez	\$ 1,042,605	83,655.53	(42,793.89)	\$	1,083,466.98	\$	846,289.26	\$	237,177.72	
City of Durango/La Plata County	\$ 634,072	106,470.67	(54,464.95)	\$	686,077.72	\$	508,341.90	\$	177,735.82	
Town of Dolores	\$ 57,705			\$	57,705.33	\$	11,121.46	\$	46,583.87	
Town of Silverton	\$ 55,357	23,742.34	12,825.51	\$	91,925.18	\$	75,539.39	\$	16,385.79	
San Juan County	\$ 55,357	23,742.34	12,825.51	\$	91,925.18	\$	75,539.39	\$	16,385.79	
Town of Dove Creek	\$ 68,885			\$	68,885.33	\$	2,078.87	\$	66,806.46	
Dolores County	\$ 68,885			\$	68,885.33	\$	2,078.87	\$	66,806.46	
Town of Mancos	\$ 55,511	16,132.80		\$	71,643.47	\$	15,214.70	\$	56,428.77	
Town of Rico	\$ 80,261	(80,261.00)		\$	-			\$	-	
Town of Bayfield	\$ 409,763	172,941.13		\$	582,703.80	\$	246,329.96	\$	336,373.84	
Town of Pagosa Springs	\$ 424,691	(92,093.77)		\$	332,597.56	\$	130,215.15	\$	202,382.41	
Archuleta County	\$ 424,691	(92,093.77)		\$	332,597.56	\$	130,215.15	\$	202,382.41	
Contingency	\$ 52,703	(86,152.00)	63,449.00	\$	30,000.00			\$	30,000.00	
Total Budget	3,530,000.00	-	(0.00)		3,530,000.00		2,069,050.66		1,460,949.34	



ITEM NO. (ID # 1243)

DATE: 08/2/2013

AGENDA REQUEST *DECISION

STAFF RESOURCE: Susan Hakanson,

REQUESTING DEPT: Southwest Colorado Council of

Governments

TYPE: SWCCOG Grant

SUBJECT: Grant Applications

BACKGROUND:

Staff is working on projects and related grant funding that is tied to the ongoing sustainability plan as well as to the EIAF DoLA Grant objectives.

Staff would like to submit a request to the regional El Pomar committee to help in funding the SWConnect project as it relates to completion of the SWCCOG objectives.

Staff would also like to submit a grant to DoLA in the amount of \$50,000 to be utilized for program and project development to further the priority areas set out by the SWCCOG Board. This grant is due on September 1.

FISCAL IMPACT:

RECOMMENDED ACTION:

The Recommended Action is to allow staff to submit grants on behalf of the SWCCOG Priority Projects to El Pomar and to DoLA.

ATTACHMENTS:

- El Pomar Grant (2) (DOCX)
- SWCCOG Prorgram Coordinator Job Description (DOCX)

 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:

SWCCOG:

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 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 in 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. 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. 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. 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, marking the first full time staff member of SWConnect. With dedicated staff time, the 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 and SWConnect Coordinator, we have been able to double our full time staff, which has allowed for 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 an 8% 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 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, 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:

Many agencies in our rural area serve multiple counties through one centralized location. Due to limited resources in our region, 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. 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. This also leads to case managers and other service providers often struggling when searching for services to support their clients. Overall, 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.

Solutions:

SWConnect is an online community resource portal working to map local assets in an effort to streamline access to information and minimize or eliminate barriers in receiving services. In order to thrive civically, socially, and economically in the 21st century communities have integrated technology into their daily life and work in progressive and inventive ways. Currently, SWConnect contains a detailed mapping of a portion of assets and resources in our community, and has partnered with United Way and Colorado 211 to make this information available via phone as well. In an attempt to generate reliable, current information in the prevailing form, SWConnect works to adhere to journalistic principles in the content we provide. 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 to, from and by all community members without inherently excluding any interest, age, capability, or demographic; and rely on input and feedback from community members to form an accurate picture and collective investment in the resources, needs, and desires of our community.

Contributions (to the community)-

SWConnect has consistently worked in a collaborative nature with agencies and organizations in our region, as our mission relies heavily on community involvement. 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 or other volunteer assistance
- 6. Maintain and expand relationship with Fort Lewis College internship program

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
- -A list of governing body members, such as board of directors: Attached
- Statement of grant request approval by the applicant's governing body: Attached
- Endorsement of outside authorities, and copies of regulatory agency approvals, if appropriate
- Organization's three most recent years of audited financial statements and latest Form 990-SWConnect has been acting under the umbrella of the Durango Adult Education Center, and is just now moving under the SWCCOG. Audited financial statements will be attached for the SWCCOG.

Southwest Colorado Council of Governments (SWCCOG)-Program Coordinator

Position: SWCCOG Project Coordinator **Reports to:** SWCCOG Executive Director

Southwest Colorado Council of Governments is currently in the process of expanding its service to our region through more integrated involvement in our priority areas of Housing, Transportation, Seniors, Telecom/ IT, Environmental, and Tourism. The SWCCOG Program Coordinator will work with regional service providers to explore ways in which SWCCOG can support, improve, and/or expand the regional capacity of service delivery in these areas.

Desired Skills and Qualifications:

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

Duties and Responsibilities:

The SWCCOG Project Coordinator's duties include but are not limited to:

- Advance current identified priorities of SWCCOG
 - > Pursue funding to support the needs of priority projects
 - Facilitate development of SWConnect Consortium
 - ➤ Utilize applications of SWConnect to advance regional projects
 - Facilitate and advance priorities of Regional Transit Coordinating Council
 - ➤ Implement regional voucher program as pilot for Regional Transportation
 - ➤ Coordinate contracted employees, hired staff, and interns
 - Explore ways to increase efficiency and effectiveness of regional service delivery
 - > Develop implementation plans for the regionalization of each priority area
 - Maintain and expand collaborative relationships between SWCCOG and service providers
 - ➤ Maintain and expand collaborative relationships to meet Region 9 EDD programs and projects
 - Other duties as assigned



ITEM NO. (ID # 1237)

DATE: 08/2/2013

AGENDA REQUEST *DECISION

STAFF RESOURCE: Susan Hakanson,

REQUESTING DEPT: Southwest Colorado Council of

Governments

TYPE: SWCCOG Contract

SUBJECT: 2013 Audit Engagement Letter

BACKGROUND:

In your packet is an audit engagement letter from Beckstead & Co., LLC, confirming the services they will provide Southwest Colorado Council of Governments for the year ending December 31, 2013. Beckstead & Co., LLC will audit the financial statements of the governmental activities, the major fund, and the related notes to the financial statements, which collectively comprise the basic financial statements of Southwest Colorado Council of Governments as of and for the year ending December 31, 2013.

FISCAL IMPACT:

As presented

RECOMMENDED ACTION:

The recommended action is to approve signature of the 2013 Audit Engagement Letter

ATTACHMENTS:

• 2013 Audit Engagement Letter (PDF)



Beckstead & Co., LLC
566 S. Asbury Ct. Grand Junction, CO 81504 (970) 462-7707 (970) 462-7709 (fax)
www.becksteadcpa.com

July 17, 2013

Management and Board of Directors
Southwest Colorado Council of Governments
Via Email: projects@scan.org

We are pleased to confirm our understanding of the services we are to provide Southwest Colorado Council of Governments for the year ending December 31, 2013. We will audit the financial statements of the governmental activities, the major fund, and the related notes to the financial statements, which collectively comprise the basic financial statements of Southwest Colorado Council of Governments as of and for the year ending December 31, 2013. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Southwest Colorado Council of Governments' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational. economic, or historical context. As part of our engagement, we will apply certain limited procedures to Southwest Colorado Council of Governments' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison.

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.



Beckstead & Co., LLC
566 S. Asbury Ct. Grand Junction, CO 81504 (970) 462-7707 (970) 462-7709 (fax)
www.becksteadcpa.com

July 17, 2013 Southwest Colorado Council of Governments Page 2

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.



Beckstead & Co., LLC
566 S. Asbury Ct. Grand Junction, CO 81504 (970) 462-7707 (970) 462-7709 (fax)
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July 17, 2013 Southwest Colorado Council of Governments Page 3

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Southwest Colorado Council of Governments' compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We expect to begin our audit on approximately April 28, 2014 and to issue our reports no later than July 31, 2014. Todd Beckstead is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$7,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses on the following schedule.

75% billed at completion of fieldwork	\$ 5,625
25% billed at delivery of audited financial statements	 1,875
	 7.500

In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Southwest Colorado Council of Governments and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours, BECKSTEAD & CO., LLC	
70801/2	
Todd Beckstead, CPA, CFE	
RESPONSE:	
This letter correctly sets forth the understar	nding of Southwest Colorado Council of Governments.
Signature	Title



ITEM NO. (ID # 1241)

DATE: 08/2/2013

AGENDA REQUEST *DECISION

STAFF RESOURCE: Susan Hakanson,

REQUESTING DEPT: Southwest Colorado Council of

Governments

TYPE: SWCCOG Contract

SUBJECT: Dr. Rick Smith - dba Arona Enterprises - Contract

Extension

BACKGROUND:

Dr. Rick Smith, dba Arona Enterprises, has been under contract as the GM for the SCAN project. Dr. Rick's current extension will expire on September 30, 2013. The SCAN project construction is underway across the region, and is slated to be complete in November of 2013. Staff requests that Dr. Smith remain in the role of GM until such time as the project is complete or no later than December 31, 2013.

FISCAL IMPACT:

RECOMMENDED ACTION:

The Recommended Action is to approve a contract extension with Dr. Rick Smith (dba Arona Enterprises) from September 30, 2013 through December 31 2013.

ATTACHMENTS:

- Dr. Rick Smith Contract Extension 9-3-13 (DOCX)
- GM Contract Arona Enterprises signed (PDF)
- Dr. RSmith Contract Amendment signed 2-13 (PDF)
- Dr. RSmith Contract Extension signed 1-13 (PDF)



Contract for Service Between

Southwest Colorado Council of Governments

and

Dr. Rick Smith dba Arona Enterprises

Contract Extension

The current contract expiring on September 30, 2013 can be extended by mutual written agreement. The term is hereby extended to December 30, 2013 under the same scope of work, terms and conditions.

Χ	
Dr. Rick Smith,	
Arona Enterprises	

Bryce Capron
Board Chair, SWCCOG

Independent Contractor Agreement Between The Southwest Colorado Council of Governments And Arona Enterprises

This contract is entered into on January 20, 2012 (the "effective date"), between the Southwest Colorado Council of Governments ("SWCCOG"), a political subdivision of the State of Colorado, whose address is 295A Girard St. Durango CO 81303, and Arona Enterprises ("Arona"), a limited liability company, whose address is 1067 N. Cedar Dr. Bayfield, CO 81122.

Purpose

The purpose of this contract is to describe the independent contractor agreement by which Arona will perform general manager services for the SWCCOG's SCAN project.

Term and Conditions

The term for this contract is 6 months, commencing January 20, 2012 and ending July 19, 2012. It may be extended at any time by mutual written consent.

Additional Documentation

Arona shall complete within 15 days of the effective date of this contract the documentation enumerated in the request for proposals regarding: a) certification of compliance with prohibition of employ or contract of illegal aliens, b) proof of carrying professional liability insurance, c) provision of worker's compensation and d) a W9 form. Arona's Federal employer I.D. number or social security number is as follows: 45-4079649. Arona shall maintain professional liability insurance and worker's compensation insurance and all required business licenses during the length of the contract.

Consideration

For performance of services set forth in Attachment A, SWCCOG will pay Arona \$7,000 per month for each of the full months that services are provided under this contract. The payment is the full compensation to Arona which shall bear all expenses incurred to accomplish the scope of work including any travel expenses, except that the SWCCOG may at its sole discretion cover authorized travel expenses when Arona is asked by the Responsible Administrator to represent the SCAN project outside the southwest Colorado region. Payments for January and July shall be pro-rated based on the proportion of the month covered by the contract term.

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

Any revenues developed from telecommunication services provided by the SCAN project and its partners or any of the contractor's activity covered by the description of the work shall be solely owned by SWCCOG and shall be used as it solely determines.

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

The total amount of funds to be paid to Arona under this contract for services and authorized expenses will not exceed \$55,000, unless otherwise agreed in writing.

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

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Description of Work

Please see Attachment A for a detailed scope of work.

Independent Contractor/ Not An Employee

It is understood through this contract that Arona is contracting with SWCCOG to provide specific services and this contract should in no way be interpreted that Arona is an employee of the SWCCOG.

Arona shall perform said services in its own way in the pursuit of its independent calling and not as an employee of SWCCOG, and shall be solely responsible for the means and methods and the proper performance of the services in compliance with the terms, requirements, and specifications of this Agreement. Contractor and any persons employed or retained by Contractor for the performance of services hereunder shall be independent contractors and not employees or agents of the SWCCOG. Arona shall not be under the control of SWCCOG or its employees as to the means or manner by which such result is to be accomplished. It shall be a condition of this Agreement that Arona shall be responsible for meeting the program expectations of SWCCOG, and the terms, requirements, and specifications established herein, in the performance of services hereunder to the satisfaction of the SWCCOG.

Arona shall have no claim against the SWCCOG hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Arona shall be solely responsible for meeting all applicable withholding, tax, and insurance requirements.

Ownership of Work Product

SWCCOG shall be the owner of information gathered and developed during the SCAN project. Subsequent use of such information by Arona shall require the advance written approval of the SWCCOG.

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

Equal Employment Opportunity

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

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

Records

Arona shall maintain records that indicate the date, time, and nature of the services rendered. Arona shall make available for inspection by the SWCCOG all records, books of account, memoranda, and other documents pertaining to the SWCCOG upon reasonable request. SWCCOG, or a duly authorized representative from SWCCOG shall until three (3) years after final payment under this contract agreement have access to and the right to examine any of Arona's directly pertinent books, documents, papers, or other records involving transactions related to this contract agreement. Additionally, pursuant to Section 6 of the SWCCOG procurement policy:

- **6.11.1** Audit of Cost or Pricing Data. The SWCCOG may, at reasonable times and places, audit the books and records of any contractor who has submitted all cost or pricing data pursuant to the Policy to the extent that such books, documents, papers, and records are relevant to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required, shall maintain such books, documents, papers, and records that are pertinent to such cost or pricing data for three (3) years from the date of final payment under the contract.
- **6.11.2** Audit of Contractor. The SWCCOG shall be entitled to audit the books and records of any contractor or subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers and records are relevant to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract.
- **6.11.3 Contractor Records.** If a contract is being funded in whole or in part by assistance from a federal agency, then the contractor or subcontractor at any tier are required to maintain for three (3) years from the date of the final payment, or as required by the grantor, all books, documents, papers, and records pertinent to the contract; and to provide to the SWCCOG, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers, and records for the purposes of examining, auditing, and copying them.

<u>Insurance</u>

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

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

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Conflict of Interest

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

Arona shall disclose any potential conflicts of interest with the SCAN project regarding other employment, contracts or representation related to telecommunications. The SWCCOG board may immediately terminate this contract if it determines that there is a conflict of interest with the project.

The parties acknowledge that Dr. Rick Smith, co-owner of Arona is currently serving as a non-compensated Board Member of the EAGLE-Net Alliance, a Colorado intergovernmental entity (EAGLE-Net) and may continue in that capacity, recusing himself from any discussions or decisions involving the SCAN project. Any other engagement directly with EAGLE-Net as an employee, contractor, consultant or advisor that involves financial compensation shall be prohibited. Notwithstanding this prohibition, Arona may provide services directly to the SCAN project which may also benefit EAGLE-Net and which may be subject to a contract between the SCAN project and EAGLE-Net.

Agreement not to Compete

- a. Prohibited Actions. During the applicable time period specified in sub-paragraph c. below, Arona (meaning herewith Arona as a business, its officiers and employees) will not compete with the SCAN project, which means Arona will not: (i) convert for personal benefit any business opportunity Arona knows or has reason to know the SCAN project is pursuing or would be interested in pursuing; (ii) become associated (directly or indirectly) with any of the SCAN project's Competitors; or (iii) for Arona 's own benefit, or for the benefit of any of the SCAN project's Competitors or any other person or business, solicit or accept any business from any of the SCAN project's Existing or Prospective Customers.
- b. Definitions. The SCAN project's "Competitors" include any business whose services or products compete with or are substantially similar to the SCAN project's services or products and that operates an office that does business or solicits customers within the noncompete area specified in sub-paragraph d. below anytime during the 2 years immediately preceding the termination of this Contract with the SCAN project without being granted a release by the SCAN project for that specific competition. "Becoming associated with" includes, without limitation, performing any service for, receiving any compensation from or holding any ownership interest in any of the SCAN project's Competitors, or having any such obligation or right. The SCAN project's "Existing Customers" are all people and businesses with which the SCAN project does any business or provides any products or services while Arona is contracted with the SCAN project. The SCAN project's "Prospective Customers" are all people and businesses the SCAN project has identified for itself and that are known or reasonably should be known to Arona as being sufficiently likely to use the SCAN project's services or products to warrant marketing efforts by the SCAN project within six months before or after the termination of this agreement with the SCAN project.
- c. Period During which Arona Will Not Compete. The term of Arona's agreement not to compete will begin on the effective date of this Agreement, will be in force during this agreement with the SCAN project and will end 6 months after the termination of Arona's agreement with the SCAN project. If Arona violates this agreement not to compete, however, the term will automatically extend during all such competition and will not run again until after Arona stops competing with the SCAN project, so the SCAN project is free from competition from Arona for the full period stated above.
- d. Area in which Arona Will Not Compete. The area within which Arona will not compete with the SCAN project as stated above is any location that is within the state of Colorado.
- e. Acknowledgments. Arona acknowledges that the term of this Agreement Not to Compete is a minimum period of time, that the prohibited actions are reasonably limited, and that the area of restriction is reasonable and necessary to protect the SCAN project.

Confidentiality

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

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

Indemnification and Release

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

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

Termination

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

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

- (1) Fails to begin the work within the time specified in the Contract;
- (2) Fails to perform the work with sufficient workers and equipment or with sufficient materials to assure the prompt completion of said work;
- (3) Fails to perform the work in accordance with contract requirements or refuses to remove and replace rejected materials or unacceptable work;

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- (4) Discontinues the work;
- (5) Fails to resume work which has been discontinued within a reasonable time after notice to do so;
- (6) Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency;
- (7) Allows any final judgment to remain unsatisfied for a period of ten (10) days;
- (8) Fails to comply with contract requirements regarding minimum wage payments;
- (9) Is a party to fraud; or,
- (10) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

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

Miscellaneous

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

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

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

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

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

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

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

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

In the event this contract is litigated, all litigation expenses, collections fees, witness fees, court costs and attorney fees shall be paid by the non-prevailing party.

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

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<u>Acknowledgment</u>

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

Approved for Arona Enterprises by

Dr. Rick K. Smith, Co-Owner

Date

Approved for the Southwest Colorado Council of Governments by

Tom Yennerell, Chair

Date

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Attachment A

Description of Work

Summary Description of Duties and Responsibilities

The General Manager for the SCAN project is directly responsible to the SWCCOG Board of Directors and the Responsible Administrator of the SCAN project unless otherwise directed by the SWCCOG Board of Directors. The position is responsible for the day to day operation of the network and business management, including financial management and cost benefit analysis. The duties include contract administration and compliance; supervision of network management; business development; customer sales and service.

The General Manager's duties and responsibilities include:

A. Central Point of Contact for SCAN.

- 1. Participate in meetings with the SWCCOG Board of Directors and Telecommunications Committee and community partners.
- 2. Originate and participate in meetings with potential community anchor institution customers.
- 3. Serve as point of contact for all interested vendors. Establish, build and manage regional broadband provider relationships in coordination with the Responsible Administrator and Project Consultant.
- 4. Serve as an advocate for the SCAN to public and private organizations throughout the region and the state.
- 5. Function as the SCAN media representative to develop public information designed to attract more community anchor institution and excess capacity customers and to portray the project in the most positive light possible in the region, the state, and across the country. Assist in community outreach efforts to improve public understanding, support and use of the resources of the SCAN project for maximum community benefit.
- 6. Work in cooperation with Mid-State Consultants (MSC) and Responsible Administrator to develop and evaluate network administration and management options.
- 7. Function as an arbiter of disputes between the multiple SCAN entities and bring all unresolved disputes to the SWCCOG Board.

B. Business Development

- 1. Maintain and enhance the SCAN Business Plan and those of its partners.
- 2. Provide customer service/sales representation for potential SCAN purchasing consortium members and for vendors to market excess network capacity.
- Research and develop new products & services appropriate to SCAN such as cell towers or a regional Information Technology Support Services for the SWCCOG and SCAN network members.
- 4. Work in cooperation with Mid-State Consultants (MSC) and Responsible Administrator to develop income & expense pro-forma financial projections.
- Perform financial analysis on contracts and other aspects of the regional SCAN project and conduct cost benefit analysis of individual projects as well as regional network management.
- 6. Develop and manage business account information.

C. Contract Coordination

- 1. Supervise the oversight and compliance of contracts with vendors.
- 2. Coordinate with the Project Engineers, Mid-State Consultants (MSC) and Responsible Administrator on contract negotiations and monitor compliance with the contracts going forward by tracking and fulfilling the various contracts; working with attorneys; checking terms and conditions; coordinating with local community representatives, consultants, vendors; and

nitials:

- following up for contract compliance with all reporting requirements incorporated in leases, contracts, and other agreements.
- 3. Track all leases, contract and other agreement expiration and renewal requirements and negotiate renewal of such so as to benefit the SCAN and ensure uninterrupted service.
- 4. Create and maintain documentation for tracking contracts to produce management information and reports.

D. Marketing

- Oversee SCAN project Media/Public Information services about the project and its impacts in order to obtain more clients and put the project in a positive light. Provide community development presentations on products and services to public sector administrators, IT Directors and elected and non-elected officials. Distribute, present and educate services related information.
- 2. Work directly with community anchor institutions to assess their needs and opportunities.
- Identify potential uses and users of available excess capacity and market excess capacity to those users.
- 4. Help private provider users of excess capacity market to customers so as to increase sale of excess capacity.
- 5. Plan and coordinate for the fulfillment of local launch activities.
- 6. Establish opportunity forecasting by geographic region, plant/market availability and service availability. Develop forecasts by quarter, by launch area, and by provider opportunities through completion of the grant time frame.

E. General Manager responsibilities

- Evaluate the SCAN's effectiveness towards achieving its goals and report to the SWCCOG Board.
- 2. Recommend policies and procedures to the SWCCOG Board.
- 3. Exercise all responsibilities within the guidelines and constraints of SWCCOG policy.
- Identify and evaluate opportunities for expansion or contraction of the SCAN.
- Develop income and expense projections and budgets.
- Manage the SCAN budget to include financial analysis on contracts and other aspects of the regional network as well as conducting cost benefit analysis of individual projects and regional network management.

F. Operations and Maintenance oversight Responsibilities

- Oversee all operations and management tasks required to meet the SCAN objectives and to comply with all leases, contracts, and other agreements associated with the SCAN. Maintain project schedule via CRM update and management.
- Coordinate requests for broadband access to points of peering and / or interconnects and manage requests for services.
- 3. Identify access to local provider/ carrier infrastructure and between connections within local loops of local providers / carriers and other service entities.
- 4. Oversee or perform regular audits to identify operations and maintenance areas of improvement.
- Assist in the assessment and measurement of the effectiveness of broadband provider partners and customer development, as well as assessing community satisfaction.
- 6. Identify needs for broadband applications and services working with internal and external research, development and public sector collaborations statewide.
- 7. Manage operations and maintenance contingency funds as per the guidelines of the SWCCOG.
- 8. Function as the highest level of escalation for resolution of operations & maintenance issues.

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9. Oversee the provision of Network Management and user support.

G. Other duties

 The General Manager may also have other duties and responsibilities assigned as necessary by either the SWWCOG Board or the Responsible Administrator for the successful operation of the SCAN project.

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Contract for Services Between Southwest Colorado Council of Governments And Dr Rick Smith dba Arona Enterprises

Contract Amendment

The current contract expiring on January 31, 2013 was extended by mutual written agreement and a vote of the SWCCOG board in January of 2013. The term was extended to September 30, 2013 under the same scope of work, terms and conditions.

In addition to the scope of work designed in the original contract, Dr. Rick Smith of Arona Enterprises agrees to additional duties under the DoLA EIAF Grant to assist in design function of the SCAN network.

Dr. Rick Smith, Arona Enterprises

Date

Susan Hakanson, Director, SWCCOG

2/15/2013

Date

Contract for Services Between Southwest Colorado Council of Governments And Dr Rick Smith dba Arona Enterprises

Contract Extension

The current contract expiring on January 31, 2013 can be extended by mutual written agreement. The term is hereby extended to September 30, 2013 under the same scope of work, terms and conditions.

Dr. Rick Smith, Arona Enterprises

Date

Dr. Rick Smith, Arona Enterprises

Date

Date



ITEM NO. (ID # 1238)

DATE: 08/2/2013

AGENDA REQUEST *REPORTS

STAFF RESOURCE: Ed Morlan,

REQUESTING DEPT: Southwest Colorado Council of

Governments

TYPE: Reports

SUBJECT: Responsible Administrator Report

BACKGROUND:

The following activities occurred in July:

- Met with Dr. Rick Smith and the bookkeeper to go over the Telecom Community Project to refine the numbers in the reallocation.
- Region 9 EDD is continuing to work on obtaining copies of signed contracts paid with Telecom grant funds and are working with each community to that end.
- Scott Brandstetter was hired as the SWCCOG bookkeeper to fulfill contracted financial duties. Thanks to Cynthia for her help.
- There is concern regarding progress on the City of Cortez utilizing their original budget. This is due to not receiving the proper documentation to show the funds have been expended. Before the reallocation, there is \$196,316.08 total left, \$19,395.99 in match and \$176,920.09 to be paid by the City. We have been told that the funds have been expended but not received the documentation. It would be preferable to get this documentation for the original budget before we release additional funds to Cortez.

FISCAL IMPACT:

RECOMMENDED ACTION:



ITEM NO. (ID # 1250)

DATE: 08/2/2013

AGENDA REQUEST *REPORTS

STAFF RESOURCE: Rick Smith,

REQUESTING DEPT: Southwest Colorado Council of

Governments

TYPE: SWCCOG Reports

SUBJECT: General Manager's Monthly Update

BACKGROUND:

This month is the beginning of the final push for construction and piecing together the networks into a SCAN network.

I. COG

- a. Attended the COG meeting.
- b. Worked with Susan and Region 9 on the construction budget.
- c. Worked with Durango IT staff to complete the registration for the public IP addresses and get the SWCCOG an ARIN account.
- d. Worked with ISC Corp (vendor) to acquire a discounted price for the SCAN wide area network (WAN) edge routers to be placed in the communities.
- e. Secured training for the IT staff of Durango, La Plata County, Cortez and Archuleta County to program and manage the HUB and edge routers.

II. Community Updates

a. Mancos -

- i. Sent contracts to Town Clerk for review and presentation to Mancos Board.
- ii. Worked with DB Technologies to have a final review with excavation contractor for the route from Mancos High School to the Town Shop

b. Dolores -

i. Worked with DB Technologies to have a final review with excavation contractor for the route from the Dolores Fire District property to the Town Shop.

c. Ignacio -

i. We are still awaiting repair to one of the school district buildings before fiber connectivity can be completed for the Town Shop.

d. Pagosa Springs / Archuleta County -

- i. We have final contract approval for DB Technologies to install the fiber network in Pagosa Springs/Archuleta County.
- ii. Skywerx is working to complete the redundant microwave link between the County sites, Town Hall and the hospital. Until the fiber loop is constructed they can utilize this route for their Internet connection with Skywerx.

e. Bayfield -

- i. Working with the excavation contractor to finish the final ditch crossing and tie the conduit together so fiber can be installed.
- ii. The Town crews have completed their installation of conduit to the water treatment plant and the joint Town/La Plata County shop.
- iii. Skywerx is scheduled to begin wireless installation to the senior center and waste water treatment facility in the next week.
- iv. I drove the fiber route with Clay, the COG's GIS intern. He is mapping the route and will provide a PDF of the route and a GIS layer link to the Town when the fiber is installed.

f. Dolores County / Dove Creek -

- i. I met with Dolores County (Ernie and Ashton) to finalize the fiber contract.
- ii. The wireless connection between Dolores County and Dove Creek is installed and operational.

g. Silverton / San Juan County -

- i. Silverton and San Juan County excavation on their fiber project is complete.
- ii. Silverton and San Juan County fiber is installed.
- iii. Silverton and San Juan County wireless installation is complete.
- iv. Clay the COG's GIS intern has completed the GPS readings for this project and is inputting the data into GIS for presentation to Silverton.

v. We have 4 switches for Silverton/San Juan County to utilize in their construction of their internal network in the future.

III. August FOCUS

- a. Build the fiber loops...
- b. Familiarize the COG's GIS intern and the COG's fiber locator with all the routes as they are being constructed.
- c. Program the routers and install at the various municipalities.

FISCAL IMPACT:

RECOMMENDED ACTION:



ITEM NO. (ID # 1247)

DATE: 08/2/2013

AGENDA REQUEST *REPORTS

STAFF RESOURCE: Susan Hakanson,

REQUESTING DEPT: Southwest Colorado Council of

Governments

TYPE: SWCCOG Reports

SUBJECT: Transit Council RFP and Project

BACKGROUND:

In June of 2103, SWCCOG and the Transit Council let an RFP to complete projects related to the Transit Council's grant funded project to forward a regional voucher program - as well as to assist in the coordination of the SWCCOG regional program development and planning regarding transit and transportation. We did not receive a proposal that meet the needs of the project.

Staff would like to respond to the Transit Council RFP on behalf of the SWCCOG, use a portion this funding as matching funds for our EIAF Grant as the "who we are when we grow up" project and hire the staff person directly under the SWCCOG. We do have staff in mind to complete the project and further the SWCCOG transit/transportation portion of the grant.

FISCAL IMPACT:

The position created to further the Transit Council Grant and EIAF Grant projects is almost entirely paid for by grant funds. A small amount of matching funds may be taken in-kind and through the SWCCOG admin funds (where necessary per grant expendature rules) and from related project budgets.

RECOMMENDED ACTION:

The recommended Action is to: Allow SWCCOG staff to respond to the Transit Council RFP - filling the transit council staff position and completing the Transit Council grant and EIAF Grant obligations.

ATTACHMENTS:

• Transit Voucher RFP Final (PDF)

Southwest Colorado Council of Governments Request for Proposal

Coordination Services for Southwest Colorado Regional Transit Coordinating Council

Let Date: June 28, 2013

Proposal Deadline: 4:00 p.m. Friday, July 12, 2013

Deliver Proposals to: Southwest Colorado Council of Governments c/ o Region 9 Economic Development District 295 A Girard St. Durango, Colorado 81303

Advertisement

The following public notice was published in a newspaper of general circulation as required for this project:

Southwest Colorado Council of Governments
Requests for Proposals
for coordination services for
the Southwest Colorado Regional Transit Coordinating Council

Notice is hereby given that the Southwest Colorado Council of Governments will accept sealed proposals for the Southwest Colorado Regional Transit Coordinating Council.

Refer questions to Erica Keter, Regional Transit Coordinating Council Chair via email at erica@rsapp.org.

One (1) complete copy of the sealed proposal, clearly marked "Southwest Colorado Regional Transit Coordinating Council", will be received by the fiscal agent of the Southwest Colorado Council of Governments

At 295 A Girard St. Durango, Colorado 81303 until **4:00 p.m. Friday, July 12, 2013.** Proposals received after the closing time shall be returned unopened to the bidder.

The bids generally shall be awarded by the Southwest Colorado Council of Governments and they reserve the right to reject any and all bids, to waive any informalities and minor irregularities in bids, and to accept the bid or bids deemed, in the opinion of SWCCOG, to be in the best interest of the project.

Publish: no later than June 30, 2013

Distribution:

Orig: Original Contract File FAX: Newspaper Durango Herald

Introduction and General Conditions

Transit services are a large gap in Southwest Colorado's transportation infrastructure. The 2035 Regional Transportation Plan (RTP) cites that 96 percent of Southwest Colorado transit needs are not being met. The gaps in regional transit needs have been formally recognized by agencies and the community as a whole. The Southwest Colorado Transit Feasibility Study was administered by Region 9 Economic Development District in 2009 to identify service area gaps, explore ways to expand and make recommendations for implementation. The Southwest Colorado Regional Transit Coordinating Council (RCC) formed in 2010 in response to recommendations for implementation and developed action plans to promote improvements in regional transit. The RCC is largely composed of area transit providers and human services agencies and meets regularly to coordinate a collaborative approach to improving regional transportation opportunities across our region.

The RCC has completed several recommendations from the 2009 Feasibility Study:

- Roadrunner Transit of SUCAP has expanded services to include Bayfield and other areas and plans to provide intercity bus service from Ignacio to Grand Junction with stops in many communities along the route, including Cortez, Dolores, Telluride, and Montrose.
- Dolores and Montezuma County's Senior Service transit programs now serve the general public and are not senior specific.
- New transit providers offer cross-county transportation such as; Cortez Cab in Montezuma County traveling between Dolores and La Plata Counties, and Mountainside Concierge in San Juan County to other areas.
- Durango Transit added bike racks on their buses.
- Van pools have been explored

Recently the RCC received seed funding to develop and pilot a voucher program for transportation disadvantaged community members. We have met with transit providers and agencies providing transportation support. The RCC is seeking an agency or contractor to implement the Transit Voucher Program under the direction of the RCC. If this pilot is successful, the council will work to expand the program through the Southwest Council of Governments to include meeting the needs of commuters and effectively creating a regional transit program.

Scope of Work

Initial needs assessments and pre-planning have been completed, with historical data available to support this scope of work. The RCC is seeking someone to launch and implement a travel voucher program in Southwest Colorado. The selected contractor will

work closely with the RCC under the direction of the Southwest Colorado Council of Governments to carry out the following:

Task 1: Develop proposed timeline for Travel Voucher Program implementation.

Task 2: Identify entity develop means for implementation of Voucher Program, to include coordination and management of voucher purchases and transit provider payment; May be included in RFP.

Task 3: Develop Memorandums of Understanding between the RCC and the agencies and transit providers to include:

- Agency will purchase transit vouchers from Voucher Program Coordinator.
- Agency will distribute vouchers to clients as they see fit.
- Agency will determine client contribution(s) for vouchers.
- Agency/client will contact transit providers as necessary to reserve rides.
- Transit providers will set prices for all eligible rides annually.
- Transit providers will submit vouchers monthly for payment.

Task 4: Develop and distribute list of providers accepting vouchers, with schedules and pricing.

Task 5: Design amount-based, vouchers for purchase by agencies to include:

- Date:
- Name of person using voucher
- Referring agency
- Transit Provider/or driver providing service
- Trip start and stop point and/or mileage
- Instructions for submitting voucher for payment
- Perforated stub for agency record keeping

Task 6: Publicize program in area media, distribute appropriate materials to participating agencies and providers.

Task 7: Develop long term sustainability and funding plans

- Assist SWCCOG in developing a proposal for a regional transit system.
- Identify and pursue grants for SWCCOG to hire Regional Transit Coordinator

Content of Proposal/ Submission Requirements

Applicants will provide the Southwest Colorado Council of Governments with a written proposal which will allow us to examine qualifications for this specific project, including a resume and samples of past work. The proposal should generally follow the format and content requirements stated below:

1. Expertise

- a. Curriculum vitae
- b. References from similar projects
- c. Transit or Human Service agency experience

2. Quality of Proposal and Project Approach

a. Understanding of proposal and overall technical approach

3. Cost of services

a. Proposed fee for project. There will be no other expenses reimbursed unless it is determined solely by the Southwest Colorado Council of Governments to do so.

Proposals shall not exceed ten (10) pages including cover sheet, cover letters, and any exhibits. The proposals shall have at least an 11 pt font size.

One (1) original copy of the sealed proposal, clearly marked "Southwest Colorado Transit Coordinating Council" will be received by the fiscal agent of Southwest Colorado Council of Governments:

Region 9 Economic Development District, 295 Girard St. Durango, Colorado 81303

Proposals will be accepted until 4pm, Friday July 12th, 2013.

As soon as is practical, the bids shall be opened in public and distributed to the working group. Bids received after the closing time shall be returned, unopened, to the bidder.

All bids shall remain in force for a period of forty-five (45) days after the date of the bid opening.

Southwest Colorado Council of Governments may make such investigations, as it deems necessary to determine the ability of the bidder to perform the work. The Bidder shall furnish to Southwest Colorado Council of Governments all such information and data for this purpose as Southwest Colorado Council of Governments may request.

Southwest Colorado Council of Governments reserves the right to reject any and all bids, to waive any informalities and minor irregularities in bids, and to accept the bid deemed, in its opinion, to be in the best interest of the project.

Southwest Colorado Council of Governments will award contracts for services for a requested block of time basis. The number of hours of service of the contract can be amended by mutual written agreement.

This invitation or request and all related documents produced by the bidder or proposer will be subject to the Colorado open records act. Ref. Section 24-72-201 et. seq., C.R.S., as amended, public (open) Records Act. Please refer questions to your legal counsel.

Selection

Proposals will be evaluated and ranked upon receipt, based on the following criteria:

- 1. Expertise
- 2. Quality of Proposal and Project Approach
- 3. Cost of services

Discussions may be conducted with applicants to ensure full understanding of, and conformance to the solicitation requirements. Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.

The selection committee will assign points to these criteria for a total score to determine up to 3 bid finalists.

Criteria	Weight	Rating	Score
1. Specialized Experience	40		
(Relevant recent experience in comparable			
projects)			
2. Quality of Proposal and Project	30		
Approach			
3. Cost of services	30		
TOTAL SCORE	100		

Information to Consultants

Refer all questions regarding the bidding, selection and contracting to Erica Keter erica@rsapp.org.

Contract Requirements

Should you or your firm be awarded the contract for services, you will be required to execute or provide the following documentation within **fifteen (15) calendar days** from the date of the Notice of Award:

- 1. Contract Forms. Southwest Colorado Council of Governments shall issue the Notice to Proceed upon receipt of all required documentation and their execution of the Agreement. The Contractor shall not initiate work prior to the issuance of the Notice to Proceed.
- 2. Illegal Aliens. Contractor will be required to certify that Contractor shall comply with the provisions of C.R.S. 8-17.5-101, et. seq. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract, including participation in the Basic Pilot Employment Verification Program.
- 3. Insurance. The Contractor is required to hold throughout the initial term and all subsequent terms of this contract Professional Liability Insurance with a minimum amount of \$100,000 per claim and \$250,000 aggregate.
- 4. Worker's Compensation. The Contractor is responsible for providing Worker's Compensation Coverage for all of its employees to the extent required by law, and for providing such coverage or requiring its subcontractors to provide such coverage for the subcontractor's employees.
- 5. W9. Contractor must supply Southwest Colorado Council of Governments with a completed W9 form.

thwest Colorado Council of Governments

La Plata County
Colorado

nentsMeeting: 08/02/13 01:30 PM
Department: Southwest Colorado Council of Governments
Category: SWCCOG Reports

Prepared By: Susan Hakanson

Initiator: Tony Casale Sponsors:

DOC ID: 1245 A

SCHEDULED

REPORT (ID # 1245)

Report – Regional Housing/SWConnect

SWCCOG Project Reports - SWConnect/Regional Housing

Housing Project Updates:

1. SWConnect: All additional housing properties have been contacted in an effort to have USDA & HUD subsidized providers in swconnect.org. Many subsidized properties are owned/managed by out of state companies, and barriers are being confronted regarding necessary permissions to include information on swconnect.org. From information available through USDA & HUD, basic profiles have been constructed and staff is persistently contacting appropriate management companies to seek permission for publishing and gathering additional details. At this time on-site managers are deferring to their supervisor's who are proving difficult to contact.

The Regional Housing Coordinator will continue to reach out to management companies for permission to interview on-site managers, and gain comprehensive eligibility criteria for swconnect.org

- 2. Phoenix Committee: New process has been developed for gathering information on perspective funding recipients, and agency affiliates have grown to include: Axis Health Systems, San Juan Basin Health, Southwest Center for Independence, La Plata Family Centers Coalition, and Community Parole with Department of Corrections. Committee members have come together to help fill gaps associated with initial housing expenses, temporary housing, homelessness prevention, and general safety needs of individuals and families experiencing or at-risk of homelessness. Agencies involved will be providing follow-up case-management as available to address complex situations that simple provision of funding cannot alleviate. In an effort to align the Phoenix process with appropriate agency mission, a transfer of remaining monies and fiscal management responsibilities from La Plata Homes Fund to Southwest Center for Independence will be presented at the La Plata Home Fund Board Meeting 08/27. Future use of Phoenix Funds will look to include deposit assistance for Veterans being housed through HUD VASH Vouchers.
 - Balance & Expenditures (as of 07/28/13)
 - Current Balance: \$28,654.34Total Expenditures: \$27, 845.66
 - Average amount per payment issued: \$409.50
- 3. Vulnerability Index: All applicants for assistance through the Phoenix Committee are asked to complete the Vulnerability Index Survey and information is continually entered into a database capable of creating reports specific to our region based on indicators contributing to an increased risk of mortality as a result of homelessness. A 1-year community debrief will be hosted to discuss the impact of the Vulnerability Index, and

Updated: 7/31/2013 1:34 PM by Susan Hakanson A

explore additional ways that we can support community members around homelessness and housing.

• Fort Lyon: A residential program is being setup at Fort Lyon to serve chronically homeless individuals and a RFP will be issued early August for referrals and coordination of services. The COG Regional Housing Coordinator has been encouraged to submit a proposal for provision of service in Southwest Colorado. More details will be available soon.

4. Housing:

- Inclement Weather Shelter: In an effort to address unmet needs of individuals
 experiencing homelessness, a Coalition has come together with the hope of
 establishing an Inclement Weather Shelter in Durango. The intent of this
 Coalition is to work with local churches and community organizations in providing
 basic sleeping accommodations for those with no other option. The goal is to
 provide a compassionate service that decreases the chances of community
 members perishing during the winter as a result of inadequate shelter.
- One Congregation, One Family: The Governor's Office has expressed a desire to expand the One Congregation, One Family model to Cortez. The Regional Housing Coordinator has initiated dialog with entities involved to discuss preliminary steps and ways to assist. The One Congregation, One Family program aims to connect local families struggling with housing stability with church and community organizations to establish a mentee/mentor relationship. This program works with families to increase life-skills including budgeting and parenting in an effort to provide the positive support necessary for maintaining safe stable housing.
- Supportive Housing: Meetings have been initiated in different communities to
 discuss the potential for permanent supportive housing units designed to address
 complex needs by making comprehensive services available to tenants, thereby
 contributing to greater stability.

FINANCIAL IMPACT:

The Transit Council and staff are pursuing grant funding for research and planning.