



# SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

## Regular Meeting Agenda

Thursday, 1 March, 1:30pm-4:00pm

1188 E 2<sup>nd</sup> Ave., Durango CO

- I. Introductions
- II. Consent Agenda
  - a. 8 February 2018 SWCCOG Meeting Minutes
  - b. January 2018 Financials
- III. Reports (Staff will be available for questions on the written reports)
  - a. Director's Report
  - b. Broadband Report
  - c. Legislation Report
  - d. Transportation Report
  - e. VISTA Report
- IV. Discussion Items
- V. Decision Items
  - a. Executive Committee Meeting Minutes from January 25, 2018
  - b. RREO Grant Application
  - c. Colorado Telehealth Network Agreement
  - d. Region 9 – SWCCOG Facilitation
- VI. Other Items
- VII. Community Updates

# Consent Agenda

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**Southwest Colorado Council of Governments  
February Board Meeting  
Thursday, 8 February 2018, 1:30pm  
1188 E. 2nd Ave., Carnegie Bldg., Durango, CO 81301**

In Attendance:

Gwen Lachelt – La Plata County  
Michael Whiting – Archuleta County  
Dick White – City of Durango  
Chris La May – Town of Bayfield  
Fred Brooks – Town of Mancos  
Karen Sheek – City of Cortez  
Steve Garchar – Dolores County  
John Egan - Town of Pagosa Springs  
Mark Garcia - Town of Ignacio (by phone)  
Willie Tookey – San Juan County (by phone)  
Chris Tookey – Town of Silverton (by phone)

Staff in Attendance:

Miriam Gillow-Wiles – Southwest Colorado Council of Governments  
Jessica Laitsch – Southwest Colorado Council of Governments  
Sara Trujillo – Southwest Colorado Council of Governments (by phone)  
Dylan Lucas– Southwest Colorado Council of Governments

Guests in Attendance:

Ann McCoy-Herald – Senator Gardner’s Office

**I. Introductions**

The meeting was called to order at 1:35 pm, everyone introduced themselves.

**II. Consent Agenda**

- a. 4 January 2018 SWCCOG Meeting Minutes
- b. December 2017 Financials

**Michael Whiting motioned to approve the consent agenda, Dick White seconded, unanimously approved.**

**III. Reports**

Director’s Report:

Miriam reported that she is working on an educational forum on broadband for elected officials and potential candidates, this would involve looking at impacts to the community and answering questions. Karen mentioned that if this is successful it could be adjusted for the public in the future. Dick mentioned that Durango has elections next year, there will be two councilors, and providing educations for candidates would be valuable.

The COG was awarded a technical assistance grant, this includes funding for the capital construction projects in Bayfield and Ignacio. The grant currently ends at the end 2018, the COG is working with the State to try to adjust this. She is working on the annual board retreat to be held in May, this will allow it to be held after the legislative session. La Plata County requested an assessor’s training be set up locally, the intent is to split the cost for the training

between participating counties. There was a discussion about a charge for non-member organizations.

#### Broadband Report:

The COG is working on rural broadband funding, they are currently waiting on information from the FCC. Michael asked about San Juan Basin Health Department (SJBHD). Miriam replied that she met with them, they had some questions and pending the answers they are willing to send a letter. If they do not participate the focus would be on the western side of the region, which could allow the project to be phased. There was a discussion of the composition of the SJBHD board. Dick asked if part of the delay is federal funding issues. Miriam replied yes, as well as leadership changes at the FCC. She is working on a contract with Colorado Telehealth Network (CTN).

Miriam described a potential solution to allow flexibility with ISP providers. There could be contracts allowing “a-la-carte” options where entities could save money by purchasing service in bulk, but if an entity needed to use a different provider they could do so and providers could be changed as needed. Chris asked if this would include community anchor institutions. Miriam replied it would. Dick asked how much entities are currently paying. Miriam replied that it varies widely, much more than the amount being proposed. She added that the video the COG helped put together is linked in the packet, the video highlights Osprey as a community anchor that stayed as result of broadband.

#### Legislative Report:

Miriam asked what other legislative issues the board would like the COG to follow. There was discussion about public lands, oil and gas, and Tabor/Gallagher. Gwen mentioned that there is a new county representation organization, CCAT. There was discussion at the last TPR meeting about the potential sales tax. Miriam reviewed the history of various proposed legislation for transportation. Dick added that CDOT has reallocated its federal funds which will reduce transit funding for Durango. Miriam mentioned that the bill last year died in committee despite being very popular. In 2018, two funding bills have been introduced, one includes transit and the other does not. Both reallocate a portion of existing sales tax which would negatively impact other state programs, rather than raise new funds. Chris mentioned that there was discussion at TPR which indicated there would not be an increase to local funds.

Miriam reported that while the Broadband legislation began as a relatively good bill, there have been amendments added to reduce required speeds, change population requirements, limit high cost broadband funds if the census block receives federal or DOLA funds, reduce the number of government seats on the board and adds a seat to the telecom industry. The bill passed out of the Senate, there will be efforts to have it revised in the House. There was discussion about showing up at the capitol to give commentary. Miriam added that there is another bill concerning the high cost fund mechanism to change the first right of refusal. There was discussion about encouraging the legislature to expand the use of distance testimony. There was discussion about changing interactions with the telecom industry.

#### Transportation Report:

Jessica reported that the Four Corners regional transportation project kick-off meeting was the day before. There was a discussion about Montezuma County no longer contributing to the TPR. Jessica reported that Phil Johnson of the City of Cortez was elected as Vice Chair of the TPR.

VISTA Report:

Dylan reported that he has been working on professional development. He is working with Kempar Elementary on a recycling program. He has been doing an online data analysis course.

#### **IV. Discussion Items**

Legislative Priorities

This was addressed in the previous discussion. Chris asked if the legislative committee has met. Miriam replied that it has been difficult to set up a meeting, she asked that if anyone wants on or off the committee to let her know.

#### **V. Decision Items**

Executive Committee Meeting Minutes from December 21, 2017:

**Gwen Lachelt motioned to approve the Executive Committee minutes, Chris La May seconded, unanimously approved.**

2017 Budget Amendment:

Miriam explained that the COG had been expecting a very large shortfall, it ended up being considerably less, approximately \$9,000. This shortfall was a result of less than expected community match for a project and a journal entry for the All Hazards Grant. Sara reported that audit will be done in April. There was a discussion about the difference from the anticipated budget shortfall.

**Dick White motioned to approve the final 2017 Budget Amendment, John Egan seconded, unanimously approved.** Dick commended staff on cost containment.

DoLA 8330 Extension Request:

Miriam explained that this is the current technical assistance grant, this request would be to extend the grant through 2018. Dick asked if Miriam has spoken with Patrick. She replied yes.

**Dick White motioned to approve the extension for DOLA EIAF grant 8330, Michael Whiting seconded, unanimously approved.**

Contractor Selection for DoLA 2018 TA Grant:

Miriam explained that one item in the 2018 DOLA technical assistance grant included a consultant for working with Region 9. The COG issued an RFP and there were four responses, all were underwhelming, so staff is asking for board direction to help inform the decision. There was discussion about the options. Karen asked if the quotes include travel hours. Chris asked what the COG wants. Miriam replied that she is seeking direction on what board wants. Karen asked about the expected number of hours. Chris asked about the anticipated outcomes. Miriam replied they are looking to have a third party work with the two entities, ideally recommendations for how to be sister organizations and to what level of overlap this would entail. Karen asked if everyone had attended the retreat and mentioned that she was impressed with Thompson and her ability to get participants on board. Dick asked how much time it would take to bring an outside agency up to speed. Miriam replied this would be a factor. She suggested working with Region 9 and Karen Thompson on deliverables and then working with the executive committee. Dick asked if there will be any impact with Montezuma County leaving Region 9. Miriam replied this will likely change the situation moving forward. The consensus

was to have a contract prepped to sign at the March meeting. Willie mentioned that members from Montezuma County are still on the Region 9 board.

## **VI. Community Updates**

Fred reported that Mancos has been doing well despite the fire at Wester Excelsior. The Town will be purchasing two patrol vehicles. They took a tour of Wester Excelsior, they have begun limited operations, although they are still uncertain about their long-term plans. The Town had a water tank inspected that will require repair or replacement.

Steve reported Dolores County has two new buildings. They are excited for broadband, they have fiber to the courthouse and anticipate being able to broadcast up to a 10 mile radius.

John reported that Pagosa Springs is working out details for sharing equipment with Archuleta County. They are working through details on impact fees. Also, they are working on a dark sky community designation.

Karen reported that staff is working on the State of the City of Cortez. They are also working on a new land use code.

Dick reported the Durango representatives attended the Colorado Community Symposium, he gave overview of some of the items covered. One question raised was whether the COG could be a member of the Compact of Colorado Communities. They are on track with the wastewater treatment plant. The Council passed a housing plan to try to address affordable housing. They have been working through a public process regarding transit. Homelessness remains a major issue, they are currently looking at how to address fire concerns related to people living in the forest.

Michael reported that Archuleta is working on impact fees, they are looking to prevent encouraging sprawl. There are efforts to include water issues in the planning process. Broadband, early childhood and affordable housing are three joint strategic priorities with the town. The County is struggling with issues related to the courts and the jail. They are looking to pave the final section of Piedra Road, seeking an airport manager, preparing for a CDOT repaving project up to Wolf Creek Pass, and working with some residents who are opening a bouldering gym.

Gwen reported that La Plata is working on a draft land use code, they are taking public input, then will issue a revision followed by further comment. She mentioned that the current code is the most frequent complaint to the commissioners. They are working to address homelessness. They are trying to prepare to address the fire season.

Willie reported that the lack of snow is impacting the economy and they are anticipating significant impacts to the economy in the summer. He added that they had to cancel the dog sled race due to lack of snow.

Mark reported that there is an election scheduled in April, the ballot will include sales tax but no races due to no opposition. They are working on a rate analysis on water systems. They are also working with the Tribe on water and wastewater treatment.

Chris reported that Bayfield cancelled the election due to uncontested races. They are revisiting retail marijuana. They are updating the comprehensive plan and taking public input on the river corridor.

Adjourned at 3:23 p.m.

# January 2018 Financials

To: SWCCOG Board of Directors  
From: Sara Trujillo  
Date: 1 March 2018

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Comments: The following attachments include:

- Balance Sheet as of January 31, 2018
- January 1-31 2018 Profit & Loss

Items to Note:

*Balance Sheet:* Bank account balance is back up due to prompt dues payments. Thank you all so much!

Accounts Payable balance is from past auditor adjustments. I am hoping the new auditor will help to clear this balance out.

*P&L:* Not much activity just yet on the P&L being January. Some necessary office equipment has been purchased under what was budgeted for. We will see more activity begin with the broadband adventure that is afoot.

***Fiscal Impact: High, Budget changes throughout the year***

***Staff Recommendation: Approve the January 2018 Financials allowing staff to move forward with the 2018 budget.***

***Legal Review: Not Applicable***

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## Southwest Colorado Council of Governments

## Balance Sheet

As of January 31, 2018

	Jan 31, 18
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Alpine Bank	
Alpine Bank Account (UR)	154,614.74
Total Alpine Bank	154,614.74
Petty Cash	
AmeriCorps VISTA	125.96
Petty Cash - Other	22.97
Total Petty Cash	148.93
Total Checking/Savings	154,763.67
Accounts Receivable	
Accounts Receivable	83,110.48
Total Accounts Receivable	83,110.48
Other Current Assets	
Prepaid Expense	11,994.00
Total Other Current Assets	11,994.00
Total Current Assets	249,868.15
<b>TOTAL ASSETS</b>	<b>249,868.15</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	3,638.08
Total Accounts Payable	3,638.08
Credit Cards	
Credit Cards	
Miriam	1,773.89
Sara	424.76
Total Credit Cards	2,198.65
Total Credit Cards	2,198.65
Total Current Liabilities	5,836.73
Total Liabilities	5,836.73
Equity	
Retained Earnings	76,659.72
Net Income	167,371.70

Southwest Colorado Council of Governments

Balance Sheet

As of January 31, 2018

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	Jan 31, 18
Total Equity	244,031.42
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>249,868.15</b>

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## Southwest Colorado Council of Governments

## Profit &amp; Loss

January 2018

	Jan 18
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
All Hazards	
2016 SHSP	0.00
Total All Hazards	0.00
CDOT Grants	
SWTPR Grant	0.00
Total CDOT Grants	0.00
DoLA Grants	
DoLA 8330	0.00
Total DoLA Grants	0.00
Dues Revenue	
COG Dues	150,970.00
SWTPR Contributions	6,842.00
Total Dues Revenue	157,812.00
Misc. Income	28,062.32
SCAN Services	
Dark Fiber Leasing	8,538.00
Internet & Transport	2,070.00
Total SCAN Services	10,608.00
Total Income	196,482.32
<b>Gross Profit</b>	196,482.32
<b>Expense</b>	
Consulting	0.00
Employee/Board Appreciation	30.42
Information Technology (IT)	
Software	5.00
Total Information Technology (IT)	5.00
Insurance Expense	
General Liability	3,621.75
Health	2,142.00
Total Insurance Expense	5,763.75
Internet Connectivity	
Fast Track	900.00
Internet Connection (AT&T)	32.32
Total Internet Connectivity	932.32
Memberships	6,350.00

## Southwest Colorado Council of Governments

## Profit &amp; Loss

January 2018

	<u>Jan 18</u>
Office Equipment	1,344.89
Office Supplies	471.29
Postage and Delivery	22.00
Professional Fees	
Legal	0.00
Misc.	24.43
	<u>24.43</u>
<b>Total Professional Fees</b>	<b>24.43</b>
Salary and Wages	
457 Retirement	530.04
Car Allowance	300.00
Cell Phone Allowance	195.00
Payroll Processing Fee	200.17
Payroll Tax	927.60
Salary and Wages - Other	11,118.98
	<u>13,271.79</u>
<b>Total Salary and Wages</b>	<b>13,271.79</b>
Travel	894.73
	<u>29,110.62</u>
<b>Total Expense</b>	<b>29,110.62</b>
Net Ordinary Income	<u>167,371.70</u>
<b>Net Income</b>	<b><u>167,371.70</u></b>

# Reports

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# Director Report

To: SWCCOG Board of Directors  
From: Miriam Gillow-Wiles  
Date: 1 March 2018

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Comments: There have been only a few short weeks between the February and March Board meetings. While a lot has happened in those three weeks, we are still moving forward with the various projects we've been working on including Broadband, Transit, Legislative priorities, and Recycling, as the major focus.

The majority of what my focus has been on is covered under the Broadband and Legislative reports.

Laura and I met to discuss the RFP responses for the facilitation between the two agencies. After some discussion we came up with additional questions and needs to present to the top two applicants. Later in the packet is a discussion and request for a decision about a contractor for the facilitation.

#### **DOLA 2018 TA Grant**

Unfortunately we are unable to extend the funding for this grant past the end of the year. Staff will work diligently to spend down the funding before the end of the year.

#### **PTO**

While away still, I wanted to let the Board know I will be taking some time off at the end of March for travel to and from an event as well as a week in April for my brother's wedding.

# Broadband Report

To: SWCCOG Board of Directors  
From: Miriam Gillow-Wiles  
Date: 8 February 2018

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Comments As previously mentioned, the majority of my time has been taken up with Broadband throughout January. Broadband has become all encompassing so far this year. I am hopeful we'll get the ball rolling on regional funding, a regional coordinator position, and solidifying partnerships, so we can start to work on broadband solutions, but also other important projects and goals across Southwest Colorado.

Staff will provide additional information via verbal report.

#### **FCC USAC Rural Healthcare**

We are in a holding pattern with this, right now while waiting on final engineering, a few questions regarding logistics from Colorado Telehealth (CTN), and most importantly, the FCC to open up the funding source. I will notify the Board when this happens.

#### **Aggregation of Services**

Staff has received one proposal for aggregation of services and we are hoping to get in a few more so we can contrast and compare the rates and locations for the COG members. Based on this, we are also able to begin to develop a COG Member and a non COG member rate. However there are some local agencies that are Community Anchor Institutions but are not eligible for COG membership. I believe it will behoove the region as a whole to three tiers, 1) SWCCOG Members, 2) CAIs ineligible for membership 3) Agencies eligible but not members.

#### **Broadband Legislation**

The early part of this state Legislative session has been surprisingly heavy with broadband legislation with at least three bills introduced and/or sponsored by our state delegation (Sen. Coram, Rep. Catlin, and Rep McLaughlin). There is some good and some bad in these proposed pieces of legislation. See the Legislative Report for more.

# Legislative Update

To: SWCCOG Board of Directors  
From: Jessica Laitsch  
Date: 26 February, 2018

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Comments: Attached is a summary of bills that have been introduced in the Colorado General Assembly.

**SWCCOG 2018 Legislative Summary - State**

Bill No	Short Title	Subject	Summary	Sponsors	Recent Action	Action Date	Position	Staff Comments
SB 18-001	<a href="#">Transportation Infrastructure Funding</a>	Transportation	Require transportation commission to submit a ballot question at the November 2018 general election, which, if approved, would authorize the state, with no increase in any taxes, to issue additional transportation revenue anticipation notes for the purpose of addressing critical priority transportation needs; would exclude note proceeds and investment earnings on note proceeds from state fiscal year spending limits; would repeal an existing requirement that the state treasurer execute lease-purchase agreements for the purpose of funding transportation projects; and would require ten percent of state sales and use tax net revenue to be credited to the state highway fund for the purpose of repaying any notes issued and funding transportation projects	Cooke, Baumgardner, Carver, Buck, Coram, Crowder, Gardner, Grantham, Hill, Holbert, Lambert, Lundberg, Marble, Neville, Scott, Sonnenberg, Tate, Leonard	Senate Transportation refer amended to Finance	23-Jan-2018	Monitor	
SB 18-002	<a href="#">Financing Rural Broadband Deployment</a>	Broadband	Amend definition of 'broadband network' to increase the speed of downstream broadband internet service from at least 4 Mbps to at least 10 Mbps and the definition of 'unserved area' to refer to areas that are unincorporated, or within a city with a population of fewer than 7,500 inhabitants, and not receiving federal broadband support.	Coram, Sonnenberg, Becker, Duran, Baumgardner, Cooke, Grantham	House Agriculture, Livestock, & Natural Resources Hearing	5-Mar-2018	Oppose	CCI, CCUA and CCAT oppose unless amended, Minimum Speeds are too low, Removes some of the public people on the BBHCM Board, Not enough funding fast enough, Inhibits funding if an area is already receiving federal funding (IE CAFII, ERate, RHC, FirstNet) or DOLA funding (discourages public private partnerships)

**SWCCOG 2018 Legislative Summary - State**

SB 18-005	<a href="#">Economic Assistance Rural Communities</a>	Business & Economic Development, State Government	Concerning economic assistance for rural communities experiencing certain significant economic events that lead to substantial job loss in those communities, and authorizing DOLA to coordinate nonmonetary assistance and award grant money to assist rural communities with job creation or retention. A fund for the award of grant monies will be established from an annual transfer of \$500,000 from the State General Fund	Donovan, Roberts, Aguilar, Court, Fenberg, Guzman, Kagan, Kefalas, Kerr, Merrifield, Moreno, Todd, Williams, Zenzinger	House Agriculture, Livestock, & Natural Resources Hearing	5-Mar-2018	Monitor	CML, Club 20, CCI support
SB 18-007	<a href="#">Affordable Housing Tax Credit</a>	Housing	Renaming the low-income housing tax credit the Colorado affordable housing tax credit and extending the period during which the Colorado housing and finance authority may allocate affordable housing tax credits.	Guzman, Tate, Becker, Duran, Court, Fenberg, Fields, Jones, Merrifield, Todd, Zenzinger	Assigned to House Finance	23-Feb-2018	Monitor	CML, Club 20 and CCI support
SB 18-104	<a href="#">Federal Funds For Rural Broadband Deployment</a>	Broadband	Concerning a requirement that the broadband deployment board file a petition with the federal communications commission to seek a waiver from the commission's rules prohibiting a state entity from applying for certain federal money earmarked for financing broadband deployment in remote areas of the nation.	Donovan, Willett, Court, Fenberg, Jones, Kagan, Kerr, Merrifield, Todd, Zenzinger, Becker, Roberts	House Finance Hearing	14-Mar-2018	Monitor	CCI supports
HB 18-1071	<a href="#">Regulate Oil Gas Operations Protect Public Safety</a>	Natural Resources	Concerning the regulation of oil and gas operations in a manner consistent with the protection of public safety. Current law declares that it is in the public interest to '[f]oster the responsible, balanced development, production, and utilization of the natural resources of oil and gas in the state of Colorado in a manner consistent with protection of public health, safety, and welfare, including protection of the environment and wildlife resources'. The Colorado court of appeals, in Martinez v. Colo. Oil & Gas Conservation Comm'n , construed this language to mean that oil and gas development is not balanced with the protection of public health, safety, and welfare, including protection of the environment and wildlife resources. Rather, that development must occur in a manner consistent with such protection.	Salazar, Moreno, Arndt, Becker, Benavidez, Exum, Foote, Ginal, Gray, Herod, Hooton, Kennedy, Lebsock, Lee, Lontine, Melton, Pettersen, Roberts, Sandridge, Singer, Weissman, Winter	Senate Agriculture, Natural Resources, & Energy Hearing	7-Mar-2018	Monitor	Club 20 oppose

**SWCCOG 2018 Legislative Summary - State**

HB 18-1099	<a href="#">Broadband Deployment Level Playing Field</a>	Broadband	Concerning criteria that the broadband deployment board is required to develop with regard to an incumbent telecommunications provider's exercise of a right to implement a broadband deployment project in an unserved area of the state upon a nonincumbent provider's application to the broadband deployment board to implement a proposed broadband deployment project in the unserved area.	Catlin, McLachlan, Coram	House Transportation and Energy Hearing	28-Feb-2018	Support	CCI and CML support
HB 18-1125	<a href="#">Tax Credit Employer-assisted Housing Pilot Program</a>	Housing	Concerning the creation of a credit against the state income tax as a pilot program to promote employer-assisted housing projects in rural areas.	Wilson	House Finance Hearing	26-Feb-2018	Monitor	
HB 18-1150	<a href="#">Local Government Liable Fracking Ban Oil And Gas Moratorium</a>	Natural Resources	Specifies that a local government that bans hydraulic fracturing of an oil and gas well is liable to the mineral interest owner for the value of the mineral interest and that a local government that enacts a moratorium on oil and gas activities shall compensate oil and gas operators, mineral lessees, and royalty owners for all costs, damages, and losses of fair market value associated with the moratorium.	Buck, Becker, Beckman, Carver, Catlin, Covarrubias, Everett, Humphrey, Landgraf, Lawrence, Leonard, Lewis, Liston, Lundeen, McKean, Neville, Rankin, Ransom, Reyher, Saine, Sandridge, Sias, Thurlow, Van Winkle, Willett, Williams, Wilson, Wist	House State, Veterans, & Military Affairs Hearing	7-Mar-2018	Monitor	CML and CCI oppose
HB 18-1188	<a href="#">Electronic Data Transportation Infrastructure</a>	Transportation	Concerning authorization for the Colorado department of transportation to use location information from an electronic device.	Jackson, Hill, Bridges, Coleman, Ginal, Melton, Roberts, Salazar, Wilson, Winter, Zenzinger	House Floor Work	27-Feb-2018	Monitor	

**SWCCOG 2018 Legislative Summary - State**

HB 18-1195	<a href="#">Tax Credit Contributions Organizations Affordable Housing</a>	Housing	Concerning the creation of a credit against the state income tax to promote contributions to nonprofit organizations engaged in the development of affordable housing for home ownership.	Pabon, Tate, Landgraf, Gardner, Scott	House Finance Hearing	26-Feb-2018	Monitor	
HB 18-1201	<a href="#">Severance Tax Voter-approved Revenue Change</a>	State Revenue	Concerning a voter-approved revenue change to allow the state to retain and spend an amount equal to state severance tax revenues. The change only has effect in years when the state would otherwise be required to make a refund under section 20 of article X of the state constitution (TABOR).	Thurlow, Coram	House Finance Hearing	9-Apr-2018	Monitor	CML supports
HB 18-1116	<a href="#">Broadband Deployment Board Apply For Federal Funds</a>	Broadband	Concerning measures authorizing the broadband deployment board to seek federal money earmarked for financing broadband deployment.	Rankin, Moreno	Signed by Governor	29-Jan-2018	Passed	CCI supports
SB 18-006	<a href="#">Recording Fee To Fund Attainable Housing</a>	Housing	Concerning the ability of the counties to increase the fee they charge for the recording of real estate documents for the purpose of financing a statewide attainable housing investment fund.	Zenzinger, Winter, Aguilar, Court, Donovan, Fenberg, Guzman, Kagan, Kefalas, Kerr, Moreno, Todd, Williams	Senate State, Veterans, & Military Affairs	5-Feb-2018	Failed	
SB 18-049	<a href="#">Use Of Mobile Electronic Devices While Driving</a>	Transportation	Prohibition of the use of mobile electronic devices for drivers of all ages	Court, Melton	Senate State, Veterans, & Military Affairs	24-Jan-2018	Failed	
HB 18-1054	<a href="#">Affordable Housing Plastic Shopping Bag Tax</a>	Housing	Concerning an increase in funding for affordable housing through a tax on plastic shopping bags.	Rosenthal, Court	Assigned to House Local Government + Finance + Appropriations	10-Jan-2018	Failed	

**SWCCOG 2018 Legislative Summary - State**

HB 18-1119	<a href="#">Highway Building &amp; Maintenance Funding</a>	Transportation	Rural highway building and maintenance funding, and requiring a specified percentage of net revenue generated by the existing state sales and use tax to be credited to the state highway fund; requiring the transportation commission to submit to the voters of the state at the November 2018 general election a ballot question, which, if approved, will, without raising taxes, authorize the state to issue transportation revenue anticipation notes	Leonard, Neville, Beckman, Buck, Carver, Covarrubias, Humphrey, Liston, Neville, Saine, Van Winkle, Williams	House Transportation and Energy Hearing postpone indefinitely	21-Feb-2018	Failed	
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# Transportation Report

To: SWCCOG Board of Directors  
From: Jessica Laitsch  
Date: 22 February, 2018

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Comments: Transportation:

The next SWTPR meeting will be held at 9:00 a.m. Thursday, 5 April, 2018 at the Carnegie Building, 1188 E 2nd Ave., Durango.

Transit:

5304 Four Corners Coordinated Transit Plan – The kick-off meeting with the steering committee for this project was held on Wednesday, 7 February, 2018. We are working with the steering committee members and the consultant to identify a stakeholder group and move to the next phase of the project.

NADO Technical Assistance Cortez/Durango fixed route bus – Staff is working with the consultant to schedule a site visit for this project.

The next Regional Transit Council meeting will be held at 9:00 a.m. Friday, 16 March, 2018 at the Carnegie Building, 1188 E 2<sup>nd</sup> Ave., Durango.

# VISTA's Report

To: SWCCOG Board of Directors  
From: Dylan Lucas  
Date: 26 February, 2018

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Comments: **Recycling/RREO Grant**

We have been working on the most recent RREO grant round that will be submitted pending approval by the board. I will cover this topic in depth when we get to the decision section of the board meeting.

**Professional Development**

My data analytics course has officially finished as of yesterday. I will be looking into other professional development courses to learn more from as I finish off the second half of my time here. I think, after having just completed a programming based course, that I will look into any grant writing courses or workshops to sharpen up those skills more.

## Discussion Items

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# Decision Items

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# SWCCOG Executive Committee Minutes

To: SWCCOG Board of Directors

From: Jessica Laitsch

Date: 1 March 2018

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Comments: Executive Committee Minutes from January 25, 2018 for approval.

**Legal Review:** None

**Fiscal Impact:** None

**Staff Recommendation:** Executive Committee approve the attached minutes from January 25, 2018.

**Southwest Colorado Council of Governments  
Executive Committee Meeting  
Thursday, January 25 2018, 1:30 p.m.**

In attendance:

Karen Sheek – Town of Cortez (via phone)

Chris La May – Town of Bayfield (via phone)

Miriam Gillow-Wiles – Southwest Colorado Council of Governments (via phone)

Sara Trujillo – Southwest Colorado Council of Governments

Jessica Laitsch – Southwest Colorado Council of Governments

The meeting began at 1:32 p.m.

Miriam described the various meetings and discussions she has been engaged with while in Denver. She will be meeting with Senator Coram regarding potential changes to the Broadband high cost fund. Chris asked if the fund is only for private companies. Miriam replied yes, it is only intended for private companies and non-profits established before 2014, however there are opportunities for partnerships.

Miriam stated that Sara will talk about the 2017 budget amendment. There will also be a letter to extend the DOLA 8330 grant and contractor selection for the project with Region 9. Sara explained that she has been in communication with Lori, the All Hazards coordinator, to ensure the budget amendment is as accurate as possible. Miriam added that staff tried to avoid as many purchases as possible in 2017.

Chris asked about the money for the remaining projects through the Downtown Capital Improvement Grant. Miriam replied that she would get a contract together between Bayfield, Ignacio and the SWCCOG to ensure there is a formal agreement to protect all parties. Staff will work with the attorney to develop a contract for situations like this.

Miriam explained that she is working with San Juan Basin Health Department to address their concerns about the Rural Healthcare Grant, if they do not sign the letter the SWCCOG cannot spend any FCC money from the project in La Plata or Archuleta counties. Karen asked how this would impact the entire project. Miriam replied that the region should still be eligible for the same amount of funding, one way it could change the project is to complete it in phases, with the west side completed first and the east side later. This would mean fewer people receive the benefit at first, but may create opportunities to build a better system overall.

Chris clarified that the meeting will be the second Thursday of the month. Miriam replied that the first Thursday there was a major meeting that several board members would be attending. She added that TPR will still hold their meeting on February 1.

The meeting ended at 1:52 p.m.

# RREO: Regional Diversion Grant

To: SWCCOG Board of Directors; Executive Committee  
From: Dylan Lucas  
Date: 23 February 2018

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Comments: SWCCOG Staff is seeking to apply for the upcoming Recycling Resource Economic Opportunity (RREO) Grant through CDPHE due March 2<sup>nd</sup>. The RREO grant has a total of \$2.7 million across the state with a minimum of \$25,000 required for the projects funded; the total amount includes Tier I, Tier II, and Tier III applications. The funding will help in implementation of projects that lead to further waste diversion. Tier I applications are geared towards equipment and facility development. Tier II increase recycling through diversion but not via heavy equipment. Tier III is both Tier I and Tier II including personnel service costs.

As you will remember, we did apply for funding during the last grant cycle that ended in December, but unfortunately did not receive funding. CDPHE decided to cancel the December grant due to lack of applications. We are currently planning on putting forward a grant that would help offset the costs of regional Household Hazardous Waste (HHW) recycling events within the region.

*Identification of needs in our Region:*

- On-going rural waste diversion obstacles
  - Low tons, decentralized programs/services, no local markets for recyclable waste
- Greater focus on recycling collection for underserved areas and special waste needs

*Proposed Project:*

- Support county specific HHW recycling events by offsetting costs via grant funding
- Address special waste needs that are challenging to divert at low cost to citizens
- Funding request will support planning and implementation for the State Fiscal Year 2018-2019 (July 1<sup>st</sup>, 2018 – June 30<sup>th</sup>, 2019)

*Benefits from the project:*

- Reduction of contamination – increasing value of materials
- Increase diversion of hard to recycle materials
- Builds upon SWCCOG recycling efforts
- Increase waste diversion across region

*Financial Information:*

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# RREO: Regional Diversion Grant

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- Staff is seeking a Tier III grant
- Tier III will provide funding for staff time as well as planning
- The grant does not require a match

**Legal Review:** Not applicable

**Fiscal Impact:** A RREO grant was included in the FY2018 grant, though the actual value may be different. The RREO Tier III grant will pay for staff time directly related to the project.

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# Colorado Telehealth Network Contract

To: SWCCOG Board of Directors  
From: Miriam Gillow-Wiles  
Date: 1 March

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Comments As you may recall during previous SWCCOG Meetings, staff has mentioned Colorado Telehealth Network, or CTN, as the contractor who will be interfacing with the FCC and the SWCCOG for the rural healthcare funding from USAC (a program of the FCC). SWCCOG Staff and Legal have been working with the folks at CTN on a contract if we are successful in funding. Currently, we have been trying to update the contract to fit the needs of this project rather than make a boilerplate contract fit. Currently, there are a few challenges we need to work through as I am not comfortable presenting the CTN contract template to the Board. As a result, I would like to have the Board discuss to allow staff to continue to negotiate and sign a contract that has been approved by legal and reviewed by the Executive Committee before the April 5<sup>th</sup> Board Meeting.

There will be more discussion verbally and Legal will be attending this discussion to help answer any questions Staff cannot.

Some basic information regarding the contract:

- Match – CDOT will willing to provide match in a variety of ways, we are still working with CDOT to sort out what is cash and what is ROW. Their computer system is mostly down at the moment so the ability to calculate the ROW value has been challenging.
- Ongoing Fees – this is for the purchasing of connectivity, much like eRate (discounted \$/Mbps). The SWCCOG does not plan on doing so, and as such is trying to either remove or modify this part.
- Total Fee – based on a percentage of the total amount of award up to \$10,000,000. This will be no more than \$250,000. Staff expects to use DOLA funding for this cost.

Attached is the following:

- Redlined Contract from Legal and CTN

**Legal Review:** Ongoing

**Fiscal Impact:** Exceptionally high, this is the SWCCOG's main focus this year.

**Staff Recommendation:** Allow staff to negotiate to negotiate contract with approval by Legal and Executive Committee prior to signing before April 2018 Board Meeting.

## CTN SERVICES AGREEMENT

This CTN Services Agreement (“Agreement”) is made effective as of \_\_\_\_\_ (the “Effective Date”) between the Colorado Center for the Advancement of Patient Safety (“CCAPS”), dba Colorado Telehealth Network (“CTN”), a Colorado nonprofit corporation??, whose telephone number is \_\_\_\_\_, and whose address is \_\_\_\_\_ and Southwest Colorado Council of Governments, a political subdivision of the State of Colorado, whose telephone number is \_\_\_\_\_ and whose address is PO Box 963, Durango CO 81302, SWCCOG is a member of CTN (“Member”) and SWCCOG is a participant in the Health Care Connect Fund program (“Program”) of the Federal Communications Commission (“FCC”). ~~which~~ CTN serves as a consortium leader in the Program (“Program”).

**Commented [DL1]:** Is SWCCOG a member. What are the membership documents. What are responsibilities of membership? Are these outlined somewhere? I am thinking if we have that, we can wade into this a bit more and tighten it up.

CTN and ~~Southwest Colorado Council of Governments~~ SWCCOG (the “Parties”) agree as follows:

1. CTN shall provide ~~Member~~ SWCCOG with various services (“Services”) facilitating ~~Member’s~~ SWCCOG’s participation in the Program.

1.1 The Services shall include:

(a) Program management of ~~Member~~ SWCCOG’s application to the Program including all necessary functions described in the Program as performed by a consortium leader;

(b) Completion of all necessary FCC/USAC forms;

(c) Invoice review and oversight;

(d) SLA escalation supports;

(e) Fulfillment of FCC consortium responsibilities involving the Program; and

(f) Other related matters to which the parties may agree in writing.

~~(f)~~

**Commented [DL2]:** A-E all sounds very vague to me, I don’t understand what all it is talking about, and suggest tightening up with specifics and limitations. They are the program leader. We are hiring them it says to provide necessary function described in the program as performed by them?

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2. In consideration for the Services, ~~Member~~ SWCCOG shall pay CTN on a quarterly basis during the term of this Agreement the amounts as provided by Paragraphs 7-9.3 of this contract, payment being subject to appropriation and receipt of grant funding from FCC Rural Healthcare reflected on Exhibit A attached hereto.

**Commented [DL3]:** When do we receive funds. Can we just pay them when we receive the funds?

2.1 ~~Member~~ SWCCOG shall receive a 3% discount from amounts specified as quarterly payments and otherwise payable pursuant to ~~Exhibit A~~ Paragraphs 7-9.3 if a single payment for a full calendar year is made to CTN by the referenced due date in lieu of quarterly payments.

2.2 Payment shall be made in good funds not later than the last day of the month in which an invoice was sent.

This Agreement shall have an initial term of 12 months, commencing upon mutual execution of this contract and ending 12 months thereafter, unless terminated by either party prior to that time. It may be renewed annually for two additional one year periods by mutual written consent.

3. ~~term of three years (“Projected Term”), expiring three years from effective date. It may be renewed or~~ for one or more additional ~~Terms~~ pursuant to the Parties mutual written agreement.

3.1 Notwithstanding any other provisions hereof, the Term of this Agreement shall be coterminous with the duration of any and all Funding Commitment Letters issued by the Program in favor of ~~Member~~SWCCOG for which CTN is listed as either Consortium Leader or Third-Party Consultant, and this Agreement shall automatically terminate at the time the ~~Member~~SWCCOG's coverage under all such Funding Commitment Letters terminate for any reason.

4. This Agreement shall bind the Parties as well as their respective successors and assigns; provided, however, it may not be assigned to any person or entity without the prior written consent of the other party hereto.

5. No amendment to this Agreement shall be valid unless documented in writing by the Parties. The Parties may execute this Agreement or any amendment by duplicate counterparts delivered by fax or as a scanned PDF sent by electronic mail. Any communications related hereto may be transmitted by conventional U.S. Mail, fax or electronic mail at the address set forth below.

6. Each party represents and warrants that the execution of this Agreement is authorized and that the party intends to be bound by the provisions hereof.

~~The Parties have entered into this Agreement as of the Effective Date, notwithstanding actual signature on a different date.~~

### **Exhibit A**

~~This Exhibit A (“Exhibit”) is made part of the CTN Services Agreement (“Agreement”) effective \_\_\_\_\_ (the “Effective Date”) between the Colorado Center for the Advancement of Patient Safety (“CCAPS”), dba Colorado Telehealth Network (“CTN”), and Southwest Colorado Council of Governments, a member of CTN (“Member”) and participant in the Health Care Connect Fund program of the Federal Communications Commission (“FCC”) which CTN serves as a consortium leader (“Program”).~~

#### 7. Definitions

7.1 “Services” shall refer to the contents of Section 1.1 of the Agreement.

7.2 “Funding Commitment Letter” shall mean a letter from the Universal Service Administrative Company (“USAC”) to CTN in which USAC commits funding for any service provided at a Site for which ~~Member~~SWCCOG is the designated legal entity and for which CTN applied to USAC for such funding pursuant to this Agreement.

7.3 “Funding Start Date” shall mean the date designated “Funding Start Date” by the Funding Commitment Letter.

7.4 “Discount” shall mean the amount designated “Total Support Amount by the Funding Commitment Letter.

7.5 “Site” shall have the same meaning as used by the FCC and USAC as pertaining to the Healthcare Connect Fund Report and Order found at FCC 12-150 and related forms and documentation.

#### 8. Pricing for the Services described in the Agreement shall be as follows:

8.1 Filing Fees – these fees cover CTN’s costs involved with filing *FCC Form 460 - Healthcare Connect Fund (HCF) Universal Service Eligibility and Registration*

Form, 461 – Healthcare Connect Fund (HCF) Universal Service Healthcare Connect Fund Request for Services Form, 462 – Healthcare Connect Fund (HCF) Universal Service Healthcare Connect Fund Funding Request Form. Filing Fees are not eligible for the discount described in the Agreement Section 3.2. Filing Fees are calculated using a formula that accounts for both the total number of Sites for which a MemberSWCCOG applies for Universal Support under the Agreement as well as the amount of support represented by the Sites. Filing Fees for MemberSWCCOG under the Agreement shall be determined as follows:

$$((\$500 \text{ per site} * [\text{NO. OF SITES}]) + (0.25 * \text{total current MRC in application})) / 2 = \$[\text{TOTAL FILING FEES}]$$

*\*fees waived. Thines 1/2/18*

8.2 Service Fees – these fees cover CTN’s costs involved with the ongoing administration, auditing, and compliance reporting involved with administering the Program. 25% of the total Discount for Monthly Recurring Costs (MRC). Service fees for Non-Recurring Costs (NRC) are listed below.

$$\text{MRC} = \$[\text{TOTAL DISCOUNT}] \times 0.25 = \$[\text{TOTAL SERVICE FEES}]$$

$$\text{NRC} = \$[\text{TOTAL DISCOUNT}] \times 0.05 = \$[\text{TOTAL SERVICE FEES}]$$

\*Non-Recurring Costs

Project Cost	CTN Fee %
Up to \$1,000,000	5.0 %
\$1,000,001 - \$5,000,000	3.0 %
\$5,000,001 - \$10,000,000	2.0 %
\$10,000,001 - \$17,000,000	1.5 %

8.3 Refundable Fees – CTN agrees to refund Filing Fees if at any time MemberSWCCOG chooses to withdraw all or some Sites from application for Universal Support under the Health Care Connect Fund. This refund will remain available until USAC issues a Funding Commitment Letter covering the Sites. If MemberSWCCOG chooses to withdraw some, but not all, Sites from application, then CTN shall refund the difference between the Filing Fees as listed here and the amount the Filing Fees would have been without the withdrawn Sites.

9. Payment terms

9.1 CTN shall invoice MemberSWCCOG for the total amount of the Filing Fees upon execution of the Agreement.

9.2 CTN shall invoice MemberSWCCOG for Services Fees on a quarterly basis commencing on the Funding Start Date. For the first quarter after the Funding Start Date, CTN shall invoice MemberSWCCOG for the pro rata share of the quarter remaining after the Funding Start Date. For the last quarter of the Term, CTN shall invoice the MemberSWCCOG for a full quarterly payment amount less the pro rata amount invoiced for the first quarter.

9.3 Payment in full on all invoices shall be due 30 days after the date the invoice is created.

**Commented [DL4]:** Is it the actual cost of what it costs CTN to file for SWCCOG, that is charged by others? Not sure what this is?

**Commented [DL5]:** Here it says it is waived. So can we just eliminate it?

**Commented [DL6]:** Not sure what this means, 25 % discount of total monthly recurring cost? Suggest perhaps eliminating this paragraph and saying they get paid ½ percent of amount of the grant over 10 million, and up to \$17 million, but not to exceed \$225,000 total compensation.

**Commented [DL7]:** Can we just eliminate this if no filing fees?

**Commented [DL8]:** Can we just eliminate this if no filing fees?

**Commented [DL9]:** Confusing to me? Why not just pay them ¼ of one percent of the gran when received, capped at \$225,000 total

10. Additional Provisions:

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

CTN's Federal employer I.D. number or social security number is \_\_\_\_\_.

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

Compensation shall be paid in the trade or business name of CTN. CTN shall be solely responsible for any payroll, withholding, or other taxes, and any of its insurance requirements. THE PARTIES HERETO UNDERSTAND THAT CTN 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.

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

**Ownership of Work Product**

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

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

**Records**

CTN shall maintain records that indicate the date, time, and nature of the services rendered under this agreement. CTN shall make available for inspection by the SWCCOG all records, books of

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account, memoranda, and other documents pertaining to the SWCCOG upon reasonable request. SWCCOG, or a duly authorized representative from SWCCOG shall until three (3) years after final payment under this agreement have access to and the right to examine any of CTN's books, documents, papers, or other records involving transactions related to this contract agreement.

### **Insurance**

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

### **Conflict of Interest**

CTN 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.

CTN shall disclose any potential conflicts of interest with the project regarding other employment, contracts or representation related to this contract.

The SWCCOG may immediately terminate this contract if it determines that CTN has a conflict of interest with this contract.

### **Confidentiality**

Any confidential information provided to or developed by CTN in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by CTN without the prior written approval of the SWCCOG. CTN acknowledges that during the engagement, it will have access to and become acquainted with various information or data owned or licensed by the SWCCOG and/or used by the SWCCOG in connection with the operation of its affairs, including, without limitation, the SWCCOG's business, processes, methods, lists, accounts and procedures. CTN 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 CTN or otherwise coming into its possession, shall remain the exclusive property of the SWCCOG. CTN 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, CTN shall immediately deliver to the

SWCCOG all such files, records, documents, specifications, information, and other items in its possession or under its control.

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

### **Indemnification and Release**

CTN 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 CTN, any sub of CTN, or any officer, employee, or agent of CTN.

CTN 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 CTN 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.

(a) In addition, SWCCOG, may immediately terminate this contract pursuant to paragraph 6.9 of its Procurement Policy if CTN:

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

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

SWCCOG's approval of any services or any payment hereunder shall not in any way relieve CTN 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**

CTN, 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.

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

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

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

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

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

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

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

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

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

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

9.3

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The Parties have entered into this Agreement as of the Effective Date, notwithstanding actual signature on a different date.

Colorado Center for the Advancement  
Of Patient Safety

**Southwest Colorado Council of Governments**

Signature		Signature	
By		By	
Title		Title	
Date		Date	
Email		Email	
Address	7335 E. Orchard Rd Greenwood Village, CO 80111	Address	

# Consultant for Organizational Collaboration

To: SWCCOG Board of Directors  
From: Miriam Gillow-Wiles and Jessica Laitsch  
Date: 1 March 2018

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Comments: The SWCCOG was awarded DOLA funding for the development of a Southwest Colorado Organizational Collaboration Plan between the SWCCOG and the Region 9 Economic Development District. The SWCCOG issued an RFP for a Consultant and received four proposals. As none of the proposals stood out as head and shoulders above the rest, after the February 2018 Board Meeting, staff met with Laura Lewis-Marchino and discussed our needs more in-depth. After that meeting SWCCOG Staff engaged the two applicants that Laura and Miriam decided were the closest to our needs.

Some of the clarification we sought was the following:

- Better understanding and clarification of roles of COGs and Economic Development Districts
- Specifically how the two agencies work together to better understand variety of options for SWCCOG and Region 9
- Engagement with Staff, Executive Committees, and Boards
- Outcomes, specifically a plan to help the agencies engage and work together

The two applicants that would best meet our needs are:

- Place Dynamics – located in New Berlin, WI  
Pros: Realistic proposal that addresses requirements in RFP, has done other work throughout Colorado, solid references, lowest cost per hour  
  
Cons: Limited relevant experience - specifically regarding previous work with COGs or economic districts
  - Karen Thompson and Paul Roithmayr – located in La Plata County, CO  
Pros: Direct experience with many organizations in southwest Colorado, including the SWCCOG and its member organizations, very good references  
  
Neutral: Recommend addressing some items identified in the RFP separately - specifically legal, technology and financial matters – with content experts in the event the boards choose to move forward with any sort of collaboration plan
-

# Consultant for Organizational Collaboration

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Cons: Heavily focused on facilitation, highest cost per hour

**Attached:**

Original proposals and revised scopes submitted by Place Dynamics and Thompson and Roithmayr.

**Additional Information:**

SWCCOG purchasing policy states that bids should be awarded to the lowest qualified and responsive bidder. Additionally, the policy includes a provision to give local preference equivalent to the lesser of 10% or \$500.

**Legal Review:** Not applicable until contract negotiation

**Fiscal Impact:** Project paid for by DOLA EIAF 8573 with match from Region 9 and SWCCOG

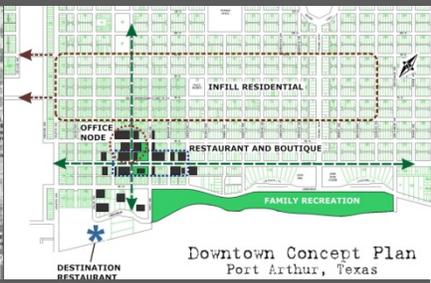
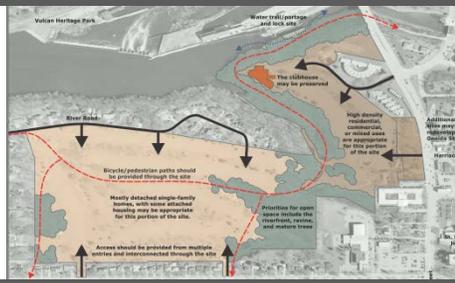
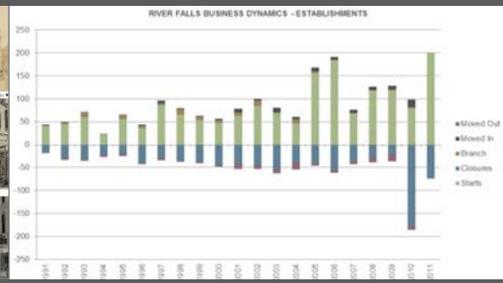
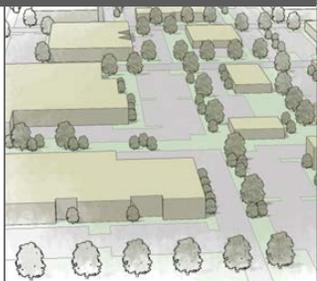
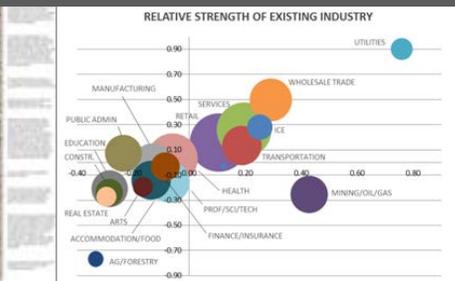
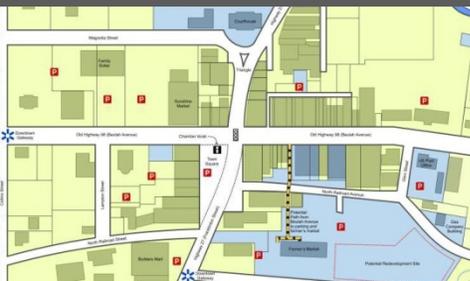
**Staff Recommendation:** Staff recommends the Board select a contractor, direct staff to begin negotiations with that contractor, and authorize execution of the final contract.

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# PROPOSAL

## Southwest Colorado Organizational Collaboration

24 January 2018



**PLACE DYNAMICS LLC**  
 3090 South Country Lane  
 New Berlin • Wisconsin • 53146  
 www.placedynamics.com

Contact: Michael Stumpf, AICP, CEcd  
 Phone • (262) 510-2131  
 Email • [michael.stumpf@placedynamics.com](mailto:michael.stumpf@placedynamics.com)

24 January 2018

Southwest Colorado Council of Governments  
ATTN: Miriam Gillow-Wiles

Via Email: [info@swccog.org](mailto:info@swccog.org)

RE: Southwest Colorado Organizational Collaboration RFP

Thank you for the opportunity to submit this proposal to assist the Southwest Colorado Council of Governments in examining opportunities for regional collaboration in the Region 9 Economic Development District. With our knowledge of Colorado, we are very familiar with the counties and communities in this area, and the challenges to collaboration across so large a region. This project complements work we are performing elsewhere in Colorado, including the City of Craig and Moffat County, and the City of Trinidad, offering opportunities for more direct interaction with partner organizations.

Place Dynamics has been providing economic development and related services to local governments since 2005. In that time we have assisted many clients in developing detailed strategies that leverage the capacity of multiple organizations, to collaborate on future economic visions. This work has included extensive engagement to develop consensus, define organizational roles, and come to an agreement on an implementation strategy.

While this proposal lays out our approach and qualifications, I would encourage you to visit our website ([www.placedynamics.com](http://www.placedynamics.com)) to learn more about our work. I can answer any questions you may have concerning our proposal. I may be reached directly at (720) 413-5801, or via email [michael.stumpf@placedynamics.com](mailto:michael.stumpf@placedynamics.com). I will look forward to your decision.

Sincerely,



Michael Stumpf, Principal  
Place Dynamics LLC

## METHODS OF APPROACH

The following techniques and activities will be used to manage the project.

- **Ongoing communication.** General communications will occur through email and teleconferencing, usually to coordinate project activities, identify information, and explore options related to the study. A regular schedule of conference calls can be established.
- **Progress drafts.** Draft materials will be shared with local project staff at key points throughout the process. These will be used to identify missing information, additional questions to explore, and potential strategies. Examples include interview notes, data files and analyses, financial analyses, etc.
- **Progress meetings.** Two on-site progress meetings are proposed during the analysis, to review the information collected and to discuss topics that data may raise. By engaging the stakeholders at these times, we will be working to help build a consensus around project recommendations.
- **Workshop.** The workshop is intended to review findings, option, and recommendations with stakeholders to identify final issues or concerns.
- **Draft report.** Place Dynamics will prepare a draft report for review by local staff.
- **Final report.** Place Dynamics will confer with project staff concerning final edits to the document, and prepare a final project report.

## SCHEDULE

We anticipate determining a final project schedule in collaboration with the client, taking into account the time necessary to complete tasks, review drafts, and schedule on-site activities. The following is presented as a general framework. We have assumed a start date of March 1<sup>st</sup>, and completion by November 15<sup>th</sup> of 2018.

<u>ACTIVITY</u>	<u>TIME FRAME</u>
Kickoff meeting .....	Mar 15
Needs assessment .....	Mar 1-May 15
Cost analysis .....	Mar 1-May 15
Duplication .....	Mar 1-May 15
Progress meeting #1.....	June 1
Best practices .....	June 1-June 30
Recommendations.....	June 1-Aug 30
Legal requirements.....	June 1-Aug 30
Progress Meeting #2.....	Aug 30
Economic analysis.....	Sep 1-Sep 30
Plan of options.....	Sep 1-Sep 30
Draft report, presentation, and final report .....	Oct 1- Nov 15

## SCOPE OF WORK

The scope of work here closely follows the scope set forth in the request for proposals, providing additional information about how our team will execute the activities.

1. **Kickoff Meeting.** Place Dynamics will schedule an initial visit to the region to conduct the kickoff meeting and interviews with stakeholders. We recommend that a core group of SWCCOG and Region 9 EDD staff participate in the kickoff meeting. Additional meetings or one-on-one interviews can be held with other staff. Other meetings will be scheduled with organizational staff and with client organizations (communities, tribes, etc.). We will seek the assistance of SWCCOG and Region 9 EDD in identifying participants and scheduling meetings.
2. **Needs Assessment.** Information-gathering for this activity will begin during interviews conducted during the initial visit. The project team may conduct additional follow-up by email and telephone. We will gather additional relevant information (mission, plans, program descriptions, staffing charts, allocation of staff time, budgets and financial statements, etc.) from the organizations.
3. **Cost Analysis.** As an extension of the needs analysis, we will examine the costs associated with service delivery within both organizations.
4. **Duplication.** Place Dynamics will identify areas of potential duplication between the two organizations in areas such as administrative functions, supplies and equipment, training, technology, and programming, where it may be possible to make changes and improve efficiency.

**PROGRESS MEETING #1:** At the conclusion of this task we will schedule a second visit to the area to present our preliminary findings from these tasks and discuss them with project staff and other representatives from the two organizations.

5. **Best Practices.** During the discussion with local project staff, at the conclusion of the prior steps, we determine specific issues for which Place Dynamics should identify best practices. The consultant team will research these and prepare summaries that may be models for this effort. These case studies will be forwarded to local project staff for review.
6. **Recommendations.** Place Dynamics will review the information and consider discussions with staff and stakeholders in preparing a set of recommendations, as outlined in the request for proposals:
  - a. Potential improved productivity and/or customer service. This shall include evaluating service levels to ensure recommendations do not decrease current service levels.
  - b. Critical differences in existing policies, procedures, operating practices and methods as well as recommendations for resolving the differences.
  - c. Differences in current service level standards, methods for integrating service levels, and mechanisms to provide local customization of services within the existing jurisdictions.
  - d. Differences in pay scales and employee benefits.
  - e. Data and voice communications differences.
  - f. Integration of computer systems and technological resources.
  - g. Recommended solutions for administrative support services such as financial services (payroll, accounting, purchasing), telecommunications and information systems management, fleet maintenance, human resource management, employee relations, legal services, etc.
  - h. Recommendations for any additional funding sources not already being captured and identify impacts on existing and future funding streams (including grants) based on consolidation, sharing of services and/or sharing of equipment, or absence thereof.
  - i. Procedural requirements to accomplish any potential partnership, sharing services and/or sharing of equipment, including requisite timelines and impact on existing operations.

- j. Process to establish the legal and management structure for the respective agreements and contracts necessary to fully implement recommendations/options presented.

The recommendations will be provided to local project staff for review and consideration.

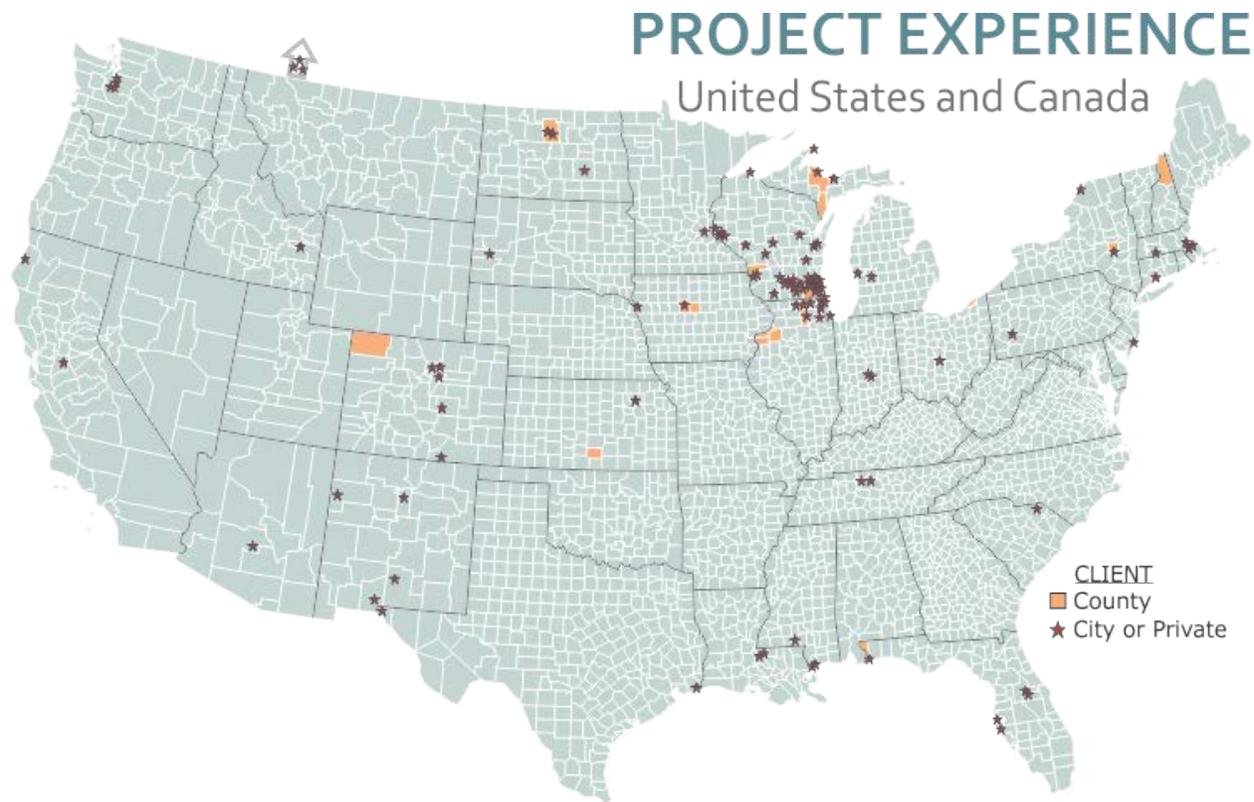
- 7. **Legal requirements.** Place Dynamics will review legal requirements related to any recommendations, including those under Colorado statutes, and federal, state, or local laws, ordinances, and regulations related to the recommendations.

PROGRESS MEETING #2: At the conclusion of this task we will schedule a third visit to the area to conduct the second of two progress meetings. The intent of the meeting is to present and discuss the recommendations with project staff and other representatives from the two organizations. Following the meeting, we will confer with local project staff to consider adjustments to the recommendations.

- 8. **Economic analysis.** Place Dynamics will prepare an economic analysis of the recommendations related to organizational collaboration and shared overhead. This will address increased efficiencies, costs, customer service, and long-term financial stability. The working document will be shared, and discussed with local project staff.
- 9. **Plan of Options.** Place Dynamics will confer with local project staff in preparing a multi-year plan outlining options and associated costs, associated with recommendations. This plan will address areas of duplication along with other recommendations, and other matters identified during the course of the evaluation. As outlined in the request for proposals, the plan will provide:
  - a. a comparison of the economic pros and cons between the recommended options
  - b. a discussion of potential areas of financial savings both immediate and long term for each agency
  - c. recommended funding formulas/cost allocations
  - d. recommended administrative oversight and cost, including legal, risk management, information systems and personnel
  - e. anticipated pros and cons for partner organizations and other interested parties
  - f. other recommended actions for consideration
- 10. **Draft report, presentation, and final report.** Place Dynamics will prepare a draft report and will return to the area to make a presentation of the analysis and recommendations. Following the presentation we will confer with local project staff to consider any revisions, and prepare a final report.

## STATEMENT OF QUALIFICATIONS

Place Dynamics was founded in 2005 in Denver, later relocating to the Milwaukee area and incorporating as a Wisconsin business. The majority of our work is with local governments and economic development agencies across the United States and Canada. We also serve private businesses and the real estate development community. Our core services are market research, economic analysis, and strategic planning for economic development, business district vitality, and land use or comprehensive planning. Our projects are notable for a methodical approach, use of unique data sources, and depth of analysis usually using models developed in-house, rather than simply purchasing unverified market reports from third party vendors.



### REPRESENTATIVE PROJECTS

#### *Economic Development Strategy, Marquette, Michigan*

Marquette is a geographically remote city located on Lake Superior in Michigan's Upper Peninsula. Once a service center for the mining and timber industries, it has reinvented itself as a nationally recognized destination for silent sports, and has been growing a significant cluster of knowledge-based industries. Place Dynamics assisted the City in developing its first economic development strategy in 2011, and an update in 2016. There are more than 20 organizations engaging in economic development in the region. A significant part of the planning process was dedicated to engaging with these organizations to determine where the City could find effective partners. Rather than attempting everything itself, the City found it more efficient to develop a strategy that calls on alliances with other organizations to deliver business financing, develop a technology cluster, address issues of regional concern, promote tourism and downtown revitalization, and maintain connections to the business community.

#### *Business Incubator Feasibility Study, River Falls, Wisconsin*

The City and the UW-River Falls sought to collaborate on a business incubator targeting biotech and agriculture. Place Dynamics was retained to perform a feasibility study and recommend operating parameters for the incubator.

Our analysis determined that there was insufficient demand to support an incubator with the desired industry specializations. If the focus was broadened to other industries it could draw a sufficient number of clients. Nearly all users would be drawn from the two counties, and almost none from Minnesota. Based on the new tenant mix, we recommended a 22,000 square foot facility with a \$3.4 million development cost.

The City provided a match to a \$1.6 million EDA grant for construction of the facility, which will be managed by the University, which will also staff the facility. Once fully established, lease revenues and fees will allow the facility to break even on the remaining costs. A subsidy would be required in the first four years of operation. The study went on to recommend key features of the proposed facility and programming to be offered to clients on a tiered basis. It also addressed the parameters for an operating agreement between the City and the University.

### *Downtown Plan, Marshfield, Wisconsin*

Marshfield has a large downtown in which several organizations play a role in revitalization. These include the City, a Main Street Program, a Chamber of Commerce, a county-wide economic development organization, and other civic organizations such as performing arts center. The strategy we developed for the City lays out an implementation plan with roles for all of these partners. It was developed with extensive involvement from the organizations along with the general public. In addition to enumerating actions and timelines for each organization, it includes a process for overall coordination and periodic check-ins to assess progress and make adjustments.

### *Souris Basin Regional Recovery Strategy, Minot, North Dakota*

Place Dynamics was part of a larger team brought in by FEMA to assist the City of Minot, the City of Burlington, and Ward County in planning for recovery after devastating floods. While specifically addressing economic development, downtown and highway commercial corridors, and historic preservation, we also contributed to efforts in other areas including housing, education, parks and recreation, and cultural resources. Altogether, the team engaged with over a thousand individuals and dozens of governmental, civic, and social organizations in defining priorities for action. The plan details multiple projects to be undertaken by different organizations to promote recovery.

### *International Marketplace, Indianapolis, Indiana*

The International Marketplace contains more than 5.5 million square feet of commercial area that once had a vacancy rate estimated at over 60 percent. It has been transitioning to a new future as first and second generation immigrants from dozens of nationalities have moved in to occupy space with ethnic shops and restaurants that have gained national attention for their quality. In our analysis and planning for the area, we needed to coordinate the efforts of the City and the International Marketplace Coalition, along with other organizations playing more targeted roles in spurring further transformation.

### *Economic Development Plan, Vernon County, Wisconsin*

Vernon County is a diverse and prosperous rural county. Demographically, it has a very large Amish community, and economically it is the home of Organic Valley. Economic development activities are divided among county and local governments that have no professional economic development staff, the Tourism Promotion and Economic Development Committee (our client), and the Vernon Economic Development Association (VEDA). While developing a successful food enterprise center, VEDA has not had a good relationship with county and local governments. The workforce development board, two regional tourism organizations, a regional planning commission, and a bi-state economic development consortium also conduct economic development planning and initiatives covering the county.

Engaging with all of these organizations, we examined their mission, capabilities, and accomplishments to find an optimal allocation of responsibilities with regard to Vernon County. It will be the role of the Tourism Promotion and Economic Development Committee to provide coordination and help to steer these organizations, but VEDA will provide entrepreneurial and small business development, the 7-Rivers Alliance will market outside of the region for business attraction, local communities will focus on preparing commercial and industrial development sites, the Driftless Region will focus on regional tourism research, planning, and marketing, and other organizations will also have defined roles, often defined through contractual agreements with the County.

## PROJECT TEAM

The project team we have assembled for this project consists of two highly experienced individuals.

- **Michael Stumpf.** Michael Stumpf will serve as project manager. He had a diverse career in private industry and economic development, prior to starting Place Dynamics in 2005. In his prior work, he has been responsible for initiating new economic development organizations in the government and nonprofit sectors, and in the continuous assessment and revision of programs and services. Through Place Dynamics, Michael has led numerous economic development and other planning projects that have often required an organizational and program assessment as part of the broader project scope.

Michael has a Master of Science in Economic Geography and a Bachelor of Science in Public Administration from Northern Illinois University. He has held certifications from both the American Institute of Certified Planners (AICP) and International Council of Economic Developers (CEcD).

- **Marilyn Haroldson.** Marilyn Haroldson's career has been as both an economic developer and a commercial real estate broker and consultant. She served for several years as the director of the Jefferson County Economic Development Council, and in the years since has been acting as the continuing economic development advisor to several Wisconsin communities. Marilyn has led the formation of local economic development organizations and has consulted on similar assessment projects.

Marilyn holds a Master of Arts in Real Estate and Economic Development, and has served as adjunct professor teaching economic development at the UW-Milwaukee. She is recognized as an Economic Development Finance Professional (EDFP) by the National Development Council and a Certified Economic Developer (CEcD) through the International Economic Development Council. She is also a licensed real estate broker.

- **Cecilia Deal.** Cecilia comes to the economic development field with a background in business process development, human resources and training, and product roll-out. She has worked for large corporations and as a consultant to private industry, often in the areas of user acceptance for new software and processes. Her expertise in this area, along with human resources

## AVAILABILITY

Members of the project team are committed to other projects across the United States, including other work based in Colorado. We do not anticipate those other projects requiring the time necessary to deliver this one according to the proposed schedule. Our additional assignment, at this time, include:

- Business Development Toolkit, Craig/Moffatt County, Colorado
- Downtown Master Plan, Clintonville, Wisconsin
- Downtown Master Plan, Marshfield, Wisconsin
- Innovation Center Feasibility Analysis, Western Wisconsin Workforce Development Board
- Manufacturing Jobs Study/Port Utilization Study/Food Processing Study, Eureka, California
- Retail and Dining Market Analysis and Strategy, Trinidad, Colorado
- Supply Chain Gap Analysis and Strategy, Superior Trade Zone

## COST OF SERVICES

Place Dynamics will complete the Feasibility Study for a fixed fee of \$35,000. This fee is inclusive of data, travel, and other expenses as described in the proposal.

Place Dynamics maintains general and professional liability, worker compensation, and auto insurance policies meeting or exceeding the requirements identified in the request for proposals. Certificates can be provided upon request.

Place Dynamics is a veteran-owned small business with an application in progress for designation as a service-disabled veteran-owned business.

## TASK HOURS/COST

The following is a breakdown of the estimated hours and itemized costs for this project.

ACTIVITY	HOURS	COST
Kickoff meeting .....	60 .....	\$4,500
Needs assessment .....	80 .....	6,000
Cost analysis .....	20 .....	1,500
Duplication .....	20 .....	1,500
Progress meeting #1.....	20 .....	1,500
Best practices .....	40 .....	3,000
Recommendations.....	80 .....	6,000
Legal requirements .....	24 .....	1,800
Progress Meeting #2.....	24 .....	1,800
Economic analysis.....	24 .....	1,800
Plan of options .....	24 .....	1,800
Draft report, presentation, and final report .....	24 .....	1,800
Travel and materials.....		\$2,000
<b>TOTAL .....</b>	<b>440.....</b>	<b>\$35,000</b>

## LEGAL ISSUES

Neither Place Dynamics nor the members of this team are facing any legal issues. We are not aware of any conflicts that might interfere with our ability to perform the work necessary for this project.

## REFERENCES

The following individuals may be contacted as references for Place Dynamics. These projects have been completed in the past year.

### **Short Elliott Hendrickson Inc.**

Andrew Dane, AICP, ENV SP  
425 W. Water Street, Suite 300  
Appleton, WI 54911  
(920) 585-3593  
[adane@sehinc.com](mailto:adane@sehinc.com)

*Multiple projects: Wisconsin cities/villages – Blair, Oakdale, Menasha, Marshfield, Clintonville; Vernon County*

### **Vernon County, Wisconsin**

Diane McGinnis, Resources and Conservation Director  
Room 108 Courthouse Annex  
Viroqua, WI 54665  
608-637-5379  
[diane.mcginnis@vernoncounty.org](mailto:diane.mcginnis@vernoncounty.org)

*Vernon County Economic Development Plan*

### **City of Marquette**

Dennis M. Stachewicz, Jr., Director of Planning and Community Development  
300 West Baraga Avenue  
Marquette, Michigan 49855  
906-225-8377  
[dstachewicz@mqcty.org](mailto:dstachewicz@mqcty.org)

*Economic development plan and update*

**7. Certifications:**

On behalf of the Vendor submitting a proposal for the Southwest Colorado Organizational Collaboration Project:

The individual signing certifies that he/she is authorized to contract on behalf of the Vendor.

The individual signing certifies that the Vendor is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Vendor.

The individual signing certifies that the prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.

The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the Vendor from submitting a proposal.

The individual signing certifies that there has been no attempt by the Vendor to discourage any potential other vendor from submitting a proposal.

The individual signing certifies that the Vendor meets all of the general standards concerning qualifications, licensing, independence, due professional care and quality control.

The individual signing certifies that he/she has read and understands all of the information in this Request for Proposal.

The individual signing certifies that the Vendor, and any individuals to be assigned to the contract, do not have a record of substandard work and has not been debarred or suspended from doing work with any federal, state, or local government.

Dated this 24th day of January 2018

Place Dynamics LLC

Southwest Colorado Organizational Collaboration Project Vendor's Name



Signature of Vendor Representative

Michael Stumpf, Principal

Printed Name and Title of Individual Signing

# SCOPE OF WORK

The scope of work here closely follows the scope set forth in the request for proposals, providing additional information about how our team will execute the activities.

Our intent is to work primarily through staff of the two organizations to assess operations, potential models, and alternatives. During this phase of the project we will have minimal interactions with the boards of the two organization, and that through a small subcommittee that is intended to review draft ideas and offer advice to the team. This effort will culminate in a set of issues and alternative approaches that we will present to the two boards. In a workshop setting, we will assist the boards in choosing among alternatives to fashion an overall organizational design that is the best fit for the local area. Following this, we will again work with staff and the subcommittee in determining how that design can be achieved through short- and long-term actions.

1. **Kickoff Meeting.** Place Dynamics will schedule an initial visit to the region to conduct the kickoff meeting and interviews with stakeholders. We recommend that a core group of SWCCOG and Region 9 EDD staff participate in the kickoff meeting. Additional meetings or one-on-one interviews can be held with other staff. Other meetings will be scheduled with organizational staff and with client organizations (communities, tribes, etc.). We will seek the assistance of SWCCOG and Region 9 EDD in identifying participants and scheduling meetings. *These meetings will be with staff from the organization. As well as helping us to become acquainted with the organizations, we will use the meetings to gather insight into topics that may be explored through the case studies of other organizations.*
2. **Case Studies.** Place Dynamics will confer with staff to identify three combined COG/ED Districts for which we will prepare broad case studies, concentrating on developing models of what has been successful within the organizations.
3. **Needs Assessment.** Information-gathering for this activity will begin during interviews conducted during the initial visit. The project team may conduct additional follow-up by email and telephone. We will gather additional relevant information (mission, plans, program descriptions, staffing charts, allocation of staff time, budgets and financial statements, etc.) from the organizations.
4. **Cost Analysis.** As an extension of the needs analysis, we will examine the costs associated with service delivery within both organizations.
5. **Duplication.** Place Dynamics will identify areas of potential duplication between the two organizations in areas such as administrative functions, supplies and equipment, training, technology, and programming, where it may be possible to make changes and improve efficiency.

PROGRESS MEETING #1: At the conclusion of this task we will schedule a second visit to the area to present our preliminary findings from these tasks and discuss them with project staff and other representatives from the two organizations. *We recommend forming a subcommittee representing the boards of the two organizations, with a manageable number of members, who can offer input and advice to the project team.*

6. **Best Practices.** During the discussion with local project staff, at the conclusion of the prior steps, we determine specific issues for which Place Dynamics should identify best practices. The consultant team will research these and prepare summaries that may be models for this effort. These case studies will be forwarded to local project staff for review.
7. **Recommendations.** Place Dynamics will review the information and consider discussions with staff and stakeholders in preparing a set of recommendations, as outlined in the request for proposals:
  - a. Potential improved productivity and/or customer service. This shall include evaluating service levels to ensure recommendations do not decrease current service levels.
  - b. Critical differences in existing policies, procedures, operating practices and methods as well as recommendations for resolving the differences.

- c. Differences in current service level standards, methods for integrating service levels, and mechanisms to provide local customization of services within the existing jurisdictions.
- d. Differences in pay scales and employee benefits.
- e. Data and voice communications differences.
- f. Integration of computer systems and technological resources.
- g. Recommended solutions for administrative support services such as financial services (payroll, accounting, purchasing), telecommunications and information systems management, fleet maintenance, human resource management, employee relations, legal services, etc.
- h. Recommendations for any additional funding sources not already being captured and identify impacts on existing and future funding streams (including grants) based on consolidation, sharing of services and/or sharing of equipment, or absence thereof.
- i. Procedural requirements to accomplish any potential partnership, sharing services and/or sharing of equipment, including requisite timelines and impact on existing operations.
- j. Process to establish the legal and management structure for the respective agreements and contracts necessary to fully implement recommendations/options presented.

The recommendations will be provided to local project staff for review and consideration.

We propose to address the recommendations as sets of issues and options. In our approach we will describe an issue and why it is significant, then offer two or more choices of how it might be addressed. The implications of each choice will be summarized. In this way, the boards of the two organizations can have a more active hand in designing how the two organizations may come together.

PROGRESS MEETING #2: At the conclusion of this task we will schedule a third visit to the area to conduct the second of two progress meetings. The intent of the meeting is to present and discuss the [alternative recommendations](#) with project staff and other representatives from the two organizations. [This will also provide an opportunity to meet with the two boards in more of a workshop format, to consider issues and alternative responses.](#) Following the meeting, we will confer with local project staff to [review and](#) consider adjustments to the recommendations.

- 8. **Legal requirements.** Place Dynamics will review legal requirements related to [chosen](#) recommendations, including those under Colorado statutes, and federal, state, or local laws, ordinances, and regulations related to the recommendations.
- 9. **Economic analysis.** Place Dynamics will prepare an economic analysis of the recommendations related to organizational collaboration and shared overhead. This will address increased efficiencies, costs, customer service, and long-term financial stability. The working document will be shared, and discussed with local project staff.
- 10. **Plan of Options.** Place Dynamics will confer with local project staff in preparing a multi-year plan outlining options and associated costs, associated with [the chosen](#) recommendations. This plan will address areas of duplication along with other recommendations, and other matters identified during the course of the evaluation. As outlined in the request for proposals, the plan will provide:
  - a. a comparison of the economic pros and cons between the recommended options
  - b. a discussion of potential areas of financial savings both immediate and long term for each agency
  - c. recommended funding formulas/cost allocations
  - d. recommended administrative oversight and cost, including legal, risk management, information systems and personnel
  - e. anticipated pros and cons for partner organizations and other interested parties
  - f. other recommended actions for consideration

The plan will outline short-term (1 to 3 years) and long-term actions (4 to 5 years), working toward the intended reorganization.

**Draft report, presentation, and final report.** Place Dynamics will prepare a draft report and will return to the area to make a presentation of the analysis and recommendations. Following the presentation we will confer with local project staff to consider any revisions, and prepare a final report.

January 23, 2018  
Southwest Council of Governments  
PO Box 963  
Durango, CO 81302

Dear Miriam and Committee,

Thank you for the opportunity to respond to your RFP for consultant/facilitation support for your project. The RFP was well written, comprehensive and complete and clearly outlines all the steps required prior to making a determination as to the way(s) the SWCCOG and Region 9 Economic Development District could collaborate and be more efficient and effective.

However, after reading the RFP, it appears to us that there are several steps that are essential, but potentially costly and which would not need to be completed until and unless the two entities had made the firm commitment to move forward to some manner of joint operation.

Those items are:

The Legal assessment - how to rewrite all legal documents to incorporate the key components of each entity plus adding any additional elements necessary to accommodate the new arrangement(s). This step will require legal expertise as well as knowledge of governmental and organizational standards.

The Information technology – While a general consultant can identify the programs that each organization is currently using, what works well, what is missing and what could be improved; again the final decision as to the IT system that could/should be adopted by the new structure would need input from an IT professional who both understands the systems currently being used and what other systems exist that may serve the organizations to a better degree.

Finally, the financial decisions would need the expertise of a CPA or expert financial consultant who could evaluate and optimize the system(s) currently being employed and recommend the best solution.

That being said, by virtue of the expertise and the costs of these assessments and recommendations, it appears that it would be a more appropriate first step to do the equivalent of a feasibility study prior to engaging individual experts to complete the more specific next steps. Unless there is an agreement among the leadership of both organizations to go forward with some form of collaboration, many of those high cost analyses, would be an unnecessary expense to the two organizations.

Therefore, our response to your RFP proposes a more collaborative problem-solving approach as a first step vs. providing recommendations as subject matter experts.

Our recommendation is that you split this process into 4 distinct phases:

Phase 1 – Data gathering and Analysis. This phase would end with a decision regarding the best option to pursue as determined by the decision makers of both organizations. Keeping in mind that the decision could be to do nothing.

Phase 2 – Planning. During this phase, we would support the appropriate individuals in creating a road map and timeline to facilitate implementation of the chosen option and identifying the steps and expertise required to execute the desired plan.

Phase 3 – Execution. Implementation of the selected option assuming there is a decision to move forward.

Phase 4 – Evaluation and refinement

Based on the discussion above, we are proposing to complete the portions of the RFP (Phase 1 and part of Phase 2) that align with a preliminary feasibility study and we recommend that SWCCOG and Region 9 do not incur the costs of expert involvement until and unless the Boards of the two entities determine that they, in fact, do want to create a new organization structure or operating strategies to share resources in order to be more efficient and effective and help assure their sustainability.

We appreciate your attention to this letter and the proposal we are putting forward. Should you decide to select us to do the work, we commit to providing the most complete and comprehensive analysis that we can provide in a timely and professional manner along with any other observations and recommendations that we deem appropriate and that will provide you with a solid basis to move to a Phase 3 implementation.

Once again, we appreciate the opportunity to respond to your RFP and would welcome the opportunity to work with you.

Best Regards,  
Karen Thompson

Paul Roithmayr

## **Proposal for Southwest Colorado Council of Governments and Region 9 Economic Development District**

### **UNDERSTANDING OF SITUATION AND NEED**

The Southwest Colorado Council of Governments (SWCCOG) and Region 9 Economic Development District (Region 9) are two separate entities that serve municipalities in Southwest Colorado. Each entity looks at issues, concerns and opportunities that cross district and municipality lines and cannot effectively be resolved by any one single entity. These issues cross boundaries and require collaboration and cooperation to effectively resolve.

Region 9 was incorporated in 1989 and has been serving the Southwest for 29 years. It is a public/private partnership that works to improve economic conditions and coordinates economic development efforts in five Colorado counties. It has 26 Directors on its Board, 17 from local government jurisdictions and 9 from the private sector.

SWCCOG officially formed in December of 2009 and has participation from 14 governmental jurisdictions across the region. Representatives to the organization are designated by each Member jurisdiction annually and are entitled to one (1) full vote at meetings. Member jurisdictions must have a current, signed Intergovernmental agreement to be entitled to vote.

The two entities currently serve approximately the same constituents, with the exception of Region 9, which also has Montezuma County, the Ute Mountain Ute Tribe and the Southern Ute Tribe as members. SWCCOG also works with the tribes, but the tribes are not official members of the COG.

Both organizations have Executive Directors and both have separate Boards of Directors/Representatives, staffs, office locations, support structures and costs.

The SWCCOG and Region 9 want to explore the possibilities of collaborating, cooperating and /or merging some or all of their operations to promote improved efficiencies and effectiveness and to enable greater resiliency over the long-term.

Our current understanding is that options have not been explored and that no decision has been made.

## **DESIRED OUTCOMES**

1. A plan for the SWCCOG and the Region 9 Economic Development District to enhance their collective efficiency, effectiveness and program sustainability.
2. Greater resiliency to withstand upturns and downturns in political focus, changing economic conditions and funding.
3. Improved service delivery, economies of operation, and cost savings due to a reduction in overlap and duplication.
4. Greater capacity for collaboration.
5. Identify additional services that could be provided as a result of collaboration or cooperation. What synergies might exist?
6. Consensus and shared commitment to the plan.

## **DELIVERABLES**

To support the above outcomes, we will provide the following:

1. Design of consulting process / engagement, data collection methods, and stakeholder meetings.
2. Data collection and synthesis.
3. Meeting facilitation.
4. Analysis of Data with Options
5. Documentation of meeting and consulting engagement outcomes.

## **APPROACH**

**Phase I - Step 1 - Initial Data Collection.** The purpose of this phase is to gain a more comprehensive understanding of the current situation and to gain the information necessary to support the organizations' leaders through a decision making process. Our objectives would be to understand and document the following:

1. Identification of key stakeholders and organization members from each organization.
2. Respective missions, charters, and scope of responsibilities.
3. Operations, Policies and HR documents and practices of each organization.
4. The problems to be solved and opportunities to be seized.
5. Understanding of ways in which the two organizations are currently cooperating/collaborating.
6. Any options considered or tried and any formal or informal decisions made by key stakeholders about those options.
7. An initial set of potential solutions, including perceived benefits and concerns and any missing information that would facilitate informed decision-making.
8. Current service levels provided by each organization to key constituencies, including strengths, opportunities for improvement, and perceived gaps and areas of duplication, if any.

9. Identifying situational factors, organizational relationships, group dynamics and any other relevant information regarding the problem/opportunity, potential solutions, and capacity for change.

Proposed data collection methods would likely include but are not be limited to:

1. Interviews with the Executive Directors.
2. Interviews, surveys and/or focus groups with staff and leadership of both organizations.
3. Identifying and collecting all documents and materials required to make preliminary evaluations of the operations and processes, customer relations, services provided by each organization, staffing, salaries, responsibilities, financing, IT and legal and any services missing.
4. Follow-up Questions.
5. Data-mining of relevant meeting minutes and documents, including organization charts, to understand the finer workings of each organization.
6. An on-line survey of key constituencies to gather feedback from all perspectives.
7. A joint kick-off meeting with the leadership of both organizations to identify, digest, interpret, and confirm relevant information. (A keypad technology called *The Innovator* can be used where each participant can register their responses to questions in an anonymous fashion.)
8. Additional meetings/interviews with other constituents, as required.

#### **Phase 1 – Step 2 – Analysis, Feedback and Decision.**

During this step of Phase 1 we would analyze all of the documents and data that has been collected, making comparisons, looking for duplications, overlaps and unique offerings, evaluating feedback from constituents and customers and putting that information into a meaningful and useful format which we would deliver to the decision makers.

A four to eight hour meeting with key leadership of both organizations would then be held as soon as possible to accomplish the following:

1. Collective confirmation of the problems or opportunities.
2. Identification and presentation of potential options.
3. An analysis of pros and cons of each option.
4. A decision as to the preferred path forward.
5. An assessment of the willingness of the key members to engage in this change.

At this juncture, if the stake-holders have difficulty selecting an option or committing to an option, additional meetings might be required.

#### **Phase 2 – Step 1 – Action Planning,**

A 4 to 8 hour meeting (or 2 4-hour meetings) will be held with the designated members of both organizations to create a roadmap of all pertinent steps and activities required to implement the option decided upon. In addition, the plan will include recommendations for engaging additional resources

from both organizations, outside subject matter experts, communication with key stakeholders, and monitoring and course-correcting the plan over time.

### **Phase 3: Implementation of the plan, and Monitoring**

This phase of the plan would be executed by the leadership and staff of the organization with support from the facilitators as necessary.

### **Phase 4: Evaluation and Next Steps.**

A debrief of the project and results will be held by the facilitators with the Executive Directors of both organizations along with their respective Boards and/or their designated decision makers. Plans to further reinforce the change and maintain momentum will also be discussed.

**Next Steps** – Should we be selected to fulfill the initial stages of this project we would like to begin immediately with interviews with the two EDs and data collection. With this information in hand we would then schedule the facilitated meeting between the combined members of the two organizations. These steps would be essential components of making certain we had the input from all key stakeholders and the information required to begin the evaluation and analysis. If the selection of a contractor should happen on schedule by February 8<sup>th</sup>, we would propose scheduling those meetings within the following 3 weeks.

### **Scope of Work Considerations**

1. Methods of Approach – Included in the body of the proposal
2. Scope of Work Deliverables – Included in the body of the proposal
3. Qualifications and Experience – Bios attached
4. List of Project Personnel – The key participants responsible for this project will be Karen Thompson and Paul Roithmayr. Respective bios attached. We will engage any additional participants in the process as the project demands going forward.
5. References: See attached client lists for both consultants. References will provided as required.
6. Availability – Karen will be working on this project full time with significant participation and support of Paul and the additional support of any additional expertise that is required for this portion of the project.
7. Estimated Hours by Task – Included in the body of the proposal at page 9.
8. Cost of Services – Included in the body of the proposal.
9. Neither Karen or Paul or their organizations have any legal issues pending.

## ROLES AND RESPONSIBILITIES

### General Responsibilities – All Roles – Both Contractor and Consultant

- Meet commitments (e.g., meeting schedules, action items) or renegotiate in advance.
- Address issues quickly, directly, and constructively.
- Respond to communications in a timely manner (preferably within 48 hours).
- Establish expectations and maintain agreements regarding confidentiality.
- Share all valid and useful information.

### Consultant / Facilitator

- Drive completion of deliverables to schedule.
- Assist client in planning and coordinating logistical requirements.
- Facilitator role: help group achieve intended meeting outcomes by guiding how the group works together. Specific responsibilities include: establishing desired meeting outcomes; managing agenda flow and time usage; modeling effective group process; helping group abide by meeting norms; clarifying, summarizing, and reviewing decisions and action items; and helping the group reflect and learn.
- Be an advocate for: clear goals and success criteria; simplicity; an examination of costs, risks, and limitations; the client system as a whole; stakeholder involvement; integration and balance of stakeholder interests; clear action items and follow-up plans; self-sustaining capabilities; real-time learning; the role of process in achieving outcomes; drawing out valid and useful data; and free and informed choice.
- Complete analyses, assessments and comparisons of documents and information in order to be well prepared for each meeting.
- Model the standards, values, and ethics of the Organization Development profession.

### Client / Executive Sponsor

- Identify all necessary decision makers and gain requisite buy-in for and approval of the project prior to beginning the consulting engagement.
- Coordinate logistical preparations for meetings (e.g., communication and invitations, handling of participant questions, participant and room scheduling, provision of equipment, reproduction of meeting materials, etc.).
- Provide single point of contact for design and coordination purposes.
- Be accountable for approving engagement activities and the final outcome.
- Help consultant identify key information pertinent to the success of the engagement.
- Serve as a visible and vocal champion for the engagement and intended outcomes.
- Provide timely feedback, support and resources (as needed), and a final evaluation of the engagement.

## INVESTMENT, EXPENSES, AND PAYMENT TERMS

The total investment estimate is \$45,450 + expenses. A time estimate breakdown is provided below:

Step/Deliverable	Estimated Hours	Rate	Total
1. Design of Consulting Process	8 hours	\$200	\$1,600
2. Phase 1–Step 1 – Initial Data Collection Includes data gathering (e.g., interviews, surveys, focus groups) and synthesis, pre-work design and synthesis, agenda design, logistics/prep meetings, and agenda review with Miriam and Laura.	45 hours	\$200	\$9,000
3. Phase 1-Step 1 - Research	24 hours	\$100	\$2,400
4. Phase 1-Step 2 – Review, analysis and synthesis of documents, processes and policies.	75 hours	\$200	\$15,000
5. Documentation of research, interviews and meeting outcomes. (Clerical rate)	30 hours	\$75	\$2,250
6. Phase 2-Step 1 – Action Planning (one of the meetings itemized below in #7)			
7. Phases 1 & 2 - Meeting facilitation assuming 2-3 facilitated meetings. Includes agenda design, question development, process design, facilitation, transcription of results, synthesis and analysis, and report. These meetings will occur in different phases of the project as needed.	60 hours	\$200	\$12,000
8. Implementation Consulting	Up to 8 hours	\$200	\$1,600
9. Evaluation and Refinement	Up to 8 hours	\$200	\$1,600
<b>TOTAL:</b>	<b>258 hours</b>		<b>\$45,450</b>

We will complete all the work outlined for the RFP within the budget of \$35,000 plus any out-of-pocket expenses.

### Deposit and Payment Terms:

1. A retainer of 25% of the contract price (\$8,750.00) will be payable at the time of engagement. The balance of the contract will be billed in 3 additional payments corresponding with the work being completed; final payment due upon completion of the project.

2. The time requirement is based on a best estimate to complete the deliverables described. Any significant change in deliverables may lead to a change in the time required and overall cost and will need to be discussed and agreed upon in advance.
3. It is our intention to work with you to ensure that work is carried out as planned. While we recognize that circumstances can arise that require work to be re-scheduled or cancelled, we reserve the right to charge 100% of professional fees and expenses *for work already completed*, if all work does not occur as planned.
4. Travel and expenses incurred on behalf of the client will be billed at cost. Mileage will be billed at the current Internal Revenue Service mileage rate.
5. Payment due within 30 days of being invoiced.

## **7. Certifications:**

On behalf of the Vendor submitting a proposal for the Southwest Colorado Organizational Collaboration Project:

The individual signing certifies that he/she is authorized to contract on behalf of the Vendor.

The individual signing certifies that the Vendor is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Vendor.

The individual signing certifies that the prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.

The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the Vendor from submitting a proposal.

The individual signing certifies that there has been no attempt by the Vendor to discourage any potential other vendor from submitting a proposal.

The individual signing certifies that the Vendor meets all of the general standards concerning qualifications, licensing, independence, due professional care and quality control.

The individual signing certifies that he/she has read and understands all of the information in this Request for Proposal.

The individual signing certifies that the Vendor, and any individuals to be assigned to the contract, do not have a record of substandard work and has not been debarred or suspended from doing work with any federal, state, or local government.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018

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Southwest Colorado Organizational Collaboration Project Vendor's Name

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Signature of Vendor Representation

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Printed Name and Title of Individual Signing

6.

**Karen J. Thompson**  
***C<sup>2</sup>: Creating Connections***  
**karen@c2creatingconnections.com**



Karen Thompson is a skilled consultant, facilitator and trainer in the areas of individual development, organization development, and management with over 27 years working with both for profit and not-for profit organizations. Her experience and expertise includes sales, sales management, customer service management, operations management, new business start-up, association management, and organization consulting including strategic planning and organizational alignment.

Karen transitioned from Washington, DC to Durango over a period of about 6 years...commuting back and forth to continue working with clients.

Once settled in Durango, Karen was fortunate to be selected for the 2006-07 LLP class where she met a wonderful group of people and gained an in-depth understanding of the workings of Durango. Since completing her LLP class, Karen has served on the Curriculum Committee, chaired the Steering Committee for 2 years and served for one year as the Leadership Coordinator for the organization. Karen still serves on Steering as past chair.

Karen has also volunteered in a number of capacities for not-for-profit organizations in Durango including Board member and interim Executive Director for the Durango arts Center, and most recently, as committee member for the Community Foundations inaugural speaker series and committee member for the Community Concert Hall's 20<sup>th</sup> anniversary celebration.

Karen has assisted several governmental and non-profit organizations in southwest Colorado by facilitating their strategic planning and development efforts. Recent clients include Axis Health, Southwest Colorado Council of Governments and the City of Cortez. Karen's work with these organizations has given her significant insight into the needs and challenges of non-profit and public service organizations.

Karen considers her greatest talent to be the ability and willingness to ask the really hard questions and challenge people's assumptions during her work with organizations. Her ability to listen and her uncanny knack for hearing not only what *is* said, but also what *is not* said, has allowed her to make insightful connections and verbalize what remains unknown, or simply unspoken. Her ability to ask the tough questions unmask hidden agendas and brings all the issues to the table. Karen knows how to tie everything together to find common ground for mutual understandings so that equitable decisions can be made. The result is an experience of serendipity that takes groups exactly where they need to be, but may not have intended to go.

**Partial Client List:**

- StoneAge Tools (Durango, CO)
- 1<sup>st</sup> National Bank of Durango
- Axis Health Systems
- SWCCOG
- Cortez City Council

- 1<sup>st</sup> Southwest Bank
- Leadership La Plata
- Women's Resource Center (Durango, CO)
- Fort Lewis College – Interpersonal Skills Training
- Afton Chemical (Richmond, VA)
- Red Cross America (Washington, DC)
- National Institute of Health (Washington, DC)
- FDA (Washington, DC)

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### **Paul Roithmayr**

Paul Roithmayr has been helping organizations achieve goals, enhance effectiveness, and develop capability for over 20 years. He has worked in a wide range of industries (including technology, manufacturing, media and entertainment, utility, healthcare, financial, transportation, and services) and has proven expertise in working with CEOs, front-line employees, and all levels in between. Paul has worked with business leaders from Europe, Latin America, the Middle East, and Southeast Asia, and he is adept at working in all phases of an organization's life cycle (i.e., start-up, fast-growth, sustained operation, merger, acquisition, and contraction). Paul's range of experience has honed his ability to lead successful change and development efforts within extremely diverse and challenging contexts.

Paul's key areas of expertise include: strategy and organizational alignment; culture change; leadership development (e.g., succession planning and executive coaching); team effectiveness and collaboration (e.g., team coaching, meeting design and facilitation, cross-organizational coordination); and participative improvement processes (e.g., in the areas of safety, quality, cost and waste reduction, business process re-design, and organizational sustainability).

Paul's previous positions include Organization Development (OD) leadership roles at several highly-respected, global companies. Paul served as Vice President of OD at Gemstar-TV Guide International (owned by News Corporation), Director of OD and Training at Twentieth Century Fox Film Corporation (owned by News Corporation), and in various domestic and international OD roles at Intel Corporation. Earlier in his career, Paul contributed to basic and applied research in the areas of aircrew performance, airline accidents, and the high-technology market.

Paul holds a Master of Arts degree in Industrial and Organizational Psychology (with a certificate of specialization in OD and Leadership) from the University of West Florida and a Bachelor of Arts degree in Psychology from the University of Texas at Austin. He lives with his family in Durango, CO.

For additional information, please see: [www.linkedin.com/in/proithmayr](http://www.linkedin.com/in/proithmayr)

#### **Partial Client List:**

- Arizona Public Service Company (Electric Utility – Phoenix, AZ)
- Colorado Rural Electric Association (Electric Cooperative Trade Group – Denver, CO)
- Covidien / Tyco Healthcare Group, LP (Medical Device Manufacturing – Boulder, CO)

- Dynabrade, Inc. (Global Tool Manufacturing – Clarence, NY)
- eHarmony, Inc. (Technology, On-line Dating Service – Santa Monica, CA)
- Eisai, Inc. (Pharmaceuticals – Woodcliff Lake, NJ)
- Fox Entertainment Group, Inc. (Media and Entertainment – Los Angeles, CA)
- Gerson Lehrman Group, Inc. (Financial Services – New York, NY)
- Hospice of Montezuma, Inc. (End of Life Care – Cortez, CO)
- Hot Shot Services, Inc. (Delivery and Warehousing – Albuquerque, NM)
- Itron, Inc. (Utility and Smart City Solutions – Liberty Lake, WA)
- La Plata County Attorney’s Office (County Government – Durango, CO)
- L.S. Starrett Company (Tool Manufacturing – Athol, MA)
- Merck and Co., Inc. (Pharmaceuticals – Whitehouse Station, NJ)
- National Business Incubation Association (Professional Association – Tampa, FL)
- Osprey Packs, Inc. (Outdoor Recreation – Cortez, CO)

Additional information about Same Page Solutions can be found at [www.samepagesols.com](http://www.samepagesols.com)

## Revision to Proposal for the SWCCOG and Region 9

Based on conversations with, and input from, the ED’s of the two organizations, we are outlining the following revisions to the original proposal submitted on January 24<sup>th</sup>. It is our understanding that this project is to be staff driven with appropriate but limited input from the respective board members with the final approval by the two boards.

### DESIRED OUTCOMES

1. A plan for the SWCCOG and the Region 9 Economic Development District to enhance their collective efficiency, effectiveness and program sustainability.
2. Greater resiliency to withstand upturns and downturns in political focus, changing economic conditions and funding.
3. Improved service delivery, economies of operation, and cost savings due to a reduction in overlap and duplication.
4. Greater capacity for collaboration.
5. Identify additional services that could be provided as a result of collaboration or cooperation. What synergies might exist?
6. Consensus and shared commitment to the plan.

### DELIVERABLES

Should Karen Thompson and Paul Roithmayr be selected as the consultants for this project, upon signing of the contract, we would complete and deliver the following to support the above outcomes:

1. Design of consulting process / engagement and data collection methods.
2. Data collection, analysis, and synthesis.
3. Summary of research results and outline of options with advantages of each
4. Meeting design and facilitation (e.g., for a decision on a recommendation, decision ratification, and implementation plan).
5. Documentation of meeting and consulting engagement outcomes.

### ESTIMATED TIMELINE

Task	Activity/Deliverable	Due Date
Signing of Contract		
Delivery of list of documents required from each organization	These documents will be gathered by each organization and delivered to consultants	Immediately after signing of contract
Initial Meeting with Laura and Miriam – Individually and together	To gather additional information and clarification about the structure and operation of each organization	April 5 <sup>th</sup> or 6 <sup>th</sup> , 2018

Review	A chart outlining similarities and differences in the functions and operations of each organization. Identify areas where more information is required.	July 31, 2018
Data Collection (e.g., Staff Interviews, Surveys)	Input from the staff and other key stakeholders of both organizations.	July 31, 2018 (and as needed)
Organization Research	Research ways that COGs and Regions are structured and work in other areas and identify options for structure and organization.	July 31, 2018
Analysis and Synthesis	Comprehensive summary of all data and information.	August 15, 2018
Presentation of Findings and Options to Key Staff	Recap of findings and options	September 19, 2018
Presentation of Options to Executive Committees	Presentation with options including pros and cons of each option. Selection of option by the decision makers of both organizations.	TBD
Presentation of recommendation to full Boards of both organizations	Presentation with EDs of Recommendation for ratification and next steps	TBD
Create an implementation plan for the option selected by the key stakeholders of the organizations.	Implementation Plan with target dates and responsible person(s) identified.	October 24, 2018
Implementation Consulting	Meetings with ED's and other appropriate staff to resolve any challenges and issues incurred during the implementation	As needed/requested
Evaluation and Refinement	Meeting(s) with ED's and other staff to determine any refinements to the implementation plan.	As needed/requested

All items listed above will be completed for your budgeted amount of \$35,000 plus expenses not to exceed \$500.

Respectfully submitted:  
Karen Thompson  
February 23, 2018

Paul Roithmayr

## Other Items

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