

11.3.3 Royce Arbour, Inc. (RAI) Proposal and Notarized Non-Collusion Affidavit

- RAI response to RFP # GC-PH-09-R-15 and signed Non-Collusion Affidavit (20 pages)



March 24, 2009

Matthew Anderson, Contract Administrator
Garfield County, Colorado
By email to manderson@garfield-county.com from diana@roycearbour.com

Dear Mr. Anderson:

Roycé Arbour, Inc., provides the attached information in response to RFP # GC-PH-09-R-15 — Garfield County Public Health's Facilitation of Community Environmental Health Assessment Project.

Royce Arbour, Inc., will hold this proposal valid for six months, or until Garfield County advises that the contract has been awarded, whichever comes last. Please find attached files containing Volume 1 – Past Performance and Volume 2 – Price.

It is Royce Arbour, Inc.'s intent to comply fully with all of the conditions of the RFP. Garfield County may resolve any apparent inconsistencies in the submission in relation to this stated intent to comply.

We look forward to the opportunity of discussing this proposal with you and other County representatives and to a productive working relationship with Garfield County Public Health.

Sincerely,

Diana Royce Smith, President
Royce Arbour, Inc.

C: Charles L. (Chuck) Stout, Executive Consultant
Royce Arbour, Inc.

RFP # GC-PH-09-R-15
Garfield County Public Health
Facilitation of Community Environmental Health Assessment Project

Volume I – Past Performance

Royce Arbour, Inc.
Diana Royce Smith and Charles L. (Chuck) Stout

Royce Arbour, Inc., proposes to provide Garfield County Public Health with outreach, facilitation and consensus-building services in connection with its Community Action for a Renewed Environment (CARE) Level 1 Grant process, to help address the requirements of Goal 4, Healthy Communities and Ecosystems, as a step toward achieving the other CARE goals, and with a particular emphasis on Environmental Stewardship arising out a community consensus valuing the environment.

Royce Arbour's purpose is to augment the Garfield County Public Health's ability to serve as a catalyst for the community, to bring a consensus that motivates action on environmental pollutants and toxic risks in all media – air, water, land and the indoor environment – in the Garfield County community. Through fostering partnerships, the joint effort of Royce Arbour and GCPH will help stakeholders develop community-appropriate steps that move the Garfield County community toward resolution of these issues.

Royce Arbour understands that for Garfield County Public Health to move toward a CARE Level 2 grant in the future, there must be a focus on performance measurement and regular reporting of activities, outputs and outcomes of the CARE Level 1 effort. The long-term sustainability of the attention, understanding and engagement created by GCPH depends on quality performance during the CARE Level 1 effort. Royce Arbour will pay particular attention to positioning Garfield County in relation to the guidelines and requirements embodied in the five Strategic Plan goals of the Environmental Protection Agency (EPA), CARE required performance measures, CARE grant application proposal criteria, EPA's care program measures, and the NACCHO PACE EH guidelines.

Royce Arbour, Inc.

Royce Arbour, Inc., provides *Hands-On Help for Management* by demonstrating and coaching organizations and policy-makers to successfully meet challenges they have never faced before. Royce Arbour's management consulting practice emphasizes organizational trouble-shooting and problem-solving, streamlining pathways to progress.

Incorporated in 1987, **Royce Arbour** is by design a small firm, so that senior consultants are always involved directly with clients. We draw on a consortium of independent consultants with management, professional and technical experience. Our principal consultants average over 30 years of experience. Royce Arbour provides services to governments, private-non-profit agencies and businesses and select start-up and chief executive coaching clients.

The quality of Royce Arbour's work is attested by its many clients.

"From the beginning of our relationship you have been extremely approachable, accessible, and flexible to work with. You have been very patient as I juggle multiple balls and agendas and have worked independently while hitting all deadlines and staying within the existing parameters of our business."
– *Executive Director, Private-non-Profit*

"The Planning Committee was so incredibly impressed by your facilitation skills. You were repeatedly presented with challenges from the audience. You were able to clearly and concisely translate these comments into questions that the entire audience could learn from, providing value and comfort for the panelists, the audience and our organization."
– *Vice President*

"Prior to your engagement, one person on the management team expressed the belief that no consultation in any form whatsoever would be able to make the changes that needed to be made. Thank goodness this prediction was proven wrong! We have been able to show progressive and sustained growth from your efforts."
– *Board Chair, Government Agency*

"Your contributions have a very positive and significant impact. Thanks for being the best coach and sounding board that a CEO could ever ask for!"
– *CEO*

"Thank you ever so much for meeting with me. I always knew you were a wealth of information but I did not know how deep it ran."
– *Business Owner*

Royce Arbour Project Team for Garfield County Public Health Facilitation of Community Environmental Health Assessment Project

Chuck Stout and Diana Royce Smith have the capacity, ability and successful experience to assist Garfield County on the CARE Level 1 project. Together with deployment of EPA technical advisor support, CARE National Training workshop experience, and the CARE Community Network, Royce Arbour's expertise and experience in public and environmental health, community organizing, risk assessment, and consensus-oriented facilitation will enhance Garfield County Public Health's results during the CARE processes.

Chuck Stout has taken a leadership role in public health initiatives in the State of Colorado, as well as nationally, over a nearly 20-year period at the helm of Boulder County Public Health. With his retirement from this key operational and leadership role in public service, Chuck is rededicating his well-recognized capabilities to further public health initiatives in other communities. Chuck's working relationship with Royce Arbour, Inc., dates to within a year of his assuming his position at Boulder County Public Health, when Diana Royce Smith, Royce Arbour's chief executive, was engaged in a series of management capacity-building initiatives for BCPH. Their working relationship has grown and solidified through a series of engagements spanning much of that time period.

Diana Royce Smith has a detailed understanding of making major community decisions by consensus and making certain to involve and promote interactions among all segments of the community – business, residents, governmental agencies, private-not-for-profit organizations, educational institutions, local and national special interest groups, active and involved citizens,

opinion leaders, the media, and experts from all disciplines. She has written monographs on the subject, describing how a consensus decision-making process differs from other decision-making processes, when it is preferred or expected in comparison to other processes, and what it requires. Together with her previous presentations to federal agencies on program and project evaluation, foreshadowing the EPA presentation of the significance of and differences between, end outcomes and intermediate outputs, Diana is distinctively qualified to manage the CARE project for GCPH.

Representative Royce Arbour, Inc. Client List:

Governments

Boulder County Health Department
City of Aspen, CO
City of Aurora, CO
City of Boulder, CO
City of Englewood, CO
City of Ft. Collins, CO
City of Socorro, NM
City of Thornton, CO
City of Truth or Consequences, NM
Denver Police Department
Garfield County, CO
Mesa County, CO
Housing Authority of Fort Collins, CO
Regional Transportation District, CO
Snowmass Water & Sanitation District, CO
CO Dept. of Health & Human Services
NM State Highway Transportation Dept.
Oklahoma Dept. of Agriculture
Town of Avon, CO

Associations

Boulder County Bar Association
Colorado School Nurses Association
Denver Regional Council of Governments
Native American Finance Officer's Assn.
University of Colorado Alumni Association

American Indian Tribes

Hopi Tribe
Jicarilla Apache Tribe
Navajo Nation

Coaching and Facilitation

References available upon request

Businesses

Boulder Community Hospital, Mapleton Center

Cell Technology, Inc.
City Electric
Creative Business Strategies, Inc.
Dignity Care LLC
Enforce, Inc.
Express Temporary Services
Fowler Real Estate
Front Range Publishing dba *Colorado Daily*
Jennifer T. Parkhurst, Ph. D.
Intrado
McGuckin Hardware
McStain Inc.
Peak Properties & Development, Inc.
Renaissance Entertainment
Rudi's Bakery
Scott-Schwinn Sports Group
Shining Mountain Waldorf School
Slade Glass Company
SM Stoller
Steward Software Company, LLC
Virus Research Laboratory, Inc.
Knowledge Factor, Inc.

Private Non-Profits

Association for Community Living, Inc.
Boulder Ice, Inc.
Clinica Campesina
Colorado Enterprise Fund
Frequent Flyer Productions, Inc.
Imagine! (Developmental Disabilities Center)
Native American Rights Fund
New York Public Interest Research Group
YMCA of Boulder Valley, Inc.

Diana Royce Smith

Capabilities

- Policy-level and management problem-solving.
- Facilitation, inter-personal and inter-organizational communication.
- Business strategy, planning and management.
- Systems planning and implementation.
- Process mapping and re-engineering, program and operational evaluation.
- Performance management, organizational change, interpersonal communication.
- Executive and senior management coaching and mentoring.

Selected Achievements

- Developed 87 public and private facilities partnerships for a 132-acre park.
- Developed **On the Front Line™** training, consultation program, and operations manuals for public contact staff.
- Repeated success in management, communications, meeting facilitation, and employee development and coaching for executives and senior managers.
- Directed program evaluation and management system development projects.
- Directed consolidations of city and county corrections and of blue-collar services.
- Directed strategic intervention to enhance management competencies of 700 management / supervisory employees in a technical organization of 2700.
- Provided full human resource management services for police, fire, corrections, library, museum, parks and recreation, and municipal services departments.
- Conducted operational audit of computer services for an urban county.
- Managed over 80 employees and budgets of more than \$3 million.

Professional Experience

- 1987 - present **Royce Arbour, Inc.**, Boulder, CO: President and CEO.
- 2004 - 2005 **Knowledge Factor, Inc:** Vice President – Business Development.
- 1981 - 1987 **Council of Energy Resource Tribes**, Denver, CO: Project Director, Principal Management Specialist, and Management Specialist.
- 1978 - 1981 **Regional Transportation District**, Denver, CO: Action Center Director, Senior Program Analyst, and Program Analyst.
- 1971 - 1978 **City of Albuquerque**, Albuquerque, NM: Employment Manager, Selection, Testing & Classification Supervisor, Testing Coordinator, Personnel Analyst, and Public Service Careers Analyst.
- 1975 - 1978 **University of New Mexico**, Albuquerque, NM: Adjunct Professor, Division of Public Administration and College of Engineering.
- 1969 - 1987 **Consultant** to government, private non-profit, and business clients.

Education

University of Wisconsin at Madison: M.A. in Political Science with a concentration in American government, M.A. in Public Policy and Administration.

Swarthmore College: B.A. with honors in English Literature, minors in Political Science and Philosophy.

Princeton University: Inter-Professional Seminar, National Endowment for the Humanities, competitive selection of 10 participants from 250 applicants.

Non-degree courses in management, intergovernmental administrative relations, economics, and engineering physics at the Universities of Colorado, New Mexico, Pennsylvania and Maine. 100+ seminars, workshops and short courses.

Representative Civic and Professional Activities

National Speakers Association: NSA-CO presenter, MIC Showcase presenter, FastTrack.

Colorado Enterprise Fund (CEF): President - 2002-2005, Secretary - 2000-2002, Member, Board of Directors 1995-2008.

Boulder, Colorado, Chamber of Commerce, member since 1981: Women in Technology Program Facilitator; co-chair, Brown Bag Lunch Seminar Committee; founding chair, The Lone Eagles Nest program for one-person businesses; Chair, Small Business Support Council; Chair, CEO Exchange Council: Charter Class of Leadership Boulder; Member, Nominating Committee for the Board of Directors; Accreditation Task Force; member, Minority Business Leadership Council, Boulder County Business EXPO, 7:30 Club, and Technology Council; Founder of “On the High Tech Launch Pad” series and “Making It In Boulder” series; facilitator and speaker.

Small Business Development Center, Boulder, CO. trainer, consultant, program facilitator.

Boulder Rotary Club: Member, Board of Directors, 2007-9; Secretary-Treasurer-Elect; Chair, Meeting Management; 2006 District Conference Executive Committee; Co-Chair, 2005 Centennial Project; 2004 District Assembly Executive Committee.

Secretary-Treasurer, Board of Directors, The Acorn School. Former Member, Boards of Directors: Emergency Family Assistance Association of Boulder (efaa), Front Range Publishing Co., Imagine (Developmental Disabilities Center), Alliance of Professional Women, American Society for Public Administration – Colorado and New Mexico chapters, and Special Transportation Systems of Boulder County (Special Transit).

State of Colorado Office of Regulatory Reform: former Advisory Council Member.

City of Boulder Energy Advisory Board: former Chair, Co-Chair, and Member.

Charles L. (Chuck) Stout

Capabilities

- Visionary public health leader
- Community and interagency collaboration
- Assessment, planning, implementation, and evaluation
- Management, administration, and resource development
- Extensive hands-on experience in all sectors of public health
- Conflict resolution and mediation

Education / Training

Public Health Leadership Institute, Centers for Disease Control and Prevention,
University of California
Master of Public Health (MPH), Health Services Administration and Planning,
School of Public Health, University of Hawaii
Bachelor of Science (BS), Management Science, California State University at San Jose

Professional Affiliations

American Public Health Association
Colorado Public Health Association
Public Health Directors of Colorado, Board of Directors
National Association of County and City Health Officials, Board of Directors
Colorado Association of Local Public Health Leaders, Board of Directors
Healthy Communities Initiative, Executive Committee
Preventive Medicine and Biometrics, CU School of Medicine, Adjunct Clinical Instructor

Professional Experience

Executive Director, - Boulder, CO, County Public Health Department 1990 - 2008
Leadership, management, and administration of high-performance public health department serving 300,000 people in 12 jurisdictions plus the unincorporated areas of a 740-square-mile county: 220 staff, six buildings, four sites, \$15 million budget. BCPH divisions include:

Environmental Health: Air Quality, Consumer Protection, Laboratory Services, Pollution Prevention, Radon Gas Protection, Vector Control, Water Quality.

Communicable Disease Division: Communicable Disease Investigation and Control, HIV/STI Outreach, Emergency Preparedness, Immunization Services, Tuberculosis Control.

Community Health: Alcohol Diversion, GENESIS (pregnant and parenting teens), Health Outreach and Advocacy, Prevention / Intervention (Master's degreed staff in all high schools and middle schools of two school districts), Tobacco Education and Prevention.

Family Health Division: Child Health Promotion, Children with Special Needs, Community Infant program, EPSDT, Nurse-Family Partnership, Women-Infants-Children (WIC).

Addiction Recovery Division: Adolescent, Adult Services, Intensive Services (inpatient detoxification), Specialized Services.

Administrative Services: Human Resources, Budget and Accounting, Information Technology, Health Communications, Health Planning, Vital Records, Volunteer Services.

Direct the agency's strategic planning and community engagement processes. Policy development, legislative action and systems change at local, state, and federal levels. Extensive collaboration with governments, non-profit agencies, private medical providers, community health centers, hospitals, school districts, courts, law enforcement agencies. Administer and enforce public health laws and regulations, serve as hearing officer. Executive staff to a progressive and engaged board of health.

DIRECTOR, Colorado Migrant Health Program, CO Department of Health	1979 - 1990
SUBSTANCE ABUSE PROGRAM SPECIALIST, Corrections Division, State of Hawaii	1978
MANAGEMENT ANALYST, ACTING DIRECTOR, Southwest Denver Youth Service Systems, Inc.	
	Denver, CO 1974 - 1977
EXECUTIVE DIRECTOR, Center Point, Inc. , San Rafael, CA	1971 - 1973
AREA REPRESENTATIVE, U.S. Peace Corps, San Francisco, CA	1969 - 1971
DISTRICT COOPERATIVE OFFICER, Bekwai, Ghana, as Peace Corps Volunteer	1967 - 1969

Example Engagements and Projects

Following are project and engagement descriptions documenting the expertise, experience and results obtained by the efforts of Chuck Stout, Diana Royce Smith, and Royce Arbour, Inc. on behalf of the organizations they worked with as employee or consultant. These descriptions were selected to display characteristics related to the needs detailed in Garfield County Public Health's CARE RFP.

Watershed Cleanup

- Chuck Stout -

The Problem:

The Left Hand Canyon watershed, the source of water for 1,400 households, endured more than 100 years of mining activity with little remediation or planned recovery. Left Hand Canyon is home to three communities and about 200 family homes outside of these communities. Several stream segments without life forms gave rise to concern that private wells were being contaminated, with downstream users at risk. Residents were disinclined to address the issue due to concerns about property values and lack of understanding about the threat to public health.

Stakeholders also included Boulder County Public Health, Boulder County Commissioners, CO Department of Public Health and Environment, EPA, Left Hand Water District, consumers, state legislators, the U.S Forestry Service, and recreation users. Stakeholders lacked a mechanism for interacting with one another and for determining the technical and scientific issues in play.

The Process:

Boulder County Public Health led by Chuck Stout as executive director conducted key informant interviews with representative members of each stakeholder group and reported to the Board of Health. A two-year process engaged an appointed oversight body that met monthly, and facilitated more than a dozen public meetings, tours of contamination sites, deploying technical expertise from governmental and academic agencies, and public hearings with the County Commission and the Board of Health.

The Results:

- **Consensus among stakeholders, with continuing efforts with all stakeholders remaining engaged and supportive.**
- Successful placement of one site on the National Priority List for Super Fund.
- Private corporation spending significant resources to contain another site.
- Development of a non-profit watershed organization that has received numerous grants to monitor and remediate additional sites.

Aging Unapproved Onsite Wastewater Treatment Systems

- Chuck Stout -

The Problem:

In unincorporated Boulder County, failing septic systems, the second most frequently cited source of groundwater contamination, were typically installed without required approval and permits, improperly maintained, and more than 30 years old. 80% of the 4,700 unapproved systems are older than 30 years and an additional 22% approached 30 years of age. No mechanisms were in place in the county to address aging or failing septic systems. Costs, estimated at \$120M - \$155 M, of installing, maintaining and upgrading systems are borne by the homeowner. Minimal governmental funding is available for very low-income residents.

Stakeholders included individual households with septic systems, real estate professionals, mortgage bankers, septic system designers and installers, other county government units, County Commissioners, and the Board of Health.

The Process:

Boulder County Public Health led by Chuck Stout as executive director undertook a multi-year process to educate county residents and other stakeholders about the problem, develop options to address it, and build consensus for resolution.

A targeted social marketing program involving key informant interviews and focus groups with impacted stakeholders raised awareness of the issue. The focus was stakeholder engagement and to seek comments on how to improve ideas developed from research and recommendations for how to address the problem. Open houses and community meetings were held throughout the county. A comprehensive website, www.SepticSmart.org, was launched and direct mail communications were targeted to stakeholder groups.

The Results:

A comprehensive program to upgrade aging systems and continuously maintain the nearly 15,000 septic systems in Boulder County is now in place. The cornerstone of the effort, a county regulation effective as of September 2008, requires all properties with a septic system to have an inspection at the time a house is sold and to gain approval and upgrade as necessary within one year of sale. Virtually all stakeholder groups at public hearings for the legislation spoke in favor of the regulation; there was essentially no opposition. Private inspectors have been certified by a national body to conduct reliable inspections.

Consensus on Successful Major Initiative

- Royce Arbour, Inc. -

The Problem:

A private K-8 school planned to grow to provide high school education also. The institution had formally adopted consensus-based decision-making involving all stakeholders. The board of directors of this private-not-for-profit corporation felt that its current understanding and use of this decision-making system and its associated administrative services would impede the planned growth.

Stakeholders included all faculty, staff and board members, and a representative group of founders and parents.

The Process:

Royce Arbour, Inc. consultants led by Diana Royce Smith as project manager performed a management systems audit to determine what administrative systems would be needed for a private school providing educational services from kindergarten through high school. Royce Arbour investigated how administrative services and faculty needs and desires should be integrated, and what levels of participation in strategic decisions would enable the founders, board of directors, faculty, parents and students to cooperate in extending educational services through grades K-12.

Royce Arbour interviewed stakeholders, observed school operations and documented existing administrative systems. Royce Arbour analyzed the administrative and decision-making systems needed for the school to grow as well as the do-nothing alternative, with the school continuing to serve grades K-8.

The Results:

Royce Arbour findings and conclusions led to the recommendation for a complete restructuring of the internal organization, physical facilities, technology, work definition and flow, and administrative staff capacity to support the faculty and student body. The recommendations applied to both the current curriculum and the curriculum extension through the high school years. Royce Arbour also presented a plan for the development of true consensus-based decision-making in the staff, faculty, and board group of nearly 100, and a parent community of several hundred.

After devoting time to make certain that the 600 plus stakeholders understood and supported the recommendations, *the school community reached consensus and implemented Royce Arbour recommendations.* The school now provides K-12 education.

Public and Private Partnerships

- Royce Arbour, Inc. -

The Problem:

Despite two tries by staff members, a parks and recreation department had no means of engaging community attention and resources to develop the system's crown-jewel-to-be, a 132-acre park including active and passive recreation. Without added resources, the park would remain undeveloped for 16 years because all bonding capacity had been exhausted in acquiring the land.

Stakeholders included 100,000 residents, an active community of recreation enthusiasts with insufficient recreation facilities and playing fields to meet current needs, athletic leagues for all age groups, passionate passive recreation supporters desirous of maintaining unimproved lands for wildlife, other municipal departments, local businesses and private-non-profits, and potential funders and sponsors, complicated by competing demands for scarce resources in an unsettled economy.

The Process:

Royce Arbour, Inc., consultants led by Diana Royce Smith as project manager, modeled partnering by collaborating with a recreation consulting group to win a competitive procurement to develop a policy and implementation approach for a multi-sided partnership for facilities development. Royce Arbour was sole-sourced to demonstrate the approach, after it was adopted, for the development of sorely needed skatepark that could not be accommodated in the existing capital budget for more than five years. Royce Arbour developed the funds, including a major grant from Great Outdoors Colorado, and oversaw the skatepark design and construction. Royce Arbour was engaged to work in tandem with parks and recreation staff to apply the public and private partnership process for the 132-acre park.

The Result:

- A public and private partnership policy and implementation process adopted by elected officials.
- Community outreach through website development, media coverage, newsletter, individual communications, resource library, facilitated meetings, interviews and networking.
- A sponsorship policy and implementation process adopted by the parks and recreation department and replicated by several other departments.
- A successful demonstration of the public and private partnership process, involving sponsors, grants, and partners in the accelerated development of a skatepark in a year.
- Active ongoing involvement of 87 business, sports and private-non-profit organizations desirous of becoming partners for park development.
- An ACT! database of 1400 actively involved individuals and groups.
- Detailed implementation plan and cost projections for park site build-out, starting with infrastructure development.
- Sponsor commitments of several million dollars.
- 18 business plans under development for facilities and operations at the park site.

Management Systems Development

- Diana Royce Smith -

The Problem:

Small rural local governments lacked insight into their operations and the internal capacity to put systems in place to accommodate energy resource development and economic development derived from leases and joint development. Projects included coal, oil, natural gas, uranium, and wind power. Energy development requires regulatory legislation, augmentation of internal government systems, capacity-building for elected officials and staff, and engagement of local citizens and institutions impacted by energy development.

Stakeholders included local government elected officials, government staff, nearby jurisdictions, state and federal agencies and officials, local businesses, energy developers, community educational institutions, community opinion leaders and the informal social structure, residents, visitors, local media, and the general public.

The Process:

Diana Royce Smith developed an approach to identify management systems requiring development. It began with guided interviews with key stakeholder groups of 30-150 individuals within government, including all elected officials and government unit heads, and the community; review of existing systems and documentation; detailed quantitative and qualitative reports including findings – conclusions – recommendations; facilitated strategic planning process; and elaboration of implementation plans.

The approach was deployed by invitation at more than twenty local government jurisdictions. Diana led a third of the project teams and contributed to more than half of the resulting reports. The nature of the local communities required that consensus be achieved for acceptance of recommendations, let alone for implementation to begin and succeed. Each project manager became a communications hub for the community, with a corresponding need for close coordination with elected officials to manage impacts on other local undertakings.

The Results:

- Local government strategic plans for each jurisdiction were adopted.
- Grant applications were successfully pursued to fund implementation.
- Implementation projects using the initial project team augmented by additional expertise followed in more than two-third of the jurisdictions.
- Enabling legislation was drafted, adopted, staffed and implemented.
- Regulatory and financial management systems for the jurisdictions were enhanced.
- Local government strategic transformations won national recognition.
- Community colleges offered professional development tracks to provide needed capacity-building resources for local government staff.

HR Department Assessment

- Royce Arbour, Inc. -

Note: This project description is related to this RFP in two ways. It describes a Royce Arbour engagement for Garfield County more than ten years ago. It also tells how an open process engaged the staff and elected officials of the County.

The Issue:

Garfield County employee turnover rates were rising so quickly that the 2-person HR staff could not keep key jobs in the 800-person workforce filled. Rumors swirled about how supermarket checker jobs paid more than snowplow driver positions. No pay increases had been offered in three years. State-mandated pay levels for human services positions drove wages as much as 30% above the pay of "regular" county employees doing similar work.

Stakeholders included County employees, heads of County departments, elected officials, the Board of County Commissioners, and other Garfield County employers.

The Process:

Establishing and working with an oversight committee of all elected officials and employee group representatives, Royce Arbour's project team under Diana Royce Smith as project manager developed an approach to conducting an extensive assessment of HR needs. It emphasized complete openness and frequent information updates to everyone. Job questionnaires were sent to and completed by all county employees. Draft job descriptions, job families and career progression charts, and business process descriptions were developed and worksite interviews were conducted for each job and each organizational unit. Results were shared with supervisors through the chain of command to insure accuracy and resolve discrepancies.

The oversight committee reviewed and approved benchmark jobs and participating employers for a labor market compensation survey covering salaries, benefits, and policies. Pay policies and compensations systems were developed and a compensation survey was conducted and reviewed with the oversight committee and presented in draft form at a public meeting of the County Commission. Cost projections based on each employee's tenure and work assignment were developed and reviewed with the County finance staff. County employee challenges to any

part of the draft work affecting them as individuals or in groups, both the internal-equity components and the labor market components, were resolved through presentation of their concerns to the oversight committee and the Royce Arbour team.

The Results:

Active employee participation in County HR policy development was deemed extraordinarily successful by all participants, validating the risks that elected officials and senior management perceived they were taking with the recommended engagement approach. Upon a positive recommendation by the oversight committee, following the successful resolution of all issues raised by employees, the Board of County Commissioners accepted and approved the implementation of the job descriptions, the County's first compensation philosophy statement, compensation systems, detailed operational and management guidelines for compensation management, pay assignments for each employee and each job, recruitment and hiring processes, and a two-year plan to transition employees' pay into the new system. The pay adjustments comported with the County's revenue constraints and rectified inequities across the organization. The county manager successfully made the case, developed in the course of the engagement, for augmented HR staff responsibilities and staffing and secured the concurrence of the other elected officials for enhanced human resource management.

References for Chuck Stout:

1. Jeff Zayach, Public Health Director, Boulder County Public Health, jzayach@bouldercounty.org 303-441-1456
2. Greg Dolan, President, Boulder County Board of Health, gregory.dolan@gmail.com
303-485-9333
3. Pete Leibig, President/CEO, Clinica Campesina, pleibig@clinica chc.org 303-665-2599

References for Diana Royce Smith:

1. Sharon R. King, Director, Boulder Small Business Development Center (SBDC), sharon.king@boulderchamber.com 303 442-1475 x3 720 207-4303 cell 303 938-8837
fax

I have been Director of the Small Business Development Center (SBDC) serving Boulder County for five years. I know that Diana's relationship with the SBDC and with the Boulder Chamber goes back at least ten years prior, but I will speak to the work we have done together. First, our Marketing Exchange program, which I believe will speak directly to your needs -- Diana as a Program Facilitator and Program Developer.

The Marketing Exchange series was developed by Diana Royce Smith for the SBDC -- based on business community, SBDC client and SBDC staff input. The program, which was first tested on a small scale, turned into a monthly gathering of 15-75 small business owners and marketers. It lasted for about two years and was replaced by another program with Diana. It received excellent evaluations -- written after each session and in my conversations with attendees.

Attendees shared their actual marketing experiences (what worked, what failed) in both large group and small breakout formats. Diana facilitated each session.

Diana developed the topic, recruited and trained breakout leaders, helped market the Exchanges, facilitated each session, compiled the separate breakout notes and kept in communication with the attendee group to uncover new topics and needs and to build community involvement.

Diana was an instrumental force in developing our kernel of an idea into a fully articulated, long-standing program. Diana and the Marketing Exchange program helped over 150 businesses improve their marketing and outreach and feel a part of our interwoven business community.

Diana has been a phenomenal asset to the SBDC and our community. In addition to developing specific programs such as Marketing Exchange, she has done one-on-one and group consulting with business owners on a variety of topics; she has taught both large and small group workshops.

Diana has been a team player, understanding and helping us forward our mission and objectives. She has been a skilled and collaborative leader, coming up with creative solutions to challenges that we face.

I give you all these detailed, tangible examples so that I can now express my enormous appreciation of Diana's talents in facilitation, listening and extracting/conveying the essence of communications, getting to the heart of a challenge and finding creative solutions and working with all partners to achieve our goal.

I am honored to provide this recommendation. Please feel free to contact me for any additional information you may need.

2. Vicki Trumbo, CEO, Lafayette Chamber of Commerce,
info@lafayettecolorado.com
303 666-9555 fax 303666-4392

I have worked with Diana Royce Smith over the past several years in seminars and business expos and have found her facilitation and organizational skills and her professionalism unequalled. Most recently, she facilitated a panel discussion of business owners at a breakfast for 100 jointly sponsored by the Lafayette, Louisville and Superior Chambers last week. She was extremely adept at summarizing each participants' comments and then adding her own. Everyone in the audience had nothing but rave reviews for her facilitation skills and sense of humor.

3. Terry Carleton, MPH, cecor@ix.netcom.com, 480 290-9619.

RFP # GC-PH-09-R-15
Garfield County Public Health
Facilitation of Community Environmental Health Assessment Project

Volume II – Price

Royce Arbour, Inc.
Diana Royce Smith and Charles L. (Chuck) Stout

In order to propose a project price, Royce Arbour has completed a high-level facilitation design derived from the anticipated tasks in the CARE project workplan provided in RFP documents. It is subject to refinement and calendaring in consultation with Garfield County Public Health (GCPH). This can serve as the foundation for the initial task of the project, proposing a design and timeline of activities that meet the CARE project workplan. The Royce Arbour project team is therefore prepared to meet with GCPH immediately upon contract award to begin work.

Total price to complete the project in accordance with the attached scope of work to include a complete breakout of costs:

Total Price: \$54,370

Labor – includes a significant discount from standard hourly rates for Chuck Stout and Diana Smith (\$175), all support staff assistance that may be required, and profit. This estimate relies on Garfield County’s projection of “over 50 interested community members” participating in the CARE process. If the number of individual stakeholders interviewed does not exceed 75 persons, Garfield County may consider this labor price as a firm fixed cost.

\$46,900

Travel from Boulder, CO, and per diem. Royce Arbour, Inc., offers to invoice travel and per diem at actual cost if lower than this estimate, and will support such invoicing with detailed receipts.

\$5,078

Supporting materials, flyers, brochures, mailing, shipping, website page development, facilities and refreshments, and other direct costs. Royce Arbour, Inc., offers to invoice direct costs at actual cost if lower than this estimate and will support such invoicing with detailed receipts.

\$2,392

NON-COLLUSION AFFIDAVIT

I hereby attest that I am the person responsible for the final decision as to the price(s) and amount of my firm's bid for this project, or the person with this responsibility has given me written authorization, attached, to make the following statements on his/her behalf and on behalf of my firm:

I further attest that:

1. In arriving at the price(s) and amount of my firm's bid, my firm and I acted independently and did not engage in any consultation, communication or agreement having the purpose or effect of restricting competition in the bidding for this project.
- 2A. My firm and I have not disclosed any price(s) or amount(s) of my firm's bid to any other prime bidder or potential prime bidder, and my firm and I will not make any such disclosure prior to the bid opening.
- 2B. No other prime bidder or potential prime bidder has disclosed any price(s) or amount(s) of its bid to my firm or me.
- 3A. My firm and I have not attempted and will not attempt to solicit, cause or induce any other prime bidder or potential prime bidder to refrain from bidding for this project, to bid higher than my firm's bid, to bid lower than my firm's bid, or to submit any high, low or other form of a noncompetitive or complementary bid for this project.
- 3B. No prime bidder or potential prime bidder has solicited my firm or me to refrain from bidding for this project. No prime bidder or potential prime bidder has solicited my firm or me to bid higher than another prime bid, to bid lower than another prime bid, or to submit any high, low or other form of a noncompetitive or complementary bid for this project.
4. My firm and I have not reached any understanding, made any agreement, or engaged in any consultation, communication or discussion concerning my firm's bidding higher than another prime bid, my firm's bidding lower than another prime bid, or my firm submitting any high, low, or other form of a noncompetitive or complementary bid for this project. My firm and I are submitting my firm's bid in good faith and not pursuant to any such understanding, agreement, consultation, communication or discussion.
5. My firm has not afforded to award a subcontract, has not offered to award any other agreement pertaining to the purchase or sale of services or materials, and has not offered to pay money or anything else of value in consideration of a promise from another prime bidder or potential prime bidder to refrain from bidding, to bid higher than my firm, to bid lower than my firm, or to submit any high, low or other form of a noncompetitive or complementary bid for this project.
6. No prime bidder or potential prime bidder has offered to award my firm a subcontract, to award my firm any other agreement pertaining to the purchase or sale of services or materials, or to pay my firm money or anything else of value in consideration of a promise

from my firm to refrain from bidding, to bid higher than another prime bid, to bid lower than another prime bid, or to submit any high, low or other form of a noncompetitive or complementary bid for this project.

- 7. I have made a diligent inquiry of all the members, officers, employees and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid for this project. I have been advised by each of them that he/she has not engaged in any communication, meeting, discussion, agreement, understanding or other conduct inconsistent with any of the statements and representations made in this affidavit.
- 8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from Garfield County, of the true facts relating to the submission of bids for this project.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING STATEMENTS AND ATTESTATIONS ARE TRUE, ACCURATE AND COMPLETE.

Royce Arbour, Inc.
(Please Type Contractor's Firm or Company Name)

DATE: March 25, 2009

By Diana Royce Smith

Title: President, Royce Arbour, Inc.

(not applicable)
(Please type name of 2nd Contractor's Firm or Company Name, if Joint Venture)

DATE: March 25, 2009

BO
Title: Notary Public



SUBSCRIBED AND SWORN TO before me in the County of Boulder, State of Colorado, this 25 day of March, 2009.

My Commission Expires: _____ My Commission Expires 08/24/2009

BO
Notary Public

NOTE: This document must be signed in ink.

11.3.4 Royce Arbour, Inc. Contract and Acceptance Letters

- GCPH Letter of Acceptance to RAI and RAI Letter of Acceptance to GCPH
(2 pages)



195 W. 14th Street
Rifle, CO 81650
970-625-5200

May 13, 2009

Ms. Diana Royce Smith, President
Mr. Chuck Stout, Executive Consultant
Royce Arbour, Inc.
5390 Manhattan Circle, Suite 101
Boulder, CO 80303

Dear Ms. Smith and Mr. Stout:

Thank you for your interest in and enthusiasm for the Garfield County Public Health EPA CARE Level 1 facilitation contract opportunity. We also thank you for your time in interviewing with us on May 11, 2009.

We received several very strong proposals. Mary Meisner, Carrie Godes, and I are all very impressed with your credentials, experience, and excitement for this project. We are pleased to offer Royce Arbour, Inc. the opportunity to work with us as the facilitation services contractor for the total price of \$54,370 as stated in your proposal.

To move forward, please provide a letter of acceptance of this award offer. Once the acceptance letter is received, we will move quickly to develop formal contract documents.

We are all very excited to get this project underway and look forward to not only the insights and information that the assessment will provide for the future of our environmental health program, but also to the professional development opportunity that we believe will be gained by working with you both.

Should you need additional information, please feel free to contact me at jrada@garfield-county.com or 970-625-5200 x 8113.

Sincerely,

A handwritten signature in cursive script that reads "James A. Rada".

James A. Rada, REHS
Environmental Health Manager



May 13, 2009

Jim Rada, REHS, Environmental Health Manager
Garfield County Public Health
195 W 14th Street
Rifle, CO 81650

Dear Jim:

Royce Arbour, Inc. accepts with pleasure the offer to join with Garfield County Public Health as the facilitation services contractor for the total price of \$54,370 as stated in our proposal. Please let me know how to help develop the formal contract documents and when, or if, our presence is required.

Chuck Stout and I are very much interested in the Garfield County Public Health EPA CARE Level 1 facilitation opportunity. We are delighted that you welcome enthusiasm! Ours was reinforced as we learned how Mary Meisner, Carrie Godes, and you view the prospects for this project. We also see our collaboration with GCPH as a professional development opportunity and are excited to be working with you all and with the communities of Garfield County.

Please feel free to contact me at any time. We are eager to address the schedule and elaborate the tasks, so events are connected to the calendar and work gets underway.

With kind regards,

A handwritten signature in blue ink that reads 'Diana Royce Smith'. The signature is fluid and cursive.

Diana Royce Smith
President, Royce Arbour, Inc. - *Hands-On Help for Management*

Office 303.499.3272 Fax 720.304.3255 Cell 303.618.7762

5390 Manhattan Circle, Suite 101, Boulder, CO 80303
www.RoyceArbour.com

11.3.5 Royce Arbour, Inc. Contract Amendments and Extensions of Timeframe

- Signed Contract Agreement and Terms and Conditions
(6 pages)

Ship To
 Garfield County
 Public Health Department
 2014 Blake Avenue
 Glenwood Springs, CO 81601

Bill To
 Garfield County
 Public Health Department
 2014 Blake Avenue
 Glenwood Springs, CO 81601

Purchase Order
 No. 2010-00000072
 DATE 03/15/2010

VENDOR 5356 - ROYCE ARBOUR INC

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

Contact
 ROYCE ARBOUR INC
 5390 MANHATTAN CIRCLE SUITE 101
 BOULDER, CO 80303

DELIVER BY 06/30/2010
SHIP VIA
FREIGHT TERMS
 PAGE 1 of 1
ORIGINATOR: Matt Anderson

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	CONSULTING SERVICES GARFIELD COUNTY PUBLIC HEALTH FACILITATION OF THE COMMUNITY ENVIRONMENT HEALTH ASSESSMENT PROJECT IN ACCORDANCE WITH THE ATTACHED TERMS AND CONDITION AND SCOPE OF WORK.	44,402.4800	\$44,402.48
TOTAL DUE				\$44,402.48

Mary Mearns P.H. Director
 APPROVED BY/TITLE

Anna Royce Smith
 VENDOR
 President, Royce Arbour, Inc.

Special Instructions

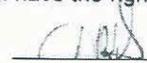
Garfield County Public Health Facilitation of Community Environmental Health Assessment Project

- SHIPMENTS MAY BE REFUNDED IF THE PURCHASE ORDER NO. IS NOT SHOWN ON SHIPPERS AND BILL OF LADING.
- SUBSTITUTIONS WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL.
- C.O.D. OR COLLECTED SHIPMENTS WILL NOT BE ACCEPTED.
- EXEMPT FROM STATE/LOCAL AND FEDERAL TAXES.
- PARTIAL SHIPMENTS WILL BE ACCEPTED IF INVOICED SEPARATELY.
- RECEIVING HOURS ARE 9:00 A.M. TO 4:00 P.M. MONDAY - FRIDAY.
- NOTHING IN THE DESCRIPTION OR SPECIAL INSTRUCTIONS SHALL VARY THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER.
- THE TERMS, CONDITIONS, AND ATTACHMENTS ARE INCORPORATED AS PART OF THIS PURCHASE ORDER.



PURCHASE ORDER TERMS AND CONDITIONS

1. **Definitions:** (a) The term "RFP" shall mean the REQUEST FOR PROPOSAL to which the VENDOR responded in order to induce acceptance of the VENDOR's offer to sell a product or service in accordance with the terms and conditions specified in the RFP. (b) The term "IFB" shall mean the INVITATION FOR BID that induced the VENDOR to offer the product or service that is the subject of this PO. (c) The term "PO" shall refer to PURCHASE ORDER which shall include the purchase order form, the purchase order terms and conditions, and all terms and conditions specified by the BUYER in an RFP, IFB, or sole source SOLICITATION that induced the VENDOR to offer the product or service that is the subject of this PO. (d) The term "BUYER" shall refer to the Board of County Commissioners of Garfield County, State of Colorado, or any official or employee acting as an authorized designee of the Board of County Commissioners. (e) The term "VENDOR" shall refer to the individual or entity providing the service or product that is the subject of this PO. (f) The term "SOLICITATION" shall mean an RFP, IFB, sole source documents, scope of work, inquiry, responses, and other information and directions submitted to the VENDOR from the BUYER that induced and formed the basis for the proposal of the product or service that is the subject of this PO.
2. **Contract and Agreement:** If this PO refers to a VENDOR's bid or proposal, this PO shall constitute an acceptance of the VENDOR's offer to sell and shall become a binding contract and agreement in accordance with the terms and conditions of the SOLICITATION identified in the VENDOR's bid or proposal. The signature of the VENDOR shall indicate acceptance of all of the terms and conditions of the PO, including all incorporated conditions of the SOLICITATION as set forth herein. If a bid, proposal, or other form of order did not induce this PO, this PO shall become a contract and agreement upon signature of both the VENDOR and the BUYER, incorporating all terms and conditions set forth herein, as well as all representations from the BUYER to the VENDOR inducing the terms of this PO. This PO shall supersede and control over any VENDOR forms or proposed agreements or contracts included into or attached to any bid, proposal, or offer, regardless of any statement of the contrary in such form or parts thereof. This PO, and all incorporated terms and conditions of this PO, shall control over any conflicting VENDOR representations set forth in the bid or proposal.
3. **Safety Information:** All chemicals, equipment, and materials proposed or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. The VENDOR shall furnish all material safety data sheets for any regulating chemicals, equipment, or hazardous material at the time of delivery.
4. **Changes:** The VENDOR shall furnish products or services strictly in accordance with the specifications and price(s) set forth for each item and in compliance with the terms of any SOLICITATION that induced the VENDOR bid or proposal. This PO shall not be modified, superseded, or otherwise altered, except in writing, signed by the VENDOR and the BUYER or its authorized designee. Each shipment received or service performed shall comply with the terms of this PO, notwithstanding invoice terms or actions of the VENDOR to the contrary, unless this PO has been modified, superseded, or otherwise altered in accordance with this section. No change or alteration to this PO that requires payment in excess of appropriated amounts shall be effective unless there is a concurrent additional appropriation.
5. **Delivery:** Unless otherwise specified in the SOLICITATION or this PO, delivery shall be FOB destination. The BUYER is relying on the promised delivery date, installation or service performance set forth in the VENDOR's bid or proposal responding to the SOLICITATION. If the VENDOR fails to deliver as specified in the SOLICITATION and excepted in this PO, the BUYER at its sole discretion may cancel its order or any part thereof without prejudice to its other rights, return all or part of the shipments so made, and charge VENDOR with any loss or expense sustained as a result of said failure to deliver or perform as promised. Time is of the essence in this PO.
6. **Quality and performance:** BUYER shall be the sole judge in determining equals with regard to quality, price, or performance. All products delivered pursuant to this PO shall be newly manufactured and the current model, unless otherwise specified in the bid or proposal responsive to the request for such proposal. All services shall be performed strictly in accordance with the SOLICITATION as incorporated in this PO.
7. **Warranties:** In regards to products, all provisions of and remedies of the Colorado Uniform Commercial Code relating to implied and/or expressed warranties are incorporated herein, in addition to any warranties contained with this PO and, with the specifications set forth in the SOLICITATION to which this PO responded. All manufacturer warranties are included and incorporated in this PO to the extent it is responding to a SOLICITATION requiring such warranties.
8. **Inspection, Acceptance, Remedies, and Breach:** Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, the BUYER may exercise all rights, including those provided in the Colorado Uniformed Commercial Code. The BUYER shall have the right to inspect

 (initial)

products and judge performance of all services provided under this PO at all reasonable times and places. Services as used in this section shall include all services performed and tangible material produced and delivered in the performance or services. If any service performance does not conform to this PO, the BUYER may require the VENDOR to perform the service again and conform to the PO requirements, without any additional compensation. For defects in the quality or quantity of service that cannot be corrected by re-performance, BUYER may (a) require VENDOR to take necessary action to ensure future performance conforms to the PO requirements, and (b) equitably reduce the payment due to the VENDOR to reflect the reduced value of the service performed, or (c) in the alternative, the BUYER may elect to terminate this PO under the provisions of Paragraph 16.

9. **Payment:** BUYER shall pay VENDOR for all amounts due within 45 days after receipt of an invoice for the product or service that is the subject of this PO. Interest on an unpaid balance for each invoice shall begin to accrue on the 46th day at the rate of one-half of one percent per month until paid in full. No interest shall accrue if a good faith dispute exists as to the BUYER's obligation to pay all or any portion of the amount due. VENDOR shall invoice BUYER separately for interest on delinquent amounts due, referencing the delinquent payment, number of days interest to be paid, and the applicable interest rate.
10. **Assignment:** VENDOR shall not assign any rights or delegate any duties under this PO or subcontract any part of the performance required within this PO, without the express written consent of the BUYER or BUYER's authorized designee. This PO shall inure to the benefit and be binding upon VENDOR and BUYER and their respective successors and assigns and shall not create any third party rights or liabilities.
11. **Indemnification:** (a) In regard to products that are the subject of this PO, if any such product is sold or delivered under this PO and is covered by a patent, copyright, trademark, or application, the VENDOR shall indemnify, hold harmless, and defend the BUYER from any and all loss, liability, cost, expenses, and legal fees incurred on account of any claims, legal actions, or judgments arising out of manufacture, sale or use of the subject article in violation or infringement of any rights under any patent, copyright, trademark, or application. (b) If this PO is for services, the VENDOR shall indemnify, save, hold harmless, and defend the BUYER and its employees and agents from and against all liabilities, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, court awards, and related expenses incurred as a result of any claimed act or omission by VENDOR, its employees, agents, subcontractors, owners, officers, directors, or assignees, arising out of or in connection with the performance of the services under this PO. The BUYER shall, in all instances, except claims arising from the sole negligent or willful acts or omissions of the BUYER, be indemnified by the VENDOR from and against any and all claims. The VENDOR shall be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration for the award of this PO the VENDOR agrees to waive all rights of subrogation against the BUYER, its officers, officials, agents, and employees for losses arising from the work performed by the VENDOR for the BUYER.
12. **Independent Contractor:** VENDOR shall perform its duties hereunder as an independent contractor and not as an employee of the BUYER. Neither VENDOR nor any agent or employee of VENDOR shall be deemed to be an agent or employee of the BUYER for any purpose. VENDOR and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through BUYER, and BUYER shall not pay for or otherwise provide such coverage for VENDOR or any of its agents or employees. VENDOR shall have no authorization, express or implied, to bind the state to any agreements, liability, or understanding except as expressly set forth herein.
13. **Insurance:** For a PO requiring performance of a service, the provisions of Attachment A relating to insurance are attached hereto, incorporated by reference, and shall be binding on the VENDOR.
14. **Termination of PO for Products Prior to Shipment:** If the VENDOR of goods has not accepted this PO in writing, BUYER may cancel this PO by written or oral notice to VENDOR prior to shipment of goods.
15. **Termination PO before Services:** Prior to commencement of work, if the VENDOR is providing services pursuant to this PO, the BUYER may cancel this PO by written or oral notice to the VENDOR.
16. **Termination for Cause:** (a) If VENDOR refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified herein, including all incorporated requirements of the SOLICITATION, the BUYER may notify VENDOR in writing of non-performance and, if not corrected within the time specified in the notice, terminate VENDOR's right to proceed with the PO or such part thereof as to which there has been delay or a failure. VENDOR shall continue performance of this PO to the extent not terminated and be liable for excess costs incurred by BUYER in procuring similar goods or services from another source. Payment for completed services performed and accepted shall be at the price set forth in this PO. BUYER shall not be responsible for payment for any services terminated under this provision. (b) The BUYER may withhold amounts due to VENDOR as BUYER deems necessary to reimburse the BUYER for excess costs and damages incurred in completing or procuring similar goods and services. (c) If after rejection, revocation, or other termination of VENDOR's right to proceed, BUYER determines for any reason that VENDOR was not in default or the delay was excusable, the rights and obligations of BUYER and VENDOR shall be the same as if the notice of termination had been issued pursuant to Paragraph 17 below.

17. **Termination in Public Interest:** BUYER is entering into this PO for the purpose of carrying out the public policy of the Board of County Commissioners of Garfield County. If this PO ceases to further such public policy, BUYER, in its sole discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of BUYER's obligations hereunder. This section shall not apply to a termination for VENDOR's breach, which shall be governed by sections set forth above. BUYER shall give written notice of termination to VENDOR specifying the part of the PO terminated and when termination becomes effective. Upon receipt of notice of termination, VENDOR shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, BUYER shall pay (a) reasonable settlement expenses; (b) the PO price or rate for supplies and services delivered and accepted; (c) reasonable costs of performance on unanticipated supplies and services; and (d) reasonable costs incurred in preparation for delivery of the undelivered goods. For existing goods, BUYER shall pay (a) reasonable settlement expenses; (b) the PO price for goods delivered and accepted; and (c) reasonable costs incurred in preparation for delivery of the undelivered goods.
18. **PO Approval:** This PO shall not be valid unless it is executed by the purchasing agent department head, or Board of County Commissioners as required by the Garfield County Procurement Code. BUYER shall not be responsible or liable for products or services delivered or performed prior to proper execution of this PO.
19. **Fund Availability and Annual Obligation:** Financial obligations of BUYER, payable after the current fiscal year, are contingent upon renewal of this PO and the budgeting appropriation and other acts as necessary to make funds available for such renewal. If this PO is funded in whole or in part, with state funds, this PO is subject to and contingent upon the continuing availability of state funds for the purposes hereof. If this PO was funded in whole or part with state funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. BUYER represents that it has properly budgeted and appropriated sufficient funds for the performance anticipated during the current fiscal year under this PO. To the extent this PO requires performance or actions by the BUYER subsequent to the current fiscal year, such performance or actions are specifically contingent on necessary appropriation of funds to support those activities. If the subject of this PO is for the design or construction of a public works project, as contemplated in § 24-91-103.6 C.R.S., as amended, this section shall constitute notice of phased construction with initial appropriation for the current fiscal and calendar year. The BUYER may consider subsequent appropriations necessary for performance by the VENDOR in any following calendar and fiscal years if the BUYER desires such performance.
20. **Choice of Law:** This PO shall be governed by the law of the State of Colorado. Venue for all actions relating to the terms of this PO shall lie in the District Court for Garfield County, State of Colorado.
21. **Public Contracts with Natural Persons and Contracts for Public Benefits:** (a) The VENDOR, if a natural person eighteen (18) years of age or older (even if acting as a sole proprietor or under a business name) shall execute the certification attached hereto as Attachment C, in conformance with the provisions § 24-76.5-101, C.R.S., as amended. (b) Except where exempted by federal law and except as provided in § 24-76.5-103 (3), C.R.S., as amended, the VENDOR receiving Garfield County funds under this PO must confirm that any individual natural person eighteen (18) years of age or older receiving public benefits pursuant to this PO is lawfully present in the United States using any of the means of verification authorized under § 24-76.5-103 (4), C.R.S., as amended, if such individual applies for public benefits provided under this public contract for services. If the VENDOR has verified that the BUYER has accomplished such confirmation prior to the effective date of this PO, the VENDOR is relieved of responsibility under this section.
22. **Public Contract for Services:** For any PO requiring the provision of a service, the provisions of Attachment B, Public Contract for Services, are attached hereto, incorporated herein, and made binding upon the VENDOR.
23. **Severability.** Should any provisions of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Agreement shall remain in full force and effect.

**ATTACHMENT A
INSURANCE REQUIREMENTS**

The following provisions shall apply to VENDOR providing services pursuant to this PO. In order to commence work and receive compensation pursuant to the PO, the terms of this Attachment A must be satisfied prior to the commencement of work. VENDOR shall procure and maintain, until all of its obligations under the PO have been discharged, including any warranty periods, all insurance required under this Attachment A. The insurance requirements herein are minimum requirements for this PO and in no way limit the indemnity covenants contained in this PO. The BUYER in no way warrants that the minimum limits contained herein are sufficient to protect the VENDOR from liabilities that might arise out of the performance of the work under this PO by the VENDOR, his agents, representatives employees or subcontractors and VENDOR is free to purchase additional insurance as may be determined necessary.

Minimum Types and Limits of Insurance: VENDOR shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Commercial General Liability- Occurrence Form

The policy shall be endorsed to include the following additional insured language: "Public Entity, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as an "Additional Insured" with respect to liability arising out of the activities performed by, or on behalf of the VENDOR."

Minimum Limits:

General Aggregate	\$2,000,000
Products/ Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000

Automobile Liability (can be waived if PO does not involve use of motor vehicle)

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this PO.

Minimum Limits:

Bodily Injury/Property Damage (Each Accident)	\$1,000,000
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Worker's Compensation and Employers' Liability

Minimum Limits:

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	\$100,000
	\$100,000
	\$500,000

Professional Liability (Errors and Omissions Liability)

This section applies only if the PO is for a licensed professional service.

The policy shall cover professional misconduct or lack of ordinary skill for professional services required by this PO.

In the event that the professional liability insurance required by this PO is written on a claims-made basis, VENDOR warrants that any retroactive date under the policy shall precede the effective date of this PO; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this PO is completed.

Minimum Limits:

Per Loss	\$1,000,000
Aggregate	\$2,000,000

Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the Public Entity is named as an additional insured, the Public Entity shall be an additional insured to the full limits of liability purchased by the VENDOR even if those limits of liability are in excess of those required by the PO. The VENDOR's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources. For the provisions of Commercial General Liability and Automobile Liability set forth above, the insurance policy must include contractual liability coverage. All insurance required by this Attachment A shall be issued by companies authorized to do business in the state of Colorado and written on forms satisfactory to, filed with and approved by the Colorado Department of Insurance.

Notice of Cancellation: Each insurance policy required by the insurance provisions of this PO shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the BUYER, except when cancellation is for nonpayment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Garfield County Contract Administrator 108 8th Street #403, Glenwood Springs, CO 81601.

Verification of Coverage: Contractor shall furnish the BUYER with certification of insurance (ACORD form or equivalent approved by the BUYER as required by this PO). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the BUYER before work commences. Each insurance policy required by this PO must be in effect at or prior to commencement of work under this PO and remain in effect for the duration of the project and for two (2) years after completion of the project. Failure to maintain the insurance policies as required by this PO, or to provide evidence of renewal, is a material breach of the PO.

All certificates and any required endorsement shall be sent directly to Contract Administrator 108 8th Street #403, Glenwood Springs, CO 81601. The BUYER reserves the right to require complete, certified copies of all insurance policies required by the PO at any time.

Approval: Any modification or variation from the insurance requirements in this PO shall be made by Risk Management, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

ATTACHMENT B
PUBLIC CONTRACTS FOR SERVICES

If the services that are the subject of this PO are exempted from application of § 8-17.5-101 C.R.S., as amended by the specific provision of § 8-17.5-101 (6) (b), including without limitation the issuance or sale of securities, underwriting or marketing or registering securities, financial consulting services in connection with securities, intergovernmental agreements or services related to information technology or products, the provisions of this section shall not apply to this PO. Pursuant to the forgoing the VENDOR shall comply with the following: (a) The VENDOR shall not knowingly employ or contract with an illegal alien to perform work under this PO for services; or enter into a contract with a subcontractor that fails to certify to the VENDOR that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this PO for services. (b) The VENDOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this PO for services through participation in either the E-Verify Program or the Department Program. (c) The VENDOR shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this PO for services is being performed. (d) If the VENDOR obtains actual knowledge that a subcontractor performing work under this PO for services knowingly employs or contracts with an illegal alien, the VENDOR shall: (1) notify the subcontractor and the BOCC within three days that the VENDOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (1), above, the subcontractor does not stop employing or contracting with the illegal alien; except that the VENDOR shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. (e) The VENDOR shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to its authority. (f) Notwithstanding any other provision of this PO for services, if the VENDOR violates any provision of this paragraph, the BUYER may terminate this PO for services and the VENDOR shall be liable for all actual and consequential damages resulting from that termination.

ATTACHMENT C

BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY
CERTIFICATION AND AFFIDAVIT REGARDING ILLEGAL ALIENS

The VENDOR, whose name and signature appears below, certifies and agrees as follows:

1. The VENDOR shall comply with the provisions of C.R.S. 8-17.5-101 et seq. The VENDOR shall not knowingly employ or contract with an illegal alien to perform work for the Board of County Commissioners of Garfield County, Colorado ("BOCC") or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.
2. The VENDOR represents, warrants, and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program and otherwise shall comply with the requirements of C.R.S. 8-17.5-102(2)(b).
3. The VENDOR shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. If the VENDOR fails to comply with any requirement of this provision or C.R.S. 8-17.5-101 et seq., the BOCC may terminate work for breach and the VENDOR shall be liable for actual and consequential damages to the State.
4. If the VENDOR is a sole proprietor, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):

N/A I am a United States citizen, or
 _____ I am a Permanent Resident of the United States, or
 _____ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for the BOCC. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the BOCC. I further acknowledge that I will comply with the requirements of C.R.S. 24-76.5-101 et seq. and will produce the required form of identification prior to starting work. I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under C.R.S. 18-8-503.

DATED this 16th day of March, 2010

Royce Arbour, Inc.
 (Vendor Full Legal Name)
 By: [Signature]
 Signature of Authorized Representative

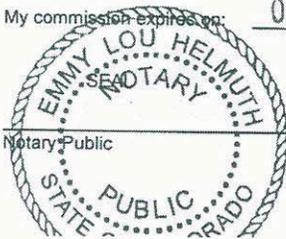
84-1077960
 (FEIN or Social Security Number)
President
 Title

STATE OF COLORADO
 COUNTY OF Boulder
 CITY OF Boulder

} ss.

Subscribed and sworn to before me this 16th day of March, 2010.

My commission expires on: 09/07/2013



[Signature]

11.3.6 Royce Arbour, Inc. Original and Revised Tasks/Timelines

- Original Anticipated Tasks 2009, to be completed by September 2010
(2 pages)
- First revision of Anticipated Tasks, to be completed by December 2009
(4 pages)
- Second revision of Tasks completed in 2009 and Anticipated Tasks for 2010
(4 pages)
- Anticipated Tasks extension, July-October 2010
(2 pages)

Anticipated Tasks, to be completed by September 2010, 2009, to create an effective plan for community involvement on environmental health risk identification and prioritization, and meeting facilitation and moderation.

– **Garfield County Public Health Facilitation of Community Environmental Health Assessment Project**

Task	Activity	Logistics	Calendar end date
1)	Within 30 days {actually, 7 days} of contract award, the facilitator will propose a facilitation design, including a timeline of activities, to GCPH. This may include a number of stakeholder meetings or other activities that meet the requirements of the CARE Project work plan (attached) {and draft an interview design}.	1 site visit, 2 people, 4 days work, 7 days elapsed	May
2)	GCPH and EPA Project Officers will comment on the facilitation design within 14 days after receiving the plan.	14 days elapsed	June
3)	The facilitator will {schedule interviews}, make any needed changes to the facilitation design, and provide the GCPH with a final proposal within 14 days of design approval.	1 site visit, 2 people, 4 days work, 14 days elapsed – may overlap with Task 2	June
4)	Within 30 days of project approval, the facilitator will {refine the interview approach and} interview {50-75} community members (stakeholders) who have indicated interest in the CARE process to gain a clear understanding of their key environmental health concerns and gauge their interest level in participating in an ongoing stakeholder process.	4-5 site visits, 2 people, 18-24 days work, 47 days elapsed	July - August
5)	The facilitator will do any necessary planning and preparation prior to the facilitation, including efforts to further develop community/stakeholder buy in.	Some on-site activity in Task 4 site visits, 2 people, 4 days work, 7 days elapsed	August
6)	The facilitator will conduct the facilitation {September 8-10, 2009} , identifying key community issues, drawing out data sources to support the basis for these issues, identify/appoint sub-groups to further explore pertinent issues, and prioritizing action plans to reduce risk exposure.	1 site visit, 2 people, 2 days work, 5 days elapsed	September

Anticipated Tasks, to be completed by December 2009, creating an effective plan for community involvement on environmental health risk identification and prioritization, and meeting facilitation and moderation.

– **Garfield County Public Health Facilitation of Community Environmental Health Assessment Project**

Task	Activity	Logistics	Calendar end date
1)	Within 30 days of contract award, the facilitator will propose this facilitation design, including a timeline of activities, to GCPH. This may include a number of stakeholder meetings or activities that meet the requirements of the CARE Project work plan.	1 site visit, 2 people, 2 days work, 7 days elapsed	May - June
1.1	The facilitator will review existing GCPH's other studies, documentation, and activities related to the Project.	2 people, 2 days work	June
1.2	The facilitator will draft key informant categories, list of individual key informants, interview approach, and personal interview questionnaire for GCPH review. .	2 people, 1 days work	June
2)	GCPH and EPA Project Officers will comment on the facilitation design within 14 days after receiving the plan.		June
2.1	The facilitator will prepare an engagement strategy, suited to Garfield County communities' needs and expectations, to develop and maintain a long-term working relationship with an appropriately representative and engaged group of community members and with other CARE communities, potentially involving a website, blog, social media, newsletter, position papers, contact management database, media contacts, etc., for GCPH review.	2 people, 1 day work	June
2.2	The facilitator will prepare a detailed Delphi* {see Delphi exercise description at the end of the task/timeline} approach for engaging a representative group of Garfield County citizens who have been contacted personally, to participate in the 3 Delphi phases and receive presentations of expert findings as the findings and evolving consensus from the Delphi exercise is fed back at the end of each phase.	2 people, 2 days work	June - July
3)	The facilitator will make any needed changes to the facilitation design, and provide the GCPH with a final proposal within 14 days of design approval.	2 people, 1 days work	June
4)	Within 30 days of project approval, the facilitator will refine the interview approach, questionnaire design, and categories of respondents and populate the categories of individual respondents, evolving as new information is developed during initial informant interviews.	2 people, .5 day	July

Anticipated Tasks, to be completed by December 2009, creating an effective plan for community involvement on environmental health risk identification and prioritization, and meeting facilitation and moderation.

Task	Activity	Logistics	Calendar end date
4.1	GCPH project officers will review, comment on and approve stakeholder interview and Delphi arrangements		June-July
4.2	The facilitator will draft a letter from The Board of County Commissioners serving as the Garfield County Board of Health, Mary Meissner, and Jim Rada describing the Garfield County CARE work effort. The facilitator will see that letters are sent to 50-75 community members (stakeholders) interested in the CARE process. The facilitator will make follow-up contacts, schedule meetings, and interview these stakeholders to gain a clear understanding of their key environmental health concerns, and solicit participation in an ongoing GCPH CARE process, initially through a Delphi exercise, to establish priorities for addressing environmental health issues in Garfield County. GCPH and EPA staff members will be invited to attend stakeholder interviews.	4-5 site visits, 2 people, 18-24 days work, 47 days elapsed	July - August
4.3	The facilitator will launch the engagement strategy, including publicity for an area code "970" facilitator contact cell phone, and make arrangements for work and access locations in Garfield County.	1 site visit, 2 people, 5 days work, 14 days elapsed	June - July
4.4	The facilitator will maintain the engagement strategy elements, updating them through the remainder of the engagement, in concert with GCPH.	2 people, 2 days work	July - December
4.5	The facilitator will develop the Delphi exercise for all identified Delphi exercise participants, identify Delphi exercise participants - including but not limited to stakeholder interviewees, provide an online and paper response and analysis framework such as SurveyMonkey, and develop relevant EH data from experts and countries near and comparable to Garfield County.	2 people, 2 days work	September
4.6	The facilitator will conduct Round One of the Delphi exercise.	2 people, 1 day work	September
4.7	The facilitator will analyze and summarize Round One results. Summaries will identify perceptions of and describe environmental health issues/problems/risks, associated human health risks, and known remediation/correction strategies and options.	2 people, 2 days work	September
4.8	The facilitator will conduct Round Two of the Delphi exercise.	2 people, 1 day work	October
4.9	The facilitator will analyze and summarize Round Two results. Summaries will identify perceptions of and describe environmental health issues/problems/risks, associated human health risks, and known remediation/correction strategies and options.	2 people, 2 days work	October
4.10	The facilitator will conduct Round Three of the Delphi exercise.	2 people, 1 day work	November

Anticipated Tasks, to be completed by December 2009, creating an effective plan for community involvement on environmental health risk identification and prioritization, and meeting facilitation and moderation.

Task	Activity	Logistics	Calendar end date
4.11	The facilitator will analyze and summarize Round Three Results. Summaries will identify perceptions of and describe environmental health issues/problems/risks, associated human health risks, and known remediation/correction strategies and options. At the end of Round Three, it is anticipated that community consensus will have emerged on a priority order of issues for GCPH to reference in CARE Level Two undertakings, as well as for GCPH to employ in addressing project opportunities that may arise through SEP, grants, and state/federal initiatives.	2 people, 2 days work	November
5)	The facilitator will do any necessary planning and preparation prior to the facilitation, including efforts to further develop community/stakeholder buy-in and Delphi exercise findings, both overall for Garfield County and by individual community, for presentation.	Some on-site activity in Task 4 site visits, 2 people, 4 days work, 7 days elapsed	November
6)	The facilitator will conduct the facilitation task by holding public meetings in each Garfield County community, identifying key community issues, explicating Delphi exercise data results to support the basis for these issues, identify/appoint sub-groups to further explore pertinent issues, and prioritizing action plans to reduce risk exposure. It is anticipated that, during the facilitation, which will consist of assembled meeting(s) in each Garfield community, consensus on the priority order of Garfield County environmental health issues will be refined and elaborated.	1 site visit, 2 people, 2 days work, 5 days elapsed	December
7)	The facilitator will conduct any necessary follow-up work after the facilitation.	no site visit, 2 people, 2 days work, 5 days elapsed	December
8)	The facilitator will provide a written report of facilitation outcomes, including a copy of notes, recommendations, or other materials generated during the facilitation to GCPH, and a wrap-up report of the work of the engagement, within ten days of facilitated events.	no site visit, 2 people, 7.5 days work, 12 days elapsed	December
9)	The facilitator will work with the GCPH CARE Project Team to prepare a final environmental health assessment report that addresses applicable aspects of the CARE Grant Work Plan. Success will be based on identification and prioritization of key environmental health issues and the development of strategies for addressing them in anticipation of applying for CARE Level 2 grant funding.	1 site visit, 2 people, 2 days work, 10 days elapsed	December

Anticipated Tasks, to be completed by December 2009, creating an effective plan for community involvement on environmental health risk identification and prioritization, and meeting facilitation and moderation.

		~ 210 days elapsed	December 2009 completion
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Tasks completed in 2009 and Anticipated Tasks for 2010
Garfield County Public Health Facilitation of Community Environmental Health Assessment Project

Task	Activity	Logistics	Completed in 2009	To Perform 2010
1)	Within 30 days of contract award, the facilitator will propose this facilitation design, including a timeline of activities, to GCPH. This may include a number of stakeholder meetings or activities that meet the requirements of the CARE Project work plan.	1 site visit, 2 people, 2 days work, 7 days elapsed	June 2.0 Oct July Nov Aug Dec Sept	2.0 days x 2 people
1.1	The facilitator will review existing GCPH's other studies, documentation, and activities related to the Project.	2 people, 6 days work	June 4.0 Oct July Nov Aug Dec Sept	2.0 days x 2 people
1.2	Within 30 days of project approval, the facilitator will refine the facilitation approach and categories of respondents and populate the categories of individual respondents, evolving as new information is developed and individuals identified during initial informant contacts.	2 people, 2 days work	June 4.0 Oct July Nov Aug Dec Sept	0
1.3	GCPH and EPA Project Officers will comment on the facilitation design within 14 days after receiving the plan.		June	0
1.4	GCPH project officers will review, comment on and approve stakeholder interview and Delphi arrangements		June	0
	<i>GCH and the facilitator will secure the participation of the Center for Public Health Practice, Colorado School of Public Health, or other suitable provider, for conduct of a Garfield County Delphi exercise, to be conducted outside of this engagement and without use of any EPA funds</i>	<i>- No charges to the GCPH CARE engagement -</i>	<i>August 2009 –June 2010</i>	<i>0</i>
2)	The facilitator will prepare an engagement strategy, suited to Garfield County communities' needs and expectations, to develop and maintain a long-term working relationship with an appropriately representative and engaged group of community members and with other CARE communities, potentially involving websites, blog, social media, newsletter, position papers, contact management database, media contacts, etc., for GCPH review.	2 people, 6 days work	June July 1.0 Aug 2.0 Sept 1.5	Oct Nov Dec 0.5
2.1	The facilitator will launch the engagement strategy, including publicity for an area code "970" facilitator contact cell phone, and make arrangements for work and access locations in Garfield County.	1 site visit, 2 people, 2 days work	June July Aug Sept	Oct Nov Dec
2.2	The facilitator will maintain the engagement strategy elements, updating them through the remainder of the engagement, in concert with GCPH.	2 people, 6 days work	June July Aug	Oct Nov Dec 1.0

Tasks completed in 2009 and Anticipated Tasks for 2010
Garfield County Public Health Facilitation of Community Environmental Health Assessment Project

Task	Activity	Logistics	Completed in 2009	To Perform 2010
3)	The facilitator will draft key informant categories, list of individual key informants, contact approach, and discussion topics for GCPH review.	2 people, 2 days work	June July Aug Sept Oct Nov Dec 2.0	1.0 day x 2 people
3.1	The facilitator will draft a letter from the Board of County Commissioners serving as the Garfield County Board of Health, Mary Meissner, and Jim Rada describing the Garfield County CARE work effort. The Board's letter to community members (stakeholders) interested in the CARE process will invite these stakeholders to public meetings. The meetings will be held to gain a clear understanding of key environmental health concerns and solicit participation in the initial round of public meetings that begin an ongoing GCPH CARE process. GCPH and EPA staff members will be invited to attend stakeholder meetings.	1 site visits, 2 people, 1 days work,	June 1.0 July 1.0 Aug Sept Oct Nov Dec	0
3.2	Following GCPH confirmation, the facilitator will make a single contact in each of the 7 Garfield County communities - Battlement Mesa, Carbondale, Glenwood Springs, New Castle, Parachute, Rifle, and Silt. The meeting will be with a city or town or community administrator to explain the facilitators' engagement and the CARE Level 1 effort, identify desirable meeting locations, and solicit ideas on the best means to secure participation in the initial round of public meetings in each community. The public meetings will be to initiate discussion of the key environmental health issues in Garfield County.	1 site visit, 2 people, 5 days work	June July 1.0 Aug 2.0 Sept 0.5 6.0 hours adm. support	1.0 + days x 2 people
3.3	The facilitator will amend the key informant list as appropriate, secure GCPH review of the key informant list, contact key informants from the approved list, invite them to a series of public meetings to be held in each Garfield County community in July and August 2009, and make follow-up contacts as necessary to secure participation. The public meetings will be to facilitate discussion of key environmental health issues in Garfield County.	1 person, 3 days work,	June 0.25 July 0.25 Aug Sept 24.7 hours adm. support	1.0 days
3.4	The facilitator will hold a series of public meetings in each of the Garfield County communities during the summer 2009, to meet with the invited contacts. The public meetings will be to facilitate discussion of the key environmental health issues in Garfield County.	1-2 site visits, 2 people, 10 days work,	June July Aug Sept Oct 2.5 Nov 4.0 Dec	7.0 days x 2 people

Tasks completed in 2009 and Anticipated Tasks for 2010
 – **Garfield County Public Health Facilitation of Community Environmental Health Assessment Project**

Task	Activity	Logistics	Completed in 2009	To Perform 2010
3.5	Detailed documentation of the facilitated meetings will be prepared, and reviewed and consolidated to yield a preliminary listing of Garfield County environmental health issues. This listing will be provided to GCPH and the Center for Public Health Practice, Colorado School of Public Health, for use in a Garfield County Delphi exercise. to be conducted outside the framework of this engagement and without use of any EPA funds.	1 site visit, 2 people, 2 days work,		2.0 days
	<p><i>The facilitator will coordinate contact with GCPH and the Center for Public Health Practice, Colorado School of Public Health, as cooperating agencies that will conduct a Delphi exercise outside the framework of this engagement and without use of any EPA funds, acquaint them with the role of the Delphi exercise and coordinate with their conduct of the Delphi exercise described at the end of this task timeline.</i></p> <p><i>The facilitator will donate at no cost any services devoted to the coordination necessary for the conduct of the Delphi, observing strict record-keeping to comply with all EPA guidelines regarding resources and surveys.</i></p>	- No charges to the GCPH CARE engagement -		0
4)	The facilitator will do any necessary planning and preparation prior to the second round of facilitated public meetings, including efforts to further develop community/stakeholder buy-in and Delphi exercise findings, both overall for Garfield County and by individual community, for presentation.	2 people, 4 days work, 7 days elapsed		4.0 days x 2 people

Tasks completed in 2009 and Anticipated Tasks for 2010
Garfield County Public Health Facilitation of Community Environmental Health Assessment Project

Task	Activity	Logistics	Completed in 2009	To Perform 2010
4.1	The facilitator will receive the results of the Delphi exercise from GCPH to analyze results, identifying perceptions of environmental health issues/problems/risks, associations with human health risks, and known remediation/ correction strategies and options. At the end of Round Three, it is anticipated that community consensus will have emerged on a priority order of issues for GCPH to reference in CARE Level Two undertakings, as well as for GCPH to employ in addressing project opportunities that may arise through SEP, grants, and state/federal initiatives.	2 people, 4 days work		4.0 days x 2 people
4.2	The facilitator will conduct the facilitation task by holding public meetings in each Garfield County community, identifying key community issues, explicating Delphi exercise data results to support the basis for these issues, identify/appoint sub-groups to further explore pertinent issues, and prioritizing action plans to reduce risk exposure. It is anticipated that, during the facilitation, which will consist of assembled meeting(s) in each Garfield community, consensus on the priority order of Garfield County environmental health issues will be refined and elaborated.	1 site visit, 2 people, 5 days work	June July Aug Sept	Oct Nov Dec 1.0 people
4.3	The facilitator will conduct any necessary follow-up work after the facilitation.	2 people, 2 days work, 5 days elapsed	November - December	2 days x 2 people
4.4	The facilitator will provide a written report of facilitation outcomes, including a copy of notes, recommendations, or other materials generated during the facilitation to GCPH, and a wrap-up report of the work of the engagement, within ten days of facilitated events.	no site visit, 2 people, 7.5 days work, 12 days elapsed	June July Aug Sept	Oct Nov Dec 1.0 people
5)	The facilitator will work with the GCPH CARE Project Team to prepare a final environmental health assessment report that addresses applicable aspects of the CARE Grant Work Plan. Success will be based on identification and prioritization of key environmental health issues and the development of strategies for addressing them in anticipation of applying for CARE Level 2 grant funding.	1 site visit, 2 people, 2 days work, 10 days elapsed	June July Aug Sept	Oct Nov Dec people

Garfield County Public Health C.A.R.E.S. II July-October 2010

Task	Activity	Logistics
1)	<p>Provide Environmental Health “Priorities Presentations” through multiple social media / social marketing communication pathways: website, pdfs, PowerPoint shows, off-prints, press releases, op ed columns, blog entries, newsletter articles, in-person presentations – speeches, public meetings, facilitated meetings, etc.</p>	<p>1 site visit, 2 people, 7 days work. Administrative support: 40 hours Social marketing subcontractor: 30 hours</p>
1.1	<p>Repurpose information, developed by the Facilitation Contractor, about the top Environmental Health Priorities established by the recent consensus-building process, so that issues are clustered - both geographically and by “energy development” and “community growth” and appropriate subcategories within them - and ranked across and within clusters, and categorized as to the level at which productive action to address the priorities can best be undertaken.</p>	
1.2	<p>Prepare additional information to accompany the Priorities Presentations detailing what GCPH, Garfield County Government, Garfield County municipalities, other state (CDPHE, etc.) and federal (EPA, etc.) agencies, and business, industry and community organizations have done and are doing to address each priority and what Environmental Health expertise suggests as options and best practices to address the priorities.</p>	
1.3	<p>Blanket the Garfield County communities with successive waves of information about the Priorities through Presentations in the widest possible variety of media, targeting the levels at which actions can be undertaken.</p>	
1.4	<p>Provide Priorities Presentations through the same channels which elicited voluntary participation in the consensus priority-setting process.</p>	

Garfield County Public Health C.A.R.E.S. II July-October 2010

<p>2) Conduct targeted outreach to form Partnerships around identified Environmental Health Priorities, defined in part by the levels for effective action that assemble resources to address mitigation measures and initiatives focusing Garfield County residents, business organizations, industry groups, community organizations, interest groups, service agencies, government agencies, citizen advisory groups, educational institutions, faith communities, etc., to address Garfield County Environmental Health priorities.</p>	<p>1 site visit, 2 people, 8 days work administrative support: 60 hours</p>
<p>2.1 Arrange one on one conversations and discussions, working to assemble groupings that can form Priority Partnerships with the prospective collective capacity and competencies to address Environmental Health Priority clusters.</p>	
<p>2.2 Assist partnerships to take suitable organizational forms so they begin to function to address Garfield County's identified Environmental Health Priority Clusters, in conjunction with Garfield County Public Health's Environmental Health staff as expert liaisons.</p>	

Task	Activity	Logistics
3)	<p>Facilitate Partnerships on Priorities to develop plans of work and attract resources to support activity to address identified Garfield County Environmental Health Priorities.</p>	<p>2 site visits, 2 people, 8 days work. Administrative support: 25 hours</p>
3.1	<p>Provide facilitation to develop plans of work for the Priorities Partnerships, including setting feasible time horizons of 1-5 years.</p>	
3.2	<p>Provide insight into available resources and expertise in acquiring grants, in-kind facilities and services, and technical advice and expertise to conduct the Priorities Partnerships' plans of work.</p>	
3.3	<p>Document Priorities Partnerships to GCPH Environmental Health staff for their use in serving as liaisons, coordinating progress toward addressing the priorities, and reporting results of the Partnerships' work going forward.</p>	

Professional services: \$25,300.00
 Administrative support: \$3,200.00
 Subcontract – social marketing specialist: \$3,000.00 { 30 hours at \$100/hour)
 Travel expenses: \$3,125.00
 Materials: \$375.00

Cost estimate: \$35,000.00 – firm fixed price, expenses billed at cost, documented.

11.3.7 Royce Arbour, Inc./ Colorado School of Public Health Non-Disclosure Agreement

- Colorado School of Public Health (CSPH) signed copy
(3 pages)

CSPH signed copy

ROYCE ARBOUR INCORPORATED
Non-Disclosure Agreement

Royce Arbour, Inc.
5390 Manhattan Circle, Suite 101
Boulder, Colorado 80303
303.499.3272 fax: 720.304.3255

Colorado School of Public Health
Health Sciences Center
University of Colorado Denver
303.724.1283 fax 303.724.4620

Royce Arbour, Inc. (hereinafter referred to as "RAI"), a Corporation organized under the laws of the State of Colorado in the United States and Colorado School of Public Health. (hereinafter referred to as "SPH"), hereby agree to enter into an exchange of proprietary business information. Specifically, RAI wishes to share proprietary business information, data and know-how with SPH for the purpose of assistance in consulting services which Royce Arbour provides to a client, Garfield County and Garfield County Public Health (hereafter referred to as "GCPH").

SPH acknowledges that information provided by either GCPH and/or RAI is confidential and that the information is the sole and exclusive property of GCPH and/or RAI. SPH agrees to hold the information in strict confidence and not to disclose or transfer, directly or indirectly, the information to any third party, including SPH students, staff or faculty not directly contributing to these consulting services, or to the public.

The terms and conditions of this Agreement are as follows:

TERMS AND CONDITIONS

TERM:

This Agreement shall take effect on November 17, 2009.

GENERAL PROVISIONS

NON-ASSIGNABILITY:

SPH may not assign or delegate its obligations under this agreement to any third party without prior written consent of RAI.

CONFIDENTIALITY:

SPH and its officers, employees and agents shall treat as confidential and shall not disclose to any third party:

- The terms of this Agreement;
- All information and data, of whatsoever nature, including information from or about RAI and/or GCPH, or that is or was derived from RAI and/or GCPH information;
- Information regarding RAI's and/or GCPH's operations, policies, procedures and other techniques used by RAI and/or GCPH in carrying on their business and/or operations or this consulting engagement; and
- All information and data which is proprietary to a third party and which RAI and/or GCPH is obligated to treat as confidential and which is disclosed to RAI, GCPH or any of its officers, employees or agents, in connection with performances of obligations under the Agreement between RAI and GCPH, and/or SPH.

SPH agrees to inform its officers, employees and agents of SPH's obligations of confidentiality as set forth in this section and to require their compliance with this Agreement.

This confidentiality agreement does not apply to information previously known to SPH free of any obligation to keep it confidential.

The obligations of SPH under this section shall survive termination of this Agreement.

ENTIRE AGREEMENT:

This agreement shall constitute and define the entire agreement and complete rights and obligations of the parties and shall supersede all prior oral and written negotiations and agreements between the two parties. In no event shall any implied contract be asserted by either party except as herein stipulated.

SEVERABILITY:

The invalidity or unenforceability of any provision of this Agreement shall not affect the remaining portions thereof.

GOVERNING LAW:

This agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado, United States of America.

ATTORNEY'S FEES:

Should any party to this Agreement incur any expenses, including attorney's fees, in attempting to enforce its rights under this Agreement, each party, in the event of litigation or arbitration, shall bear its own expenses including reasonable attorney's fees incurred.

AMENDMENTS AND NOTICES:

All Amendments, Addendum and Supplements to this agreement shall be in writing and signed by both parties. All notices and claims shall be made only in writing and shall be deemed made upon receipt. Any verbal notice or claim shall be of no effect.

The email addresses provided in this agreement shall be utilized for providing information and/or notification to each party. If either party changes email addresses or experiences any interruption of services, the party shall immediately notify the other party verbally and in writing.

Notices or correspondence requiring signature under this agreement shall be delivered from one party to the other, by overnight delivery, facsimile, or by registered or certified mail, addressed as follows:

If to SPH:

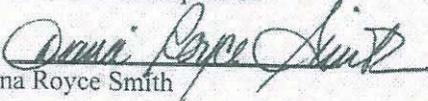
Tom Byers, MD, MPH
Associate Dean for Public Health Practice
Colorado School of Public Health
Mail Stop B119
13001 East 17th Place, Room C3000C
Aurora, CO 80045

If to RAI:

Diana Royce Smith
Royce Arbour, Inc.
5390 Manhattan Circle, Suite 101
Boulder, CO 80303
Phone: 303.499.3272
Fax: 720.304.3255
E-mail: Diana@roycearbour.com

IN WITNESS WHEREOF, the parties have caused this agreement to be duly signed and executed with the intention of becoming legally bound thereby.

Royce Arbour Incorporated

By: 
Diana Royce Smith

President

Date: November 17, 2009

Colorado School of Public Health

By: 
Tim Byers

Associate Dean

Date: 15 Dec 09