

Purchase Order Number 12501

This Number Must Appear on all
Invoices, Packing Lists, and Packages

ADAMS COUNTY PURCHASE ORDER

Page 1 of 1
Order Date: 04/24/15
Requested Date: 04/24/15
Cost Center: 951015

Vendor Address	Vendor and Shipping Information	Ship To Information
JVA CONSULTING LLC 2465 SHERIDAN EDGEWATER CO 80214-2402	Phone: FAX: e-mail: Delivery: FOB DESTINATION	ADAMS CTY BOARD OF COUNTY COMMISSIONERS 4430 SOUTH ADAMS COUNTY PARKWAY SUITE C5000A BRIGHTON CO 80601-8204
VENDOR NUMBER: 54962		

CONSULTING SERVICES PERFORMED PER THE TERMS, CONDITIONS OF RFP 2014.150 AND THE ATTACHED ADDENDUM ONE DATED MARCH 19, 2015.

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	1	CONSULTING SERVICES PER THE ATTACHED.		EA	0.0000	16,146.00	951015.7685	00006353

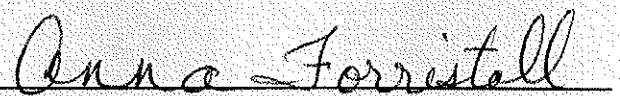
Original

Term Net 30 Days	Tax Rate *NA*	Sales Tax 0.00	Total Order 16,146.00
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ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT
COLORADO TAX EXEMPT #98-03569

Invoice to:
Adams County A/P
4430 S. Adams County Pkwy.
Suite C4000A
Brighton, CO 80601-8212
720-523-6050

Inquiries to:
Adams County Purchasing Department
4430 S. Adams County Parkway,
Suite C4000A
Brighton, CO 80601-8212
720-523-6050



378235 FORRISTALL, ANNA F

ADAMS COUNTY AUTHORIZED SIGNATURE

ADAMS COUNTY PURCHASE ORDER TERMS AND CONDITIONS

Quality: Vendor warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At County's option, and without prejudice to any other rights County may have, Vendor shall remedy any defective goods or reimburse County for its costs for remedying or replacing defective goods.

Packing Charges: No charges will be allowed for transportation, boxing, crating or other packaging unless set forth in writing in this Order.

Terms of Payment: Payment in full by County shall be made within thirty (30) days after receipt of invoice from Vendor.

Tax Exempt: County is a tax-exempt government entity, a body politic and corporate. No sales, use or excise taxes shall be included in or added to the prices of materials or goods on this Order. County's tax exempt number is 98-03569.

Appropriation Clause: The payment of County's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the County may terminate this Order. County's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against County.

Cancellation for Cause: This Order is to be acknowledged properly, and the date of shipment shall be stated definitely in the acknowledgment by Vendor. In the event of Vendor's failure to deliver as and when specified, County reserves the right to cancel this Order, or any part thereof, without affect to its other rights, and Vendor agrees that County may return part or all of any shipment so made and may charge Vendor with any loss or expense sustained as a result of such failure to deliver.

Risk of Loss: If the risk of loss passes at the shipping point, and if Vendor fails to pack the goods in an appropriate manner or to ship them in the manner or route directed by County, Vendor shall reimburse County for any loss resulting from that failure.

Compliance: Vendor represents and warrants that it is in compliance with all applicable laws, rules and regulations that affect this Order.

Patents and Copyrights: Vendor shall indemnify, hold harmless, and defend County, its directors, officers, agents and employees for, from and against any suit, claim or demand alleging infringement of any patent or copyright or misappropriation of any confidential information or trade secret in the United States, in the country of source or country of destination, based on the manufacture, assembly, sale, lease or use of goods, machinery, equipment, apparatus, materials or processes supplied hereunder.

Indemnification: Vendor shall fully protect, indemnify, hold harmless and defend County, its directors, officers, agents and employees for, from and against any and all loss, cost, damage, injury, liability, claims, liens, demands, taxes, penalties, interest or causes of action of every nature whatsoever, including but not limited to those of Vendor's subcontractors, which in any manner arise out of, are incident to, or are in connection with Vendor's performance under this Order.

Jurisdiction and Venue: The laws of the State of Colorado shall govern the interpretation, validity and effect of this Order. Jurisdiction and venue for any disputes arising under this Order shall be with the District Court of Adams County, Colorado.

Assignment: This Order shall not be assigned in whole or in part without the prior written approval of County.

No Waiver of Rights: No actions or lack of action by County shall be deemed a waiver of any of the provisions, terms or conditions set forth herein. Any waiver by County must be in writing.

Entire Agreement: This Order, properly signed, constitutes the entire agreement between County and Vendor. Any alterations, changes, variations, or additional terms by Vendor are rejected unless expressly assented to in writing by County. Acceptance is expressly limited to the terms of this Order; any additional or different terms are of no force and effect and notification of objection to such additional terms is hereby given.

ADAMS COUNTY, COLORADO
FIRST ADDENDUM TO
SERVICE AGREEMENT

THIS FIRST ADDENDUM TO SERVICE AGREEMENT ("First Addendum") is entered into this 19th day of March, 2015, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and JVA Consulting LLC, located at 2465 Sheridan Blvd., Edgewater, Colorado 80214 hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on August 12, 2014, the County entered into a Service Agreement with JVA Consulting; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term for one additional year, and,

WHEREAS, the County and the Contractor mutually desire to add an agency capacity assessment of the four agencies.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The Service Agreement is hereby amended to extend the term of the Agreement for one additional year.
2. The full services to be performed are attached to this First Addendum as Exhibit A.
3. The yearly fee schedule will remain the same at a rate of sixteen thousand one hundred forty-six dollars (\$16,146.00).
4. Section 3. TERM, Paragraph 3.2. Extension Option: is being revised to remove the last sentence in its entirety and section to read as:

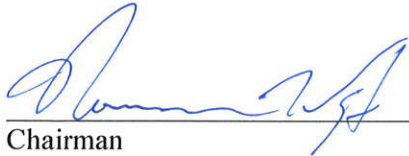
3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two (2), one (1) year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled.

5. The Service Agreement and this First Addendum contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Any terms, conditions, or provisions of the Service Agreement that are not amended or modified by this First Addendum shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this First Addendum, the terms, conditions, and provisions of this First Addendum shall control.

6. The Recitals contained in this First Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
7. This First Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
8. Nothing expressed or implied in this First Addendum is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this First Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this First Addendum by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
9. If any provision of this First Addendum is determined to be unenforceable or invalid for any reason, the remainder of the First Addendum shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
10. Each party represents and warrants that it has the power and ability to enter into this First Addendum, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

NORMAN WRIGHT
NEIGHBORHOOD SERVICES DIRECTOR
ADAMS COUNTY, COLORADO




Chairman

3-17-15
Date

ATTEST:
STAN MARTIN

CLERK AND RECORDER

APPROVED AS TO FORM:



Adams County Attorney's Office

Deputy Clerk

JVA Consulting



Signature

3/4/2015
Date

JANINE VANDENBURG / PRESIDENT
Name/Title

Need for Project and Desired Outcomes

JVA applauds Adams County for taking the initiative to dive deeper in assessing the needs and capacity of nonprofits serving residents of Adams County. In understanding the gaps in these organizations, Adams County can better serve them in providing technical assistance targeted at improving the organizations in the most relevant areas. In order to provide this assistance, Adams County must understand the organizations better, including their strengths and gaps. To gain that insight Adams County wishes to build on the nonprofit inventory completed in 2014 with JVA engage with JVA again to conduct an in-depth organizational assessment of select organizations.

Delivering Results

JVA Consulting's services will deliver the following results for Adams County:

- Provide an in-depth assessment of select organizations' operations
- Conduct focus groups to understand challenges and barriers facing organizations
- Inform Adams County on how it can better serve the organizations, build their capacity to implement their programs, grow their impact and meet their missions

Proposed Approach and Fee Summary

Organizational assessment	\$16,146
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Project planning, management and communication

JVA research and evaluation team members will facilitate an up to two hour kickoff meeting with Adams County, to confirm approach and timeline for the process, to identify big questions to be addressed, to map out a plan for data collection, and to outline roles and expectations for the deliverables.

JVA values the importance of including clients throughout the entire project continuum. **JVA will assign a liaison as the point of contact with Adams County** that will maintain communication with Adams County throughout this project, including updates and check-ins.

Organizational assessments

To accurately understand current operations of Adams County, JVA research and evaluation associates will use its proprietary *Comprehensive Organizational Assessment (COA)* to assess the 4 organizations identified by Adams County. The COA is an assessment

tool designed to provide an objective measure of how well an entity has built capacity in terms of resources, activities and strategic direction. JVA's COA has been utilized by more than 300 organizations since 2002. The use of the COA will provide an objective diagnostic that measures program capacity (including both strengths and weaknesses) in several key areas, including:

- Advocacy
- Assets & Infrastructure
- Collaboration
- Executive Leadership
- Financial Management
- Fundraising
- Governance
- Human Resources
- Inclusiveness
- Internal Relations
- Marketing & Public Relations
- Mission, Vision & Goals
- Planning
- Programming
- Research & Evaluation
- Strategy

In addition to the key areas mentioned above, the COA will be customized in response to the success factors identified during the kickoff meeting. Results from the COA will help JVA identify strengths while simultaneously prioritizing which areas are high, medium and low priority for taking action for focusing on outcomes and capacity. Part of the data collection process with this tool will involve conducting in-depth, in-person interviews with department and program leadership. The tool is designed to provide the most objective assessment possible, which will enable JVA to make informed judgments regarding the organizations' areas of strengths and areas that need to be shored up.

Organizational focus groups

JVA will conduct staff focus groups with staff and/or leadership from each of the 4 organizations. Focus groups gather more detailed information, allowing better understanding of the challenges and barriers faced by each organization.

JVA will **develop a focus group moderator guide** based on guiding research and feedback from Adams County to meet its desired outcomes that elicits valuable information while respecting participant experiences and allowing all voices to be heard. Questions will

be developed with respective populations in mind to ensure that they are culturally responsive and engaging.

JVA's experienced staff members will lead 4 participatory focus groups, 1 with staff from each of the identified organizations, engaging with up to 12 participants in each group. Sessions will last up to one hour and adhere to differing cultural needs. Focus groups will be hosted at a location identified and agreed upon with each organization.

After the focus groups have been completed, **JVA will conduct a detailed review and cleaning of notes from focus groups**, as well as translate responses, to ensure the accuracy of all data recorded.

Data analysis

Before beginning analysis, JVA will conduct a thorough data cleaning process to ensure the accuracy of all data. JVA's professional research and evaluation team conducts all of its own data analysis to ensure proper use of methods for data gathered. Qualitative analysis techniques include thematic pattern matching, content analysis and grounded theory analysis. **JVA will analyze results to identify trends and themes based on the questions identified in the kickoff meeting.**

Reporting and recommendations

Based on results of the COAs and focus groups, **JVA will develop a comprehensive report** that will provide Adams County with clear findings and analysis of data. Based on the results of the findings, JVA will recommend next steps to move Adams County forward in providing technical assistance to the organizations.

Total

\$16,146

Why Choose JVA Consulting?

JVA and Adams County have a long history of working together to further the County's goal of ensuring that Adams County remains a great place to live. Like County officials, JVA understands that the only way to stay great is to continually strive to improve. The County's continued emphasis on neighborhood improvement is fundamental to this vision, and this project will enhance that. As a result of the completion of the Adams County nonprofit inventory in 2014, **JVA understands Adams County's goals in working with these organizations.**

Founded in 1987 and based in the intermountain West, JVA Consulting (JVA) is a woman-owned training, planning, fundraising, capacity building and evaluation firm working with organizations and individuals across the country on community and social change. JVA's mission is to help social innovators across sectors become more successful, scalable and sustainable. Since its inception, JVA has grown from a solo practice to a team of over 26 associates and

graduate interns, and additional regular subcontractors with specific subject matter expertise, serving hundreds of organizations each year. In the last year, JVA's team members, each with specific areas of expertise, completed 263 projects for 113 clients (institutions of higher education, nonprofit organizations, foundations and socially responsible businesses, government agencies, etc.).

JVA has a strong background in research and analysis to better understand communities. A few examples include:

- In 2014 Connect for Health Colorado engaged with JVA to gather statewide stakeholder input on the application process. In addition to conducting focus groups and interviews, JVA developed a survey tool to gather stakeholder information and analyzed the results of the surveys to the objectives identified by Connect for Health Colorado to improve the application process for all Coloradans.
- JVA partnered with Douglas County Libraries (DCL) in 2013 to assess resident perceptions and attitudes toward a new branch. JVA developed a survey tool designed to collect actionable data addressing the desired outcomes of DCL. JVA analyzed the input of 3,500 community members. JVA's results led to DCL's ability to have a comprehensive understanding of community members perceptions and how to increase library satisfaction.

Our approach is based on years of experiences and best practices. JVA's research and analysis process specifically considers:

- Best practices in focus group moderation
- Use of appropriate data analysis methods to derive the most accurate story from the data collected
- Competency and sensitivity to cultural variances

JVA values a collaborative approach to research and evaluation and utilizes the insight and experience of partners throughout the process. JVA's knowledgeable team will work collaboratively with Adams County through every component of this project and will submit all products and processes for Adams County approval before they are carried out or completed. In addition, JVA team members will be available by phone and email throughout the project and will connect regularly with Adams County to update them on progress and discuss ways of strengthening their collaborative partnership on this project.

JVA's approach infuses ongoing learning and innovation through its client work, resulting in stronger, more coherent outcomes.

Timeline

Should Adams County select JVA to execute this project as proposed, our proposed timeline is as follows:

- *The first deadline for this project is the date by which both this signed proposal and the initial deposit are due: March 13, 2015.*
- Work will begin within one week of JVA receiving both items. Work will be completed by September

30, 2015 provided that Adams County meets all mutually agreed upon timelines. Should Adams County have delays in providing JVA information needed to complete the project, JVA reserves the right to renegotiate the timeline for work and deliverables, without penalty.

Terms and Conditions

Payment Terms. The deposit payment (\$4,038) is due upon receipt of this signed agreement and before work begins. This payment obligates JVA to conduct the work described in this letter of agreement and to turn away other work that may interfere with the time required to complete this work, and is thus earned upon receipt and non-refundable. The remaining payments will be paid out in 6 monthly installments of \$2,018 each. Payments will be due the first of the month, April 1, 2015, May 1, 2015, June 1, 2015, July 1, 2015, August 1, 2015 and September 1, 2015.

Billing. JVA will bill the Client for each installment via the email address listed above, unless otherwise requested. Payments are due on the dates/times mentioned above.

Communication. The success of this project depends on clear and responsive communication throughout the project. JVA will return your calls and/or respond to your emails within two business days and asks that you do so as well whenever possible. JVA will communicate progress and results of the project to Adams County contact on a monthly basis through email and conference calls, or as otherwise requested. Please let us know your desired frequency and method of communication. If a problem arises during the course of this project, each party commits to promptly letting the other party know so that the issue can be addressed quickly.

Client Satisfaction Survey. We care about continually improving our services. After your project is completed, you'll receive a short online client satisfaction survey from us; we ask that you complete it.

Independent Contractor. Adams County is contracting with JVA Consulting, a consulting firm. JVA and its employees or consultants are not employees of Adams County, and JVA shall be responsible for any relevant payroll taxes and for controlling how the work is performed.

Non-solicit. Adams County agrees not to solicit, hire or contract with any JVA staff member or consultant affiliated with this project, except through JVA, for a period of one year following the completion of this project and termination of this agreement.

Disclosure. JVA will disclose and publicize that Adams County is a client of JVA unless otherwise requested in writing; we will not disclose information that you have designated as confidential without your permission in writing.

Changes in Work Desired. If, during this project, Adams County requests services or deliverables beyond those described in the Statement of Work section above, additional fees may apply and changes in the timeline may occur. Both JVA and Adams County will agree to any additional costs, scope of work and timeline changes in writing as an addendum to this agreement before performing additional services. Changes that do not affect costs or timeline can be communicated and agreed to by all parties via email.

Timelines. Both JVA and Adams County agree to meet mutually agreed upon deadlines, as set out during the initial project kickoff meeting, and subsequent meetings, as needed.

Liability. In accepting this agreement, you release JVA, its officers, employees and consultants from any and all liability in connection with the services it will provide.

Entire Agreement. This document contains the entire agreement of the parties and supersedes all prior conversations or agreements, whether oral or written, about the matters covered in this agreement.

Next Steps

To take advantage of this proposal and proceed with the project as outlined, Adams County's next steps are to:

- Accept the proposal as is
- Discuss desired changes with JVA Consulting
- Finalize and sign the contract
- Submit an initial payment of \$4,038

Once completed, JVA Consulting will contact Adams County to schedule a project kickoff meeting to make introductions and gather information before beginning the work.

We're happy to make changes to project scope on Adams County's request at any time, but may be subject to additional billing.

If this proposal is agreeable to you as is, please sign with your electronic signature by *March 13, 2015*. We look forward to working with you in achieving your goals!

Warmly,

Myra Hagan