xc: Jack Mayowsky
YMC

Bourne Elliott Associates
Facilitation ♦ Participation ♦ Dispute Resolution
738 Brookridge Drive, Atlanta GA 30306

January 30, 1996

→ Jo Hanson
Jo - Bill looks okay - Please pay.
Thanks.
Diane Herndon

Diane Herndon
Environmental Communications
Monsanto Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63167

Dear Diane:

Re: Monsanto Community Advisory Panel

Invoice for personal services and expenses for work conducted between project start-up and December 30, 1995.

Expense Category	Description of Activity		Amount
Personal Services (46.35 hrs. @ $125/hr.)	Initial and follow-up meetings in Anniston. Community assessment and stakeholder interviews.		$5,793.75
Materials and Supplies	Telephone expenses		$121.66
	Office expenses (postage and copying)		$0.00
Travel	1 trip to Memphis	Car (29¢/mile)	$127.31
		Meals	$9.10
		TOTAL INVOICE	$6,051.82

Sincerely,

Michael Elliott

Michael Elliott
Principal

DSW 132931

STLCOPCB4032889

DIANE HERNDON
Corporate Communications

→ JO HANSON

Jo -
Here is Michael Elliott's last bill for the Community Advisory Panel work he did for us. The project is on hold, but Nicole & Reding are easier for all sites to have caps so it might be reactivated again in some form.
Diane

Monsanto

DSW 132932

STLCOPCB4032890

MAY 3 1 1996

Bourne Elliott Associates
Facilitation ♦ Participation ♦ Dispute Resolution
738 Brookridge Drive, Atlanta GA 30306

May 27, 1996

Diane Herndon
Environmental Communications
Monsanto Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63167

Dear Diane:

Re: Monsanto Community Advisory Panel

Invoice for personal services and expenses for work conducted between January 1 and April 30, 1996.

Expense Category	Description of Activity	Amount
Personal Services (5.4 hrs. @ $125/hr.)	Summarize outcomes of community assessment and stakeholder interviews. Participate in February 21 debriefing meeting.	$675.00
Materials and Supplies	Telephone expenses	$25.60
	Office expenses (postage and copying)	$0.00
	TOTAL INVOICE	$700.60

As we discusses on February 21, we will not proceed with formation of the Community Advisory Panel until such time as the issues associated with PCBs can be addressed within the context of a panel or until such issues become less relevant to the functioning of a panel. I appreciated the opportunity to work with you, the plant management, and residents of the Anniston area.

Sincerely,

Michael Elliott

Michael Elliott
Principal

DSW 132933

CONTRACT AGREEMENT

Monsanto Company
Bourne Elliott Associates

THIS AGREEMENT is made and entered into this 23rd day of October, by Monsanto Company and Bourne Elliott Associates (BEA). By means of this agreement, BEA will provide facilitation and other support services to Monsanto Company.

BEA AGREES:

a. BEA shall provide the services of a professional facilitator to assist Monsanto in its efforts to establish and facilitate a Community Advisory Panel which promotes dialogue between Monsanto and the Anniston community around issues of mutual interest.

b. BEA shall design and implement a process formulated to assist Monsanto in community outreach and to work with community leaders in their efforts to articulate environmental, health, safety and other community priorities. Assistance shall be provided for the initiation, management and facilitation of meetings and forums, the coordination of technical fact finding between Monsanto and community leaders involved in forums, and the organization of additional facilitation efforts necessary for the conduct of these tasks as determined by the representatives of BEA and Monsanto.

c. Services provided by BEA under this contract will be conducted by Michael Elliott, except as mutually agreed upon by the representatives of Monsanto and BEA.

MONSANTO COMPANY AGREES:

a. Monsanto hereby engages BEA to utilize its best efforts to provide facilitation and other support services, commencing on May 1, 1995 and extending until terminated as specified below.

b. Monsanto agrees to compensate BEA for all activities associated with this Contract at a rate of $125 per person-hour and to reimburse actual expenses incurred by BEA in the performance of this Contract. BEA reserves the right to modify the rate at any time upon 30 days notice to Monsanto once during each 12 month period following the first anniversary date of this Agreement.

STLCOPCB4032892

MONSANTO AND BEA AGREE:

a. This contract shall be in effect until termination by either Monsanto or BEA. Either shall have the right to terminate this Contract with at least twenty (20) days written notice. Monsanto shall be obligated to reimburse BEA for all amounts then due to BEA, in accordance with the terms of this Contract, up to the time of such termination.

b. BEA will submit invoices for personal services and expenses on a monthly or quarterly basis, with payment by Monsanto to occur within 45 days of receipt of each invoice.

c. The parties hereby designate the following persons, or their successors in title, as their representatives, to whom all notices, documents, requests and inquiries shall be addressed:

BEA:

Michael Elliott, Principal
Bourne Elliott Associates
738 Brookridge Drive
Atlanta, Georgia 30306

Monsanto Company:

Jack Mayausky
Plant Manager
Monsanto Company
300 Birmingham Highway
Anniston, AL 36201

d. This contract is authorized by the officers of Monsanto Company and BEA as follows.

for Monsanto Company

By: _____
Jack Mayausky
Plant Manager

for Bourne Elliott Associates

By: _____
Michael Elliott, Principal

DSW 132935

Bourne Elliott Associates
Facilitation ♦ Participation ♦ Dispute Resolution
738 Brookridge Drive, Atlanta GA 30306

May 8, 1995

Diane Herndon
Environmental Communication Group
Monsanto Chemical Corp.
800 North Lindbergh Boulevard
St. Louis, MO 63167

Dear Diane:

Attached is a copy of my resume and a brochure describing the Southeast Negotiation Network. If you need any additional information, let me know.

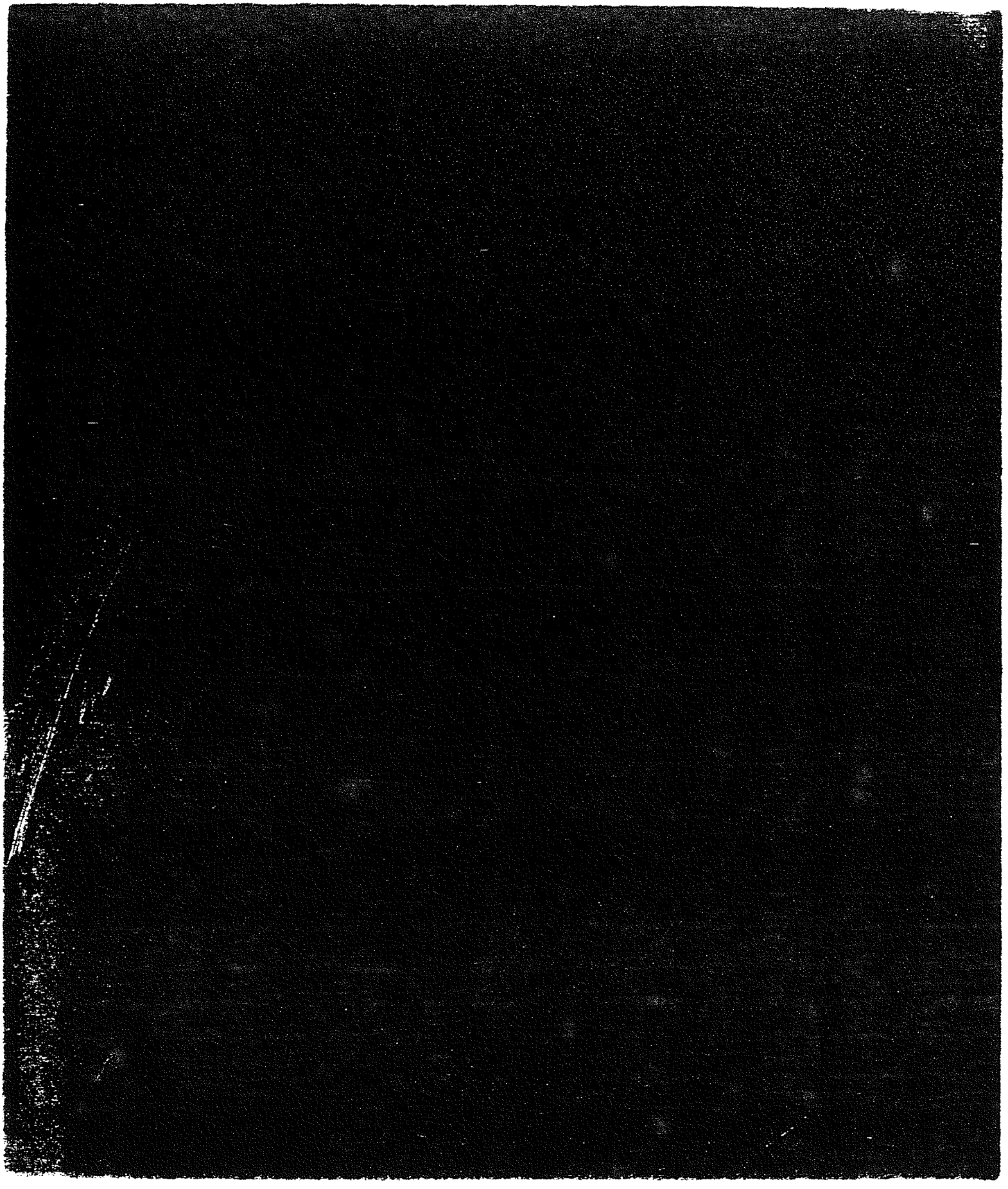
I look forward to receiving the materials from you, and to meeting you on May 30th.

Sincerely,

Michael Elliott

Michael Elliott
Principal

DSW 132936



DSW 132937

Southeast Negotiation Network

The Southeast Negotiation Network (SNN) is a program of the Center for Planning and Development at the Georgia Institute of Technology. SNN assists public officials, business leaders, community residents and public interest groups in the prevention and resolution of disputes. SNN promotes alternative dispute resolution and improved decision making through an integrated program of service, research and education, with particular focus on issues arising in the Sunbelt.

Objectives of SNN

The primary objectives of the Network are to:

- Provide a neutral forum and experienced facilitators for resolving policy, planning and environmental disputes
- Foster strategic planning in public and private decision making
- Develop and test innovative techniques for conflict management and consensus building
- Promote conflict resolution education at the primary, secondary, college and continuing education levels
- Build the capacity of communities, institutions and individuals to handle future disputes.

Alternative Dispute Resolution

Alternative dispute resolution as applied by the Network can be categorized into three primary groups:

Policy Dialogue is a process for developing public policy when issues and their solution are complex. A wide cross-section of public and private interests is usually involved in these issues. Policy dialogue brings representatives of these interests together and fosters an exchange of information and ideas, thereby reducing polarization. Within this setting, alternatives can be explored and their feasibility evaluated more effectively.

Policy dialogue has been used in diverse settings, such as developing national coal policy, exploring solutions to acid rain, setting environmental regulations in the U.S. Environmental Protection Agency, establishing hazardous waste policy for the state of South Carolina, setting annexation policy in Virginia and setting land use planning objectives in many local communities.

DSW 132938

STLCOPCB4032896

As an example, public participation in regulatory development, permit review and land use planning is traditionally conducted through a series of public hearings. However, this approach has often led to increased time and expense in adopting guidelines since the input of interested parties is obtained after guidelines have been formulated. Involving concerned parties in the development of guidelines has led to more comprehensive and efficient decision making.

Applications to the Sunbelt

The Sunbelt states have experienced rapid growth and economic resurgence. However, along with the prosperity, problems have emerged. Many cities are unable to meet the demands for services resulting from rapid growth. Social and environmental problems arising from development are prompting questions about the trends and nature of growth in the region. Decision making processes for setting public policy and for permitting regulated private activity are becoming strained and time consuming, and litigation is proliferating. Increasingly, active interest groups are beginning to challenge the traditional decision making processes.

As a consequence, alternative dispute resolution in the Sunbelt states is becoming increasingly important by providing opportunities to:

- Improve the quality of life in developing and urban areas
- Ameliorate growth impacts while retaining progressive development
- Broaden the forum for participation in policy-making
- Enhance decision-making processes through consensus building
- Reduce time and expense caused by delays related to litigation and procedural reviews.

Services Provided by SNN

SNN focuses the managerial and technical expertise of faculty and associates of Georgia Tech on the complex conflicts that often accompany planning, policymaking and development. Alternative dispute resolution is typically conducted at the request of a government agency, a participant in a dispute or an interested third party. As a general guideline, SNN can help participants:

- Clarify issues
- Identify affected parties and stakeholders
- Determine the willingness of parties to participate

The Southeast Negotiation Network
Center for Planning and Development
College of Architecture
Georgia Institute of Technology
Atlanta, Georgia 30332-0155

Gregory Bourne
Michael Elliott
Co-Directors

404/894-2350

DSW 132940

STLCOPCB4032898