



# Transforming performance through the power of inclusion.

## **Presented to:**

Joyce Tofte Diversity Equity and Inclusion Commission Lyon County

## **Prepared by:**

Anissa Waterhouse Race Equity Consulting Manager YWCA Minneapolis

## Date:

12/9/21

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## **PROPOSAL OBJECTIVES, OUTCOMES AND APPROACH**

## **Objectives:**

The main goal of this project is to support the Diversity, Equity, and Inclusion (DEI) Commission of Lyon County in their February and April World Café Sessions. The YWCA Minneapolis team will assist in the overall facilitation of each event and will lead in summarizing and analyzing the data collected during the events. This will culminate in a written report and presentation of data for the county's DEI Commission.

#### **Outcomes:**

- YWCA Minneapolis will produce a facilitation guide and other preparation materials as needed and will provide support in the facilitation of each event.
- YWCA Minneapolis will compile and analyze the data collected during each World Café
- YWCA Minneapolis will make recommendations of next steps to the commission following the presentation of data.

## Approach:

We will plan to have 1-2 planning sessions with Lyon County coordinators prior to each event which includes the commission meeting on the first Wednesday of January 2022. The events will take place on February 15, 2022 from 3:30-4:30pm and April 30<sup>th</sup>, 2022 from 9:30-10:30am. YWCA Minneapolis will facilitate the execution of each event and support individual café sessions as needed. Following each event YWCA will collect and analyze the date compiled through an intersectional equity lens and prepare both a written report and presentation for the DEI Commission of Lyon County.

## **COST PROPOSAL**

Activity	Qty./Hrs.	Price (per session)	Total			
Phone consultation to discuss the goals and details of workshop sessions, as well as desired outcomes	1 hr.	\$0.00	\$0.00			
STRATEGIC PLANNING						
Pre-Event Preparation Meetings (2 hours / event)	4	\$320 (20% Discount for Budget)	\$1,280			
World Café Events	2	\$320	\$640			
Data Compilation & Analysis	6	\$320	\$1,920			
Data Presentation	2	\$320	\$640			
Total						

## This proposal is valid for 30 days from 12/9/21

Any customizations and/or additional requests made by the Client outside of the scope of services outlined within this contract will be billed at an hourly rate and may increase the overall cost of the services outlined.

## **YWCA MINNEAPOLIS AGREEMENT**

#### **INC.LUDE<sup>TM</sup> CONSULTING SERVICES**

This AGREEMENT, made and entered into this date 12/9/2021 by and between YWCA Minneapolis ("Consultant"), a corporation duly organized and existing under the laws of the State of Minnesota, with its place of business at 1130 Nicollet Mall, Minneapolis, MN 55403 and Lyon County ("Client"), who shall collectively be known herein as "the Parties".

**WHEREAS**, Client wishes to retain the services of Consultant as an independent contractor in accordance with the terms and conditions of this Agreement.

#### **ENGAGEMENT OF SERVICES**

Consultant shall provide the services, functions, or responsibilities related to the services set forth in the Cost Proposal. The exact nature, dates, and scope of the services shall be agreed by the Parties.

#### **CONTRACT TIME**

Consultant shall commence providing services during 2021 or as soon thereafter, as is feasibly possible. Consultant will use its best efforts to render the services and complete the projects by the applicable completion dates.

## COMPENSATION

**Compensation Rates:** Client will pay Consultant a fee for services rendered under this Agreement as set forth in the Cost Proposal undertaken by the Consultant. Client shall be responsible for all expenses incurred by the Consultant in the performance of the services under this Agreement. Upon termination of this Agreement for any reason, Consultant will be paid fees incurred for work, which is then in progress on a proportional basis, and expenses incurred through the effective date of such termination.

**Billing:** The Consultant shall submit monthly invoices as work performed is completed to Client on a monthly basis, to the attention of client's contact as listed below.

**Payment:** Unless other arrangements are made by the Parties hereto, Client will make payments within thirty (30) days of receipt of each invoice.

## CONFIDENTIALITY

Consultant recognizes that certain confidential information may be furnished by the Client to Consultant in connection with its services pursuant to this Agreement.

Transmission of data per the terms of this agreement shall include verbal reporting, via fax or via secured email by Client to and from Consultant.

Client and Consultant contractors shall take all reasonable safeguards to protect client information and to maintain written client related documentation in locked paper and/or electronic files.

**Non-Disclosure of Information:** Consultant shall not disclose or communicate any "Confidential Information" of Client to any person or entity other than Client nor use said "Confidential Information" for any purpose or reason other than the benefit of Client.

For purposes of the preceding sentence, "Confidential Information" means (but is not limited to) any information regarding Client's business methods, business policies, procedures, techniques, research or development projects or results, sales information of any kind, financial information of any kind, trade secrets or other knowledge possessed by Client which is not generally known by individuals outside of the Client (including Client's employees, consultants, and advisors).

Consultant agrees that all knowledge and information relative to products, processes, prices, discounts, costs, business affairs, future plans, or technical data received from Client, its employees or other consultants, or solely by virtue of the performance of services under this Agreement, shall be retained by Consultant as confidential and shall not be utilized in the service to others or otherwise disclosed or disseminated.

<u>Use of Consultant Information</u>: Except, as specifically set forth in writing and signed by both Client and Consultant, Consultant shall have all intellectual property rights with respect to all materials developed under this contract.

## **DURATION AND TERMINATION**

**Voluntary Termination:** Either party may terminate this Agreement, with or without cause, by 30 days written notice to the other. Upon such termination, Client shall pay Consultant for services performed prior to receipt of such notice or subsequent to any written directive to cease work.

**<u>Effect of Termination</u>**: Upon such expiration or termination, Client shall return to Consultant any and all materials or files supplied to Client or created by Consultant in the performance of this Agreement.

## **MISCELLANEOUS**

#### Notices:

Notices to Consultant should be sent to:

Angela Myles Vice President, Racial Justice YWCA of Minneapolis 1130 Nicollet Mall Minneapolis, MN 55403

Notices to Client should be sent to:

Joyce Tofte joyce.robinson87@outlook.com 507-401-6764

344 West Main St. Marshall, MN 56258

#### Insurance:

• Contractor is responsible for providing insurance coverage for its employees, contractors and subcontractors.

#### Assignment:

Contractor shall not assign or transfer this Agreement or any of Contractor's interest herein in any manner without Client's prior written consent.

Contractor may subcontract with additional consultants to perform some of the duties outlined in this contract. In the event that Contractor subcontracts for some of the services outlined in this contract, then:

- Contractor is responsible for any and all payments to any subcontractors; and
- Contractor has a duty to notify the client of the use of a subcontractor before the subcontractor begins any work.

#### Federal Contracting:

The Contractor certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

Budget

Client

Print Name			
Title		 	
Signature	 	 	
Date			
Consultant			
Print Name	 	 	
Title	 	 	
Signature		 	
Date	 	 	