



CITY OF MARSHALL
Diversity, Equity, and Inclusion Commission
A g e n d a
Thursday, January 13, 2022 at 3:00 PM
City Hall, 344 West Main Street

APPROVAL OF AGENDA

NEW BUSINESS

1. Consider and approve the selection of a consultant for Facilitation Services.

ADJOURN

Disclaimer: These agendas have been prepared to provide information regarding an upcoming meeting of the Common Council of the City of Marshall. This document does not claim to be complete and is subject to change.



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 30th, 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 data 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 <small>(20% Discount for Budget)</small>	\$1,280
World Café Events	2	\$320	\$640
Data Compilation & Analysis	6	\$320	\$1,920
Data Presentation	2	\$320	\$640
Total			\$4,480

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™ 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.

Use of Consultant Information: 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.

Effect of Termination: 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



City of Marshall Diversity, Equity, and Inclusion Commission Proposal for Meeting Facilitation Services

Overview

Since 1993, Mighty Consulting has worked with a variety of nonprofits, partnerships, government entities, and community groups as they experience transition. Our work is infused with insights and knowledge gleaned from over two decades of working with organizations as they grapple with internal and external change.

Through a facilitative leadership style, Mighty Consulting builds consensus and keeps organizations, collaborations, and projects moving – supporting them through transition and leaving them stronger and more focused on the other side. We mediate and resolve issues to bring clarity and shared understanding to our clients. We bring optimism, energy, and fresh ideas to our work and bring out the same in others.

How We Work

Mighty Consulting works as collaborators with our clients. Our approach is intentional and rooted in the belief that clients are the leaders and experts of their organizations – we will continue to listen and ask questions until there is a shared understanding of the organization’s needs and desired outcomes. With this understanding we focus our experience and expertise on the deliverables and support the client’s resources, time, and talent.

Because we value the unique knowledge and insights clients contribute to the process, we adapt our work as necessary. Though many organizations seek out our services, each client brings their own unique set of circumstances and desired outcomes. We create an inclusive and deliberative process that respects each situation. We insist on managing your time and resources to maximize our impact and strive for simplicity and clarity in our communications and deliverables.

Relevant Experience

We bring over 20 years of experience working with nonprofit organizations to develop clear, concise and usable strategic plans. We have facilitated hundreds of meetings over the course of our work, always working with the client to craft a clear agenda and outcomes prior to the meeting, and facilitating in such a way to meet the outcomes and draw out all voices and perspectives.

PROPSAL FOR FACILITATION AND DOCUMENTATION

Mighty Consulting will provide the City of Marshall Diversity, Equity, and Inclusion Commission (the Commission) with meeting facilitation and documentation for two, large group community conversations.

Scope of Services:

- Prepare for meeting with conversation(s) with key individuals (selected by the Commission) and review of all documents provided
- Facilitate two meetings – February 15th and April 30th
- Document and distribute documentation from the meetings to the Commission

Anticipated Outcomes

Mighty Consulting will provide an agenda and other printed materials ahead of the meetings to set expectations and create a foundation for productive conversation. The purpose of both meetings is to create a safe and welcoming space to engage community members in dialogue around diversity, equity, and inclusion in Marshall and Lyon County. Recommendations on actions and activities generated in these conversations will be shared with the Commission for consideration.

Consultants

Melissa Martinez-Sones and Roger Meyer are the owners and lead consultants who provide facilitation services for Mighty Consulting. All Mighty Consulting consultants work independently and collaboratively with each other and the organization to accomplish the agreed upon outcomes for the contract.

COMPENSATION

Mighty Consulting would be paid \$175/hour for services rendered, not to exceed \$4,200 for the contract period.