



# Board of County Commissioners Agenda Request

6A

Agenda Item #

**Requested Meeting Date:** March 14, 2023

**Title of Item:** Approve Transformative Learning Institute Contract

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
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<b>Submitted by:</b> Jessica Seibert	<b>Department:</b> Administration
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<b>Presenter (Name and Title):</b> Jessica Seibert, County Administrator	<b>Estimated Time Needed:</b> 10 Min.
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**Summary of Issue:**

Attached is a contract for strategic planning services, development of a continuous revitalization system (similar to LEAN processing), and change-leadership workshops.

A clear, comprehensive strategic plan is recommended to prioritize county efforts, effectively allocate resources, align stakeholder goals, and ensure goals are backed by data and sound reasoning. This is especially important and valuable with new senior leadership in place.

Like most employers, Aitkin County is also seeing the effects of a very tight labor market. It is more important than ever to be "an employer of choice". Providing leadership and staff the tools needed to ensure meaningful, vision-centered, and engaging work is necessary to attract and retain qualified staff.

The Personnel Committee unanimously recommends approval of the attached contract for services with the Transformative Learning Institute. The Aitkin County Board has previously approved all funds for this project over the past two years with reserve requests and 2023 budget.

While the County Attorney recommends liability insurance based on MCIT recommendations of \$2,000,000/occurrence and \$4,000,000 aggregate, the County Administrator is asking for approval with limits listed in the contract. Further discussion will be had at the meeting.

**Alternatives, Options, Effects on Others/Comments:**

**Recommended Action/Motion:**  
Approve contract with Transformative Learning Institute.

**Financial Impact:**

Is there a cost associated with this request?       Yes       No

What is the total cost, with tax and shipping? \$ 140,000.00

Is this budgeted?       Yes       No      *Please Explain:*

\$109,000 currently approved in reserve dollars. The remaining amount was approved in the 2023 Central Services budget.

## TRANSFORMATIVE LEARNING INSTITUTE CONTRACT FOR CONSULTING SERVICES

This Agreement is made between Transformative Learning Institute, LLC (the “Consultant”) and Aitkin County (the “Client”) organized and existing under the laws of the State of Minnesota and having its principal place of business at 307 2nd Street NW, Rm. 310, Aitkin, MN 56431

### RECITALS

- A. Client desires to obtain the services of the Consultant; and
- B. The Consultant has expertise and experience to provide such services for Client.

### TERMS

The Consultant agrees to perform such professional services, with the standard of professional care and skill customarily provided in the performance of such services as are set forth in this Agreement, and Client agrees to pay the Consultant such amounts as are specified in this Agreement, all upon the following terms and conditions:

- 1. Scope of Service.
  - 1.1. The Consultant agrees to facilitate:
    - a) The development of a high-quality, straightforward, actionable, and widely understood **strategic plan**, which will include Aitkin County’s *vision, mission, and purpose; core and aspirational values; strategic anchors; strategic imperatives; goals, objectives, and benchmarks; core tasks and timeline; and key performance indicators*. The strategic plan will consider employee well-being, appreciation, and culture revitalization.
    - b) Seven **workshops** that equip employees with change-leadership competencies, through approaches for establishing and building meaningful relationships, transforming unhelpful assumptions, and stewarding the overall health and prosperity of the Client. Workshops will be embedded at critical points throughout the strategic planning process to help leaders and employees immediately begin prototyping and testing fundamentally improved ways of relating with each other and the public. These workshops include:
      - a. *Unpacking the Aitkin County Vision*
      - b. *Reinvigorating Teams*

- c. *Leading and Supporting Positive Change*
  - d. *Supporting an Appreciative Culture*
  - e. *Transforming Workplace Conflict*
  - f. *GE Workout*
  - g. *Reducing Workplace Stress*
- c) The development of an employee led **continuous revitalization system**, called GE workout, which creates room for meaningful, vision-centered, and engaging work by reducing burdensome, wasteful, and ineffective processes.
- d) **Coaching Services** to leaders and teams on working through challenging or unresolved issues using frameworks and tools for cultivating trust, healing, solidarity, and creativity. Coaching sessions utilize numerous tools to help leaders effectively examine their assumptions and anxieties, manage change resistance, and establish a greater sense of control in the face of ambiguity and uncertainty. It also helps employees develop a greater sense of solidarity, engagement, and excitement around positive change.
- e) The development of a **strategic playbook** that summarizes the Client's new strategic orientation in actionable terms. It will include a useful desktop guide that fits with the Client's aspirational values and assists with making decisions that are aligned with strategic anchors. The playbook also provides a clear description of how the Client's Vision and Mission must adapt to meet short-term and long-term challenges (and opportunities) in concrete ways.

1.3 Consulting services will be provided by Transformative Learning Institute, LLC CEO & Principal Consultant, Dr. William Brendel, 2157 Eleanor Avenue, St Paul, MN 55116, PH: 612-300-1302, email: [bill@tlinstitute.com](mailto:bill@tlinstitute.com)

## 2. Fees and Expenses.

- 2.1 The total fee for the described consulting services is \$140,000. The Consultant will invoice the Client \$7,000 monthly based on a 20-month distribution.
- 2.2 The consulting services fee will be paid by the Client upon submission of an invoice by the Consultant.
- 2.3 The Consultant agrees that the Consultant is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that Client will not deduct such taxes from any payments to the Consultant hereunder.

3. Term.

The Consulting Services to be rendered by the Consultant under this Agreement are estimated to take place over a 20-month time-period. The scope and deliverables outlined above may take more or less time than estimated. The estimated consulting schedule is provided below:

<i>Phase</i>	<i>Estimated Period</i>
Discovery	4 months
Alignment	6 months
Planning	6 months
Implementation	4 months

4. The Consultant's Capacity and Responsibilities.

- 4.1 It is expressly understood that the Consultant is not the agent, partner, or employee of Client. The Consultant is not the employee of Client and is not entitled to tax withholding, Workers' Compensation, unemployment compensation or any employee benefits, statutory or otherwise from Client.
- 4.2 The Consultant shall not have the authority to enter into any contract or agreement to bind Client and shall not represent to anyone that the Consultant has such authority.
- 4.3 The Consultant represents and warrants to Client that in performing the Consulting Services, the Consultant will not be in breach of any agreement with a third party.

5. Confidentiality of Information.

The Consultant agrees to keep confidential and not to disclose to third parties any information provided by Client pursuant to this Agreement unless the Consultant has received prior written consent of Client to make such disclosure. This obligation of confidentiality does not extend to any information that:

- 5.1 Was in the possession of the Consultant at the time of disclosure by Client, directly or indirectly;
- 5.2 Is or shall become, through no fault of the Consultant, available to the general public, or
- 5.3 Is independently developed and hereafter supplied to the Consultant by a third party without restriction or disclosure.

6. Ownership of Work Product.

- 6.1 All information, manuals, electronic media, videos, PowerPoint presentations, workbooks, notes, training materials, and written materials (the “Consultant Pre-Existing Intellectual Property”) furnished by the Consultant in connection with the Consultant Services provided hereunder are and will remain owned by the Consultant. Title and all ownership rights to the Consultant Pre-Existing Intellectual Property remain with Consultant and Client cannot reproduce, use, modify, display, transmit, enhance or sell such Consultant Pre-Existing Intellectual Property. Client shall continue to own its pre-existing proprietary and confidential information (“Client Pre-Existing Intellectual Property”), whether or not such Client Pre-Existing Intellectual Property is incorporated into documents or materials created by the Consultant in connection with the Consulting Services provided pursuant to this Agreement. Client agrees that the Consultant can use Client Pre-Existing Intellectual Property furnished by Client in preparing curricular materials for the Consulting Services provided hereunder, with the express understanding that Consultant cannot use such Client Pre-Existing Intellectual Property for any purpose other than in connection with the Consulting Services provided pursuant to this Agreement.
- 6.2 Any original materials created specifically by the Consultant for Client, or any Consultant proprietary information used by the Consultant in rendering the Consulting Services, will not infringe any copyrights, trademarks or trade secrets of others.
- 6.3 Minnesota Government Data Practices Act  
Notwithstanding any other provision, the disclosing party’s disclosure of data in good faith compliance with the Minnesota Government Data Practices Act shall not be deemed or otherwise considered to be a breach of any of the disclosing party’s material confidentiality obligations under this Agreement.

7. Suspension or Termination of Contract.

Either party has the right to suspend indefinitely or terminate the contract and the Consulting Services to be rendered by the Consultant for any reason, upon thirty (30) days’ written notice to the other party. In the event of suspension or termination prior to completion of all work described in Section 1, the amount of the total fee to be paid to the Consultant shall be determined on the basis of the portion of the total Consulting Services actually completed up to the effective date of suspension or termination.

8. Warranties.

THE SERVICES AND ALL DOCUMENTATION ARE PROVIDED ON AN “AS IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CONSULTANT DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES OR THE DOCUMENTATION.

9. Release.

The Consultant agrees that any personal injury to the Consultant or damage to Consultant property incurred in the course of performance of the Consulting Services shall be the responsibility of the Consultant.

10. Notice.

Any notice to either party hereunder must be in writing, signed by the party giving it, and shall be served either personally, by e-mail, facsimile or by registered or certified mail addressed as follows:

To Client:

Jessica Seibert  
Aitkin County  
County Administrator  
307 2<sup>nd</sup> Street NW Room 310  
Aitkin, MN 56413  
Phone: 218-927-7282  
Email: [Jessica.seibert@co.aitkin.mn.us](mailto:Jessica.seibert@co.aitkin.mn.us)

Dr. William Brendel  
Transformative Learning Institute  
2157 Eleanor Avenue  
St Paul, MN 55116  
Phone: 612-300-1302  
E-mail: [bill@tlinstitute.com](mailto:bill@tlinstitute.com)

All such notices shall be effective only when received by the addressee.

11. Entire Agreement; Modification.

This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended except by an agreement signed by the Consultant and an authorized representative of Client.

12. Records Auditing and Retention

Consultant's records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the Client and either the Legislative or State Auditor, pursuant to Minn. Stat. sec. 16C.05, subd. 5. Consultant agrees to maintain such evidences for a period of six (6) years from the date of services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

13. Insurance and Indemnification

A. Consultant agrees to indemnify and hold harmless the Client, its officials, employees and agents from any and all liability, loss or damage, that the Client,

its officials, employees and agents may suffer as a result of claims, demands, costs of judgments, including without limitation reasonable attorney's fees arising out of the provision of professional services by the Consultant, provided, however, that this indemnification shall be limited to the extent of such claims, demands, costs or judgments, including, without limitation, reasonable attorney's fees are covered by insurance.

B. Consultant shall obtain and keep in effect the following insurance coverage:

1. General Liability Insurance

Per Occurrence Limit: \$1,000,000

Aggregate Limit: \$2,000,000

3. Automobile Liability Insurance on Vehicles Owned by the Consultant.

C. All certificates of insurance shall provide that the insurance company shall give the Client thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy.

D. The above subparagraphs establish the minimum insurance requirements, and it is the sole responsibility of Consultant to purchase and maintain additional insurance that may be necessary in connection with this Agreement.

E. Consultant shall provide proof of insurance to the Client upon written request.

F. Nothing in this Agreement shall constitute a waiver by the Client of any statutory limits or exceptions on liability.

Severability.

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

14. Governing Law; Forum.

This Agreement shall be governed by and construed under the laws of the State of Minnesota, which shall be the forum for any lawsuits arising from or incident to this Agreement.

15. Paragraph Headings.

The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

16. Non-Waiver.

The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any substantial breach, either of the same provision or otherwise.

17. Assignment.

Neither party may assign the rights or obligations under this Agreement without the other party's prior written consent.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this 8<sup>th</sup> day of March 2023.

Aitkin County

Transformative Learning Institute, LLC

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Jessica Seibert  
\_\_\_\_\_  
(Printed Name)

William Brendel  
\_\_\_\_\_  
(Printed Name)

County Administrator  
\_\_\_\_\_  
(Title)

CEO & Principal Consultant  
\_\_\_\_\_  
(Title)

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Aitkin County

Transformative Learning Institute, LLC

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Jessica Seibert  
\_\_\_\_\_  
(Printed Name)

William Brendel  
\_\_\_\_\_  
(Printed Name)

County Administrator  
\_\_\_\_\_  
(Title)

CEO & Principal Consultant  
\_\_\_\_\_  
(Title)