



## Board of County Commissioners - Staff Report

**Meeting Date:** 06/01/2021

**Presenter:** Alyssa Watkins

**Submitting Dept:** Administration

**Subject:** Consideration of a Contract for Employee Engagement Consulting Services

**Statement / Purpose:**

To consider a contract for employee-engagement-related consulting services.

**Background / Description (Pros & Cons):**

On April 26, 2021, the Teton County Board of County Commissioners (BCC) released a Request for Qualifications (RFQ) through Public Purchase for a firm to provide consulting and facilitation services to support the BCC in goal setting and action planning work related to employee engagement. The selected consultant will guide the BCC in addressing the existing data, creating a plan of action, implementing the plan, and measuring outcomes.

The RFQ was open for two weeks and six firms responded. Responses were evaluated by the Administration staff (BCC Administrator Alyssa Watkins and Administrative Analyst Chris Clabuesch). Results are as follows:

<b><u>Firm Name</u></b>	<b><u>Ranking</u></b>	<b><u>Proposed Fee</u></b>
Activate Human Capital Group	1	\$12,400 + travel and expenses
CCI Consulting	2	\$34,003 + travel
Peak Facilitation Group	3	\$20,375 + travel
Sicora Consulting	4	\$45,000
Sheila Murphy, LLC	5	\$19,200
Attriniti Consulting	6	\$65,000 + reimbursables

Staff recommends Activate Human Capital Group as both the highest ranked and lowest cost respondent.

**Stakeholder Analysis & Involvement:**

Approval of this agreement will allow the BCC to continue meaningful employee engagement work with Teton County employees.

**Fiscal Impact:**

The fiscal impact of the contract as detailed in the Scope of Work is \$12,400 plus expenses and travel, which will be billed at cost. Funding is available in the Commissioners project account 10-4-001-901-000 and contingency.

**Staff Impact:**

If approved, staff will manage the agreement and facilitate engagement and logistics with the consultant.

**Legal Review:**

Gingery

**Staff Input / Recommendation:**

Staff recommends approval of the consulting agreement.

**Attachments:**

Consulting Agreement

Employee Engagement Scope of Work

***Service • Excellence • Collaboration • Accountability • Positivity • Innovation***



**Board of County Commissioners - Staff Report**

**Suggested Motion:**

I move to approve the Employee Engagement Consulting Agreement with Activate Human Capital Group in the amount of \$12,400, plus expenses and travel to be billed at cost.

# CONSULTING AGREEMENT

This agreement (the "Agreement") is made effective as of June 1, 2021 (the "Effective Date"), by and between Teton County, of PO Box 3594, Jackson WY 83001, and Activate Human Capital Group (ACTIVATE), of PO Box 410, Colusa CA 95932.

In this Agreement, the party who is contracting to receive services shall be referred to as "Teton County," and the party providing the services shall be referred to as "ACTIVATE."

ACTIVATE has a background in employee engagement, customer engagement, human capital development, talent management, and organization development, and is willing to provide such services (the "Services") to Teton County based on this background. Teton County desires to have Services provided by ACTIVATE.

Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** Beginning on June 1, 2021, ACTIVATE will provide the following Services, including, but not limited to: employee engagement, customer engagement, human capital development, talent management, and organization development for Teton County and Teton County employees.

Specific projects shall each be outlined in a separate Statement of Work (SOW), attached as "OPTION 1: Requested Approach - Employee Engagement Scope of Work," detailing project deliverables, timetables, and financial commitments. The terms of this contract shall apply to all projects for which a Statement of Work is mutually agreed upon.

- 2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked shall be determined solely by ACTIVATE. TETON COUNTY will rely on ACTIVATE to work as many hours as may be reasonably necessary to fulfill ACTIVATE's obligations under this Agreement.

The work will be completed satisfactorily, according to the evaluation of TETON COUNTY and will not be deemed completed until all contracted sessions have been satisfactorily completed.

- 3. TERM.** This Agreement is effective from the Effective Date until

February 28, 2022. Either party may terminate this Agreement in the event that either party materially breaches or fails to comply with any provision of this Agreement and such breach or failure is not cured within ten (10) days after written notice of such breach or failure. Notwithstanding the above, this Agreement may be terminated by either party upon 30 days written notice to the other party.

4. **PRICE:** TETON COUNTY will pay fees to ACTIVATE for Services outlined in a Statement of Work, which will be produced and mutually agreed upon for each individual project.
5. **PAYMENT FOR SERVICES.** Payments shall be made according to the schedule outlined in "OPTION 1: Requested Approach - Employee Engagement Scope of Work." Any amounts due under a Statement of Work Agreement not received by ACTIVATE within 30 days of the due date shall be subject to a service charge of two percent (2%) per month, or the maximum charge permitted by law, whichever is less.
6. **SUPPORT SERVICES.** TETON COUNTY will provide the following support services for the benefit of ACTIVATE:
  - Access to all forms, systems, internal resources and other necessary client-specific information to complete this project.
  - Resources to make decisions in a timely manner so that the project may proceed on schedule. (Delivering the project on time is dependent on timely client feedback and interaction.)
7. **RELATIONSHIP OF PARTIES.** The parties agree that ACTIVATE is an independent contractor with respect to TETON COUNTY, and is not an employee of TETON COUNTY. Nothing in this Agreement shall be construed to as creating an employer-employee relationship, as a guarantee of future employment, or as a limitation upon either party's right to terminate this Agreement in accordance with its terms. ACTIVATE further agrees to be responsible for all of ACTIVATE's federal and state taxes, withholding, social security, insurance, and other benefits and shall indemnify and hold harmless TETON COUNTY from any such claims. TETON COUNTY will not provide **any** fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit to the ACTIVATE.
8. **DISCLOSURE.** ACTIVATE is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of TETON COUNTY. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- A product or product line of TETON COUNTY
- Any activity that ACTIVATE may be involved with on behalf of TETON COUNTY

Notwithstanding the above statement regarding disclosure, during the Term of this Agreement, ACTIVATE is free to engage in other independent contracting activities, provided that ACTIVATE does not engage in any such activities which are inconsistent with or in conflict with any provisions of this Agreement, or that so occupy ACTIVATE's attention as to interfere with the proper and efficient performance of ACTIVATE's Services hereunder.

- 9. ASSIGNMENT, SUBCONTRACTORS AND EMPLOYEES.** ACTIVATE may assign this Agreement or subcontract or engage an employee to perform any of the Services required to be performed under this Agreement. ACTIVATE's assignee, subcontractor, and/or employees, if any, who perform Services for TETON COUNTY under this Agreement shall also be bound by the provisions of this Agreement. At the request of TETON COUNTY, ACTIVATE shall provide adequate evidence that such persons are ACTIVATE's assignee, subcontractor and/or employee.
- 10. INJURIES.** ACTIVATE acknowledges ACTIVATE's obligation to obtain appropriate insurance coverage for the benefit of ACTIVATE (and ACTIVATE's employees, if any). ACTIVATE waives any rights to recovery from TETON COUNTY for any injuries that ACTIVATE (and/or ACTIVATE's employees) may sustain while performing services under this Agreement and that are a result of the gross negligence of ACTIVATE or ACTIVATE's employees.
- 11. INTELLECTUAL PROPERTY.** Intellectual Property shall mean and include without limitation, all patents, formulae, inventions, processes, copyrights and copyrightable works, proprietary information, trademarks, trade names, ideas, concepts, know-how, techniques employed, discoveries, inventions and applications for patents. The following provisions shall apply with respect to Intellectual Property:
- a. *ACTIVATE's Intellectual Property.* ACTIVATE and its subcontractors personally hold an interest in the Intellectual Property that relates to: employee engagement, customer engagement, human capital management, talent management, organizational development, and any other services provided by ACTIVATE or its representatives.

b. *Development of Intellectual Property.* TETON COUNTY agrees that any improvements, modifications, and/or enhancements to Intellectual Property items listed in item a. above, further inventions or improvements, and any new items of Intellectual Property discovered or developed by ACTIVATE (or ACTIVATE's subcontractors, employees, if any) during the term of this Agreement shall be the sole and complete property of ACTIVATE, subject to TETON COUNTY's right to acquire such Intellectual Property on terms agreeable to ACTIVATE and TETON COUNTY. TETON COUNTY will not acquire shop rights or an interest in any way in such Intellectual Property by virtue of the development, experimentation, or adaptation for manufacture, sale, or use.

**12. CONFIDENTIALITY.** Both parties, ACTIVATE and TETON COUNTY, during the Term of this Agreement, shall have access to and become familiar with various trade secrets and confidential information of the other party including, but not limited to, business processes, software, processes, customer lists, invoices, customer requirements, sales procedures, research data, marketing and pricing information and data, marketing plans, financial information of both parties and/or their customers, and other technical, marketing and/or business information, including prices, costs, discounts, future plans, and product design information. This information collectively is "**Confidential Information**" of both parties and TETON COUNTY and ACTIVATE recognize and acknowledge that this Confidential Information gives both TETON COUNTY and ACTIVATE a competitive advantage in their respective industries. Both parties agree to not use in any way or disclose to any person or entity any of the other party's Confidential Information, either directly or indirectly, either during the Term of this Agreement or at any time thereafter, except as required in the course of performing obligations under this Agreement. Both parties shall further take reasonable precautions and act in such a manner as to ensure against unauthorized disclosure or use of the Confidential Information.

In consideration for the disclosure of the Confidential Information to each party, that party agrees that such party will not at any time or in any manner, either directly or indirectly, use any Confidential Information for the party's own benefit, or divulge, disclose, or communicate in any manner any Confidential Information to any third party without the prior written consent of the other party. Both parties will protect the Confidential Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

Confidential Information shall not include information which: (1) was rightfully in the possession of or known to a party without any obligation of confidentiality prior to receiving it from a disclosing party; (2) is, or subsequently becomes, legally available in the public domain without breach of this Agreement; (3) is rightfully obtained by a party from a source without any obligation of confidentiality; (4) is independently developed by or for a party without use of the other party's Confidential Information and such independent development can be shown by documentary evidence; and (5) is disclosed pursuant to a valid order issued by a court or other government agency, provided that the disclosing party provides the other party (a) prompt prior written notice of such obligation and (b) the opportunity to oppose such disclosure or obtain a protective order.

- 13. SURVIVAL.** Sections 11 and 12 shall survive termination and/or expiration of this Agreement.
- 14. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, return receipt requested, addressed as follows:

IF for ACTIVATE:

Melissa Ortiz  
CEO  
Activate Human Capital Group  
PO Box 410  
Colusa, CA 95932

IF for TETON COUNTY:

Alyssa Watkins  
BCC Administrator  
Teton County  
PO Box 3594  
Jackson, WY 83001

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

- 15. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- 16. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- 17. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall

continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**18. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**19. APPLICABLE LAW, JURISDICTION AND SERVICE OF PROCESS.** The laws of the State of Texas shall govern this Agreement. Service of process is effective worldwide and both parties agree to jurisdiction and venue in Bryan, Brazos County, Texas. In the event of litigation with respect to this Agreement, the prevailing party shall be entitled to recover court costs and attorney's fees.

**AGREED TO AND ACCEPTED ON DATES INDICATED BELOW**

Activate Human Capital Group, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Melissa Ortiz  
CEO

Client Company Name

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Natalia D. Macker  
Chairwoman, Teton County Board of County Commissioners

Client Company Attest

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Maureen E. Murphy  
Teton County Clerk

## OPTION 1: Requested Approach - Employee Engagement Scope of Work

Activate Human Capital Group pricing outline to guide the Teton County Commissioners in goal setting and action planning work related to employee engagement.

COMPONENT	INVESTMENT	SCOPE & ASSUMPTIONS
Analyze Existing Engagement Survey Results	\$1,500	<ul style="list-style-type: none"> <li>Stakeholder Discussions</li> <li>Evaluate existing data set as follows:                             <ul style="list-style-type: none"> <li>Organization level evaluation &amp; comparison to the Activate Database if sufficient alignment exists</li> <li>Department-level analysis</li> <li>Team-level analysis if the data allows</li> <li>Turnover vs Engagement Study if data is available</li> </ul> </li> <li><b>Timing:</b> to begin immediately upon award announcement - June 1st, 2020</li> </ul>
Initial Board Briefing	\$2,000	<ul style="list-style-type: none"> <li>Preparation and delivery of initial Board briefing of findings and recommend actions</li> <li>Facilitated discussion of how these engagement findings relate to Teton County Mission and Values as well as current initiatives, performance metrics, and turnover data</li> <li>Facilitated Goal Setting &amp; Action Planning related to findings</li> <li><b>Timing:</b> Proposed for the Regular meeting Scheduled for July 6<sup>th</sup> or a special meeting prior to July 31st</li> <li><b>Deliverable:</b> Implementation Guide &amp; Agreed Action Plan</li> </ul>
Ongoing Implementation Support	\$1,000 per month for 6 months	<ul style="list-style-type: none"> <li>Monthly implementation support in the form of one meeting per month with the BCC for 6 months following the provision of action plan and implementation guide</li> <li>Includes:                             <ul style="list-style-type: none"> <li>A 1:1 engagement coaching call/mo for a Teton County Manager of your choice prior to each implementation support meeting</li> <li>Prep, delivery, and follow-up activities/communications</li> </ul> </li> </ul>
Evaluation of Outcomes	\$2,900	<ul style="list-style-type: none"> <li><b>Timing:</b> Within 30 days of the 6<sup>th</sup> Implementation Support Meeting, Activate will evaluate the success of our combined efforts in the context of the goals we established at the outset</li> <li>Evaluation may include turnover data, performance data, safety data, customer satisfaction data, or any other relevant information supplied by Teton County</li> <li><b>Includes:</b> Summary, delivery, and follow-up recommendations</li> </ul>
<b>Total Investment</b>	<b>\$12,400</b>	<ul style="list-style-type: none"> <li>Payment schedule to be defined</li> <li>Does not include travel, printing, shipping, or other expenses</li> <li>Expenses &amp; travel billed at cost</li> </ul>