

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: October 28, 2020

Item for Formal Meeting?   
(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion   
(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda: Contract with Black Lives Matter Bloomington regarding Elected Officials Training  
*Include VENDOR's Name in title if appropriate*

*All Grants must complete the following*

Is this a grant request? Yes

New Grant to the County? Yes

Grant Type:

Reimbursement/Drawdown

Up Front Payment

County IS Pass Through

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

*Or other identifying number*

Pass Through Entity

**Amount Received**

Federal:

State:

Local Match:

Total Received:

**Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:**

Fund Name:

Fund Number

Amount:

**If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.**

Executive Summary:

Black Lives Matter Bloomington will conduct a one day training for Elected Officials.

Person Presenting: Jeff Cockerill

Department: Legal

Attorney who reviewed: Jeff Cockerill  
*County Legal Review required prior to submission of this form for all contracts*

Submitted by: Jeff Cockerill

Date: 10/23/2020

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: [afreeman@co.monroe.in.us](mailto:afreeman@co.monroe.in.us) AND to the Commissioner's

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)

# Black Lives Matter Bloomington

<p>June 23 2020 Updated 09-01-20</p> <p>Invoice No. X105</p>	<h2 style="margin: 0;">INVOICE Estimate</h2> <p style="margin: 0;">Prepared for City of Bloomington &amp; City Council • Project: <b>Moving Towards Anti-Racist Policy Training</b> Black Lives Matter B-town• 812-327-1427</p>
--	---

DESCRIPTION OF WORK	QTY/HRS	UNIT PRICE	SUB TOTAL
<p><b>Staff for 1 Day Training:</b> Workshop Facilitators:  <b>Amrita Chakrabarti Myers, Ph.D</b> -Ruth N. Halls Associate Professor of History &amp; Gender Studies at Indiana University, Ph.D from Rutgers Univ., Core Council Member BLM B-town  <b>Jacinda Townsend Gides, J.D.</b> -Rachel-Rivers Coffee Distinguished Professor in Creative Writing at Appalachian State University, J.D. Duke Univ, MFA Iowa Univ &amp; BA Harvard, Novelist, Core Council Member BLM B-town  <b>Michelle Moyd</b> -Ruth N. Halls Associate Professor, Department of History, Associate Director, Center for Research on Race and Ethnicity in Society (CRRES), Faculty Affiliate, African Studies Program. Ph. D in History from Cornell University, Author and Core Council Member BLM B-town  <b>Martin Law</b> -Associate Instructor Indiana University, MA form Indiana University, Musician, Core Council Member BLM B-town  <b>Lauren McCalister</b> -Food and Social Justice Activist, Yoga Teacher &amp; Community Health Educator, Current Masters of Public Health Student Core Council Member BLM B-town  <b>Rev. Jada Bee</b> -Social Justice Activist &amp; Public Speaker, Reverend in the Spiritual Humanist Church, Musician, Published Poet, Business Owner,Indiana University Grad, Core Council Member BLM B-town</p>	6 hrs	\$875/hr per 6 people for 6hrs	\$5,250
<p><b>Whyne Rasheed</b> -Social Justice Activist, Leader in Black Lives of UU movement, Indiana University Grad, Core Council Member BLM B-town our Workshop Facilitator</p>	6 hrs	\$83.333/hr	\$500
<p><b>Amy Makice, LCSW</b>- RCT Specialist, MA from Tulane University, Parent educator, Licensed Psychotherapist, BLM Btown's training processing specialist.</p>	2 hrs	\$125.00/hr	\$250
<p>Technology and Support Staff: <b>IF ONLINE</b> One additional staff member for streaming services.</p>	<b>6 hrs</b>	<b>\$41.666/hr</b>	<b>\$250</b>
<p style="text-align: right;"><b>GRAND TOTAL</b></p>			\$6,000
<p style="text-align: right;">If Online ADD</p>			\$250.00



Email [blacklivesmatterbtown@gmail.com](mailto:blacklivesmatterbtown@gmail.com) for payment information & address.

## ELECTED OFFICIALS TRAINING

Agreement made the \_\_\_\_ day of \_\_\_\_, 2020, between Black Lives Matter Bloomington (“Contractor”) and Board of Commissioners of Monroe County (“Board”). The Contractor and Board mutually agree as follows:

1. **Project.** The undersigned Contractor, shall provide a training to elected officials, as outlined in Exhibit A.
2. **Term.** The training is scheduled for January 30, 2021, the date may be changed by written agreement executed by both parties.
3. **Cost.** The total cost of the work shall not exceed \$6,250.
4. **Worker’s Compensation.** Contractor shall purchase and maintain a policy of Worker’s Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
5. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
6. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys’ fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board of its employees.
7. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

8. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor’s noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety,

State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:

- Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
- Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
- Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

9. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.

10. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.

11. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

**IN WITNESS WHEREOF,** Contractor and Board have executed this Agreement as dated below in two counterparts, each of which shall be deemed an original.

Black Lives Matter Bloomington  
"Contractor"

Board of Commissioners of Monroe County  
"Board"

\_\_\_\_\_

by

\_\_\_\_\_

Date \_\_\_\_\_

ATTEST: \_\_\_\_\_, 2020

\_\_\_\_\_

Catherine Smith, Auditor