



Tippecanoe County Government - Outward Mindset Training + Implementation

Quote created: December 5, 2022 Reference: 20221205-162644019

State of Indiana

100 North Senate Avenue
Indianapolis, IN 46204
United States

Rebecca Humphrey

rhumphrey@tippecanoe.in.gov
(765) 474-4616 ext. 2702

Comments

Hi, Rebecca

Thank you for considering partnering with ProAct Indy,

The insight you have shared has been helpful in crafting the perfect partnership proposal for you. Please see below for a proposed timeline for the implementation of this project.

January-February

- Youth Track: Identify up to 160 students from areas programs and schools (20-25 students from grades 6-12)
- Adult Track:
 - Arbinger's Outward Inclusion Kickoff Training (2-4 hours) with up to 50 participants.

- IDI Pre-Assessment Adminstered to adults-only

March

- Youth Track: ProAct will spend four full days in Lafayette facilitating youth focus groups with 20-25 in each group (60-minute sessions)
- Adult Track: ProAct will facilitate up to four 90-minute group IDI Assessment debrief sessions with no more than 15 participants in each group.

April

- Youth & Adult Tracks: ProAct will facilitate and host a full-day (8 hours) 'Community Connections' Summit with lunch served. Up to 200 attendees. Location TBD.

May

- Youth Track: ProAct will host a 2-hour Celebration Event that includes a feedback loop with key adult stakeholders to present the community action plan.
- Adult Track: ProAct will facilitate a 2-3 hour Summit Debrief to develop a comprehensive Community Action Plan incorporating youth voice.

June

- Adult Track: IDI Post-Assessment
 - *Optional: Individual Debrief Sessions*
 - *Optional: Begin Planning for Fall Youth Programs with ProAct*

Please review this proposal, and if there are any adjustments needed, let us know. We are eager and grateful for the opportunity to serve the youth and adult leaders in Tippecanoe County.

Derrin Slack - Founder & CEO ProAct Indy



Terms & Investment Levels

Challenge we heard from you	Deliverables / How we will solve this	Quantity	Unit Price	Total
We need help socializing an effective approach to discussing diversity, equity, inclusion, and belonging among our team members. We seek to create an inclusive leadership and professional development experience for key leaders, employees, and/or community members seeking human-centered skills to create and offer equitable solutions to social issues, community development, and the culture of our organization.	<p>Outward Inclusion Kickoff Training (Adult Leaders)</p> <p>Outward Inclusion offers the opportunity to create a safe space where everyone is invited into the conversation. This 2-4 hour workshop includes everything needed to not only implement but sustain inclusion practices organization-wide.</p> <p>Outward Inclusion calls people in rather than calling people out. Addressing mindset first encourages authentic conversations that get to the heart of the behaviors</p>	50	\$75.00	\$3,750.00 for 1 months

Challenge we heard from you	Deliverables / How we will solve this	Quantity	Unit Price	Total
	<p>you want to change and the organizational culture you want to create.</p> <p>Registration Includes Everything Needed to Create an Inclusive Organization: No barrier to entry, practical tools and resources, an implementation framework, and a participant workbook that includes all of our Outward Inclusion self-awareness and management tools.</p>			
<p>We seek to better understand where the individuals and groups within our organization need to focus on increasing their intercultural competence (from how they currently engage cultural differences to how they can more effectively engage diversity).</p>	<p>Intercultural Development Inventory (IDI Assessment) + Debrief</p> <p>The IDI® is the only theory-based assessment of intercultural competence. Unlike other tools that measure separate personal characteristics (e.g., openmindedness, flexibility), the IDI allows you to see an individual's or group's progression along a continuum of cross-cultural competence. Because of this, the IDI provides in-depth insights into how individuals and groups make sense of cultural differences and also how they respond to cultural differences. The IDI measures both one's mindset and skillset.</p> <p>We will administer this comprehensive, cross-cultural assessment of your team's intercultural competence in your organization to help inform and achieve diversity and inclusion goals and outcomes.</p> <p>An IDI Pre-Assessment will be administered no later than February 28th with up to four (4) Group Debrief Assessments with adult leaders. The IDI Post-Assessment will be administered no later than June 30th with a Group Report delivered to Rebecca Humphrey.</p>	<p>100</p>	<p>\$50.00</p>	<p>\$5,000.00 for 2 months</p>
<p>We seek to engage in the act of inclusion to better understand how our current DEIB initiatives (or lack</p>	<p>Data Collection (Summit Debrief Session with Adult Leaders)</p>	<p>50</p>	<p>\$75.00</p>	<p>\$3,750.00 for 1 months</p>

Challenge we heard from you	Deliverables / How we will solve this	Quantity	Unit Price	Total
thereof) affect our team, stakeholders, customers, community, vendors, etc., to make informed business decisions, ensure quality assurance, and build deeper, sustainable relationships to create a sense of belonging.	We will engage in the process of gathering and analyzing accurate data from various sources to find answers and solutions to current or potential problems, trends, and probabilities, to evaluate possible outcomes to inform an effective DEIB strategy for your organization.			
Seeking effective Youth Programs providing positive and equitable outcomes for vulnerable youth with an intergenerational approach to youth program development in your community.	<p>Youth Program Support</p> <p>ProAct will facilitate its evidence-based Kids in Action or Teens in Action service-learning program in partnership with your team to support cohort(s) consisting of 20-25 students per cohort. This includes four (4) 60-minute facilitated focus group workshops, a full-day (8-hour Youth Summit), and a two-hour celebration event to share a comprehensive Community Action Plan with youth - over 12 hours of contact time with each youth participant per cohort.</p>	1	\$15,000.00	\$15,000.00 for 6 months

One-time subtotal \$27,500.00
Total Investment \$27,500.00

Payment can't be made because the quote isn't fully signed.

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

<p>Rebecca Humphrey rhumphrey@tippecanoe.in.gov</p>	<p>Verify to sign</p>
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<p>Derrin Slack derrin@proactindy.org</p>	<p>Verify to sign</p>
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This quote expires on February 17, 2023

Purchase terms

By signing below, you signify that you have read and agree to our terms and conditions.

[Click here to read our Terms & Conditions.](#)

Questions? Contact me



Derrin Slack

Founder & CEO

derrin@proactindy.org

ProAct Indy

3039 North Post Road, Suite 1370

Indianapolis, IN 46226

United States



Terms and Conditions

This proposal and quote for services are made on the date of the quote's acceptance by you as our PARTNER and between ProAct Community Partnerships, Inc. dba ProAct Indy (AGENCY) to collaborate in a mutually beneficial partnership arrangement.

PARTNER agrees to pay AGENCY the quoted price for all of the aforementioned services listed in the quote.

The parties hereby bind themselves to undertake the following terms and conditions:

TERM. The term of this Agreement shall last from the signing/acceptance of this document to the execution of the services provided in this quote and 60 days thereafter unless terminated sooner in accordance with the terms of this Agreement (the "Term") and with the understanding that fee considerations are paid in full.

GOALS AND OBJECTIVES. PARTNER, in working with AGENCY, seeks to provide services of training facilitation, consulting, and/or coaching to its team of employees to empower its team members to see themselves and others in positive, unprecedented ways. The Parties hope they can continue to build upon a relationship that has a greater impact on each party's staff and community members.

RELATION OF THE PARTIES. The nature of the relationship between PARTNER and AGENCY is that of partners within a working relationship.

WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed before, during, or after the course of work under this proposal will remain the exclusive property of the party who created the work or idea. Upon request, the other party to this agreement will execute all documents necessary to confirm or perfect the exclusive ownership of the party who created the work or idea to the Work Product.

TERMINATION. Either party may terminate its performance of related obligations under this proposal if the other party fails to rectify a material breach under a portion of this proposal within thirty (30) days of receipt by the breaching party of written notice of such breach from the non-breaching party. In such a case, the non-breaching Party shall be entitled, without further notice, to cancel that Party's involvement pursuant to the agreement, without prejudice to any claim for damages, breach of contract, or otherwise. The parties agree that the failure or termination of any portion of the relevant provision of this proposal will not be a basis for terminating other severable obligations or provisions of this proposal unless the failure or breach is such that the entire proposal loses substantially all of its value to the non-breaching party.

FORCE MAJEURE. If the performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the



extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

INDEMNIFICATION. Each party agrees to indemnify and hold harmless the other party and its employees, members, land-lord, successors, and assigns, from any claims, liabilities, losses, damages, and expenses asserted against the other party and arising out of the indemnifying party's negligence, willful misconduct, and negligent performance of, or failure to perform, any of its duties or obligations under this Agreement. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to another person or entity.

CONFIDENTIAL INFORMATION AND NON-DISCLOSURE. The term "Confidential Information" includes, but is not limited to, proprietary information owned by PARTNER and AGENCY and released amongst the Parties with the headings or markings of the words 'Confidential' or similar terms relating directly or indirectly to business processes, technical data, trade secrets, know-how, advice, consultations, client lists, client instructions, assets, business operations, specifications, designs, plans, drawings, hardware, software, data, prototypes or other business and technical information belonging to any client of either PARTNER or AGENCY, operational methods, economic and business analyses, models, strategies, and projections, promotion methods, trade show information, and contacts, and other information relating to the business of the Parties and any and all other concepts, as such Confidential Information, pertains personally to principals or other information that has independent economic or personal value. The Parties agree that they shall have the obligation to:

- a) hold the Confidential Information in the strictest of confidence;
- b) not use the Confidential Information for any personal gain or detrimentally to the other Party;
- c) take all steps necessary to protect the Confidential Information from disclosure and to implement internal procedures to guard against such disclosure;
- d) not disclose the fact that the Confidential Information has been made available or that discussions and negotiations are taking place or have taken place or any of its terms, conditions, or other facts with respect to the transaction; and
- e) not disclose or make available all or any part of the Confidential Information to any person, firm, corporation, association, or any other entity for any reason or purpose whatsoever, directly or indirectly, unless and until such Confidential Information becomes publicly available other than as a consequence of a breach by any of the Parties and their confidentiality obligations hereunder. This Section shall survive and continue after any expiration or



termination of this Agreement and shall bind the Parties, its employees, agents, representatives, successors, heirs, and assigns.

EXCEPTIONS TO CONFIDENTIAL INFORMATION. The Parties shall not be restricted from disclosing or using Confidential Information that:

- a) was freely available in the public domain at the time it was communicated between the Parties;
- b) subsequently came to the public domain through no fault of the Parties;
- c) is in either PARTNER's or AGENCY's possession free of any obligation of confidence at the time it was communicated;
- d) is independently developed by either PARTNER or AGENCY or its representatives without reference to any information communicated to or by the Parties;
- e) is provided by either PARTNER or AGENCY in response to a valid order by a court or other governmental body, as otherwise required by law; or
- f) is approved for release by written authorization of an officer or representative of PARTNER or AGENCY;

USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION. The Parties shall only use the Confidential Information as directed and not for its own purposes or the purposes of any other party. PARTNER or AGENCY shall disclose the Confidential Information received under this Agreement to persons within their organization only if such persons are on a "need to know" basis. This Section shall survive and continue after any expiration or termination of this Agreement and shall bind the Parties, including but not limited to, their employees, agents, representatives, successors, heirs and assigns. In the event that any of the Parties receive a request or is required (by deposition, interrogatory, subpoena, civil investigative demand, or similar process) to disclose all or any part of the Confidential Information, the Parties agree, if legally permissible, to (a) promptly notify the other Party of the existence, terms, and circumstances surrounding such request or requirement, (b) consult with the other Party on the advisability of taking legally available steps to resist or narrow such request or requirement and (c) assist the other Party in seeking a protective order or another appropriate remedy; provided, however, that the disclosing Party shall not be required to take any action in violation of applicable laws.

RETURN OF CONFIDENTIAL INFORMATION. Upon request from any of the Parties or upon the termination of negotiations and evaluations, both Parties will promptly deliver to each other all originals and copies of all documents, records, software programs, media, equipment, files, personal property, and other materials containing any Confidential Information. PARTNER or AGENCY shall not be permitted to make, retain, or distribute copies of any Confidential Information and shall not create any other documents, records, or materials in any form whatsoever that includes the Confidential Information.



ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.

AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of Indiana.

BY ACCEPTING THIS QUOTE, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THESE TERMS AND AGREE TO ACCEPT THE RESPONSIBILITIES DESCRIBED IN THIS DOCUMENT.

**TIPPECANOE COUNTY, INDIANA
ADDITIONAL TERMS AND CONDITIONS**

The attached and forgoing Training and Implementation agreement between **The Board of Commissioners of Tippecanoe County** (County) and **ProAct Community Partnerships, Inc. d/b/a ProAct Indy** (Contractor) is amended to incorporate by reference the following terms and conditions. Any provisions in the attached agreement which may be inconsistent with the following provisions shall be ineffective to the extent of any such inconsistency.

Partnership - Notwithstanding the use of the term “partner” in the Agreement, the parties do not wish to create a legal partnership or joint venture. Rather, the parties will remain independent legal entities responsible for their own acts or omissions and that of their employees, officers, and agents.

Access to Public Records Act - Notwithstanding the provisions in the Agreement with respect to Confidential Information, the parties recognize that County is subject to Indiana’s Access to Public Records Act (“APRA”) (IC 5-22-3) and is unable to modify its obligations under APRA by contract or otherwise. County shall be bound by the confidentiality and non-disclosure provisions of the Agreement to the extent that they are not contrary to the requirements of APRA.

Non-Discrimination – Pursuant to IC 22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin or ancestry. Breach of the covenant may be regarded as a material breach of this Agreement.

E-Verify Employment Eligibility Verification - In accordance with IC 22-5-1.7, if Contractor has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, **Contractor** shall enroll in and verify the work eligibility status for all of Contractor’s newly hired employees through the E-Verify program. Contractor shall not knowingly employ an unauthorized alien, nor shall Contractor retain an employee that **Contractor** subsequently learns is an unauthorized alien. The undersigned, on behalf of Contractor, hereby certifies that Contractor does not knowingly employ any unauthorized aliens at the time of execution of this contract.

Anti-Nepotism Requirements - Contractor hereby certifies either: a) Contractor is not a relative of an elected official (as defined by IC 36-1-21) of Tippecanoe County and is not a business that is wholly or partially owned by a relative of an elected official of Tippecanoe County; or b) the requirements set forth in IC 36-1-21-5(b) have been satisfied.

Severability - Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to

the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

ACCEPTED:

ACCEPTED:

TIPPECANOE COUNTY
20 N. 3rd St.
Lafayette, IN 47901

PROACT COMMUNITY PARTNERSHIPS, INC.
3039 North Post Road, Ste 1370
Indianapolis, IN 46226

By: _____

By: Derrin Slack

Title: _____

Title: _____

Date: _____

Date: _____