ARLINGTON COUNTY, VIRGINIA OFFICE OF THE PURCHASING AGENT 2100 CLARENDON BOULEVARD, SUITE 500 ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AMENDMENT

TO: Reigning Champs Football LLC

1333 N Kingsbury St., 4th Floor

Chicago, Il 60642

DATE ISSUED:

CONTRACT TITLE:

July 22, 2020 20-850-SS

CONTRACT NO:

NFL Flag Football Apparel &

Equipment

AMENDMENT NO:

1

THIS IS A NOTICE OF A CONTRACT AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 20-850-SS including any attachments or amendments thereto.

EFFECTIVE DATE: July 22, 2021

EXPIRES: July 21, 2022

RENEWALS: Two (2) Renewals Remaining COMMODITY CODE(S): 80523, 80548,

LIVING WAGE: N

ATTACHMENTS:

Amendment No. 1

<u>Contract Pricing:</u> The equipment package fee is \$25 per player. The estimated quantity is 1,600 players, but the County may adjust this quantity at its sole discretion.

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Izell Reese VENDOR TEL. NO.: (773) 569-3078

EMAIL ADDRESS: info@nflflag2020.com

<u>COUNTY CONTACT:</u> Greg Anselene, DPR – AFS COUNTY TEL. NO.: (703) 228-1803

<u>COUNTY CONTACT EMAIL</u>: <u>ganselene@arlingtonva.us</u>

ARLINGTON COUNTY, VIRGINIA AGREEMENT NO. 20-850-SS AMENDMENT NUMBER 1

This Amendment Number 1 is made on July 22,2021, and amends Agreement Number 20-850-SS ("Main Agreement") dated July 22, 2020, between Reigning Champs Football LLC ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the Contract Terms and Conditions called for under the Main Agreement as follows:

1. CONTRACT RENEWAL: Pursuant to Clause 5 of the original agreement, the contract is hereby renewed for its first subsequent contract term for an additional 12-month period from July 22, 2021 to July 21, 2022.

2. <u>Clause 19</u> is hereby deleted in its entirety and replaced with:

19. All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

3. Clause 29 is hereby deleted in its entirety and replaced with:

29. The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

4. Incorporation of Sexual Harassment Policy: Clause number 34. Sexual Harassment Policy is hereby incorporated into the Contract Terms and Conditions as follows:

34. If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment WITNESS these signatures:

training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook

All other terms and conditions of the Main Agreement remain in effect.

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA	REIGNING CHAMPS FOOTBALL LLC
AUTHORIZED Docusigned by: SIGNATURE: Jomeka Price 5950D4E0ACC0472	AUTHORIZED DocuSigned by: SIGNATURE: B5F16299E31F45B
NAME: TOMEKA D. PRICE TITLE: PROCUREMENT OFFICER	NAME: Title: President & CEO
DATE: 7/1/2021	DATE: 7/1/2021