

## **ARLINGTON COUNTY, VIRGINIA**

### **AGREEMENT # 21-CMO-SFA-321**

**THIS AGREEMENT** ("Agreement") is made on September X, 2020 by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and, CHALLENGING RACISM, a Commonwealth of VA Corporation authorized to do business in the Commonwealth of Virginia, with a principal place of business located at 500 S Abington Street, Arlington, VA 22204 ("Contractor").

1. The Contractor agrees to Partner with Arlington County senior leadership to support the implementation of the Race and Equity Project (DRE) and the timeline in Exhibit A.
2. The Contractor agrees to provide services in three (3) program areas, consisting of (i) Sampling of Attitudes and Perspectives; (ii) Introducing DRE to Arlington: A Series of Public Conversations; and (iii) supporting Community Leaders to Facilitate DRE: Basic Facilitator Training and Discussion Guide for Select Topics, according to the activities and the timeline in Exhibit A.
3. The Contractor agrees to support and facilitate Holding Conversations about DRE in our Neighborhoods: A Toolkit according to the timeline in Exhibit A.
4. The County will have no obligation to the Contractor if no goods or services are required.
5. The Contractor's provision of these goods or services is subject to review and approval by the County's Project Officer.
6. The Contractor shall provide the goods or services covered by the Contract beginning on September 2, 2020 through January 8, 2021. The Agreement may renew for one additional one-year period at the agreement of the parties.
7. The County will pay the Contractor, for services or goods that the Project Officer accepts, up to the Not to Exceed amount of \$83,000.00. Each invoice must certify that the task and deliverable is complete, and the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor net 45 days from receipt of an invoice that the Project Officer approves for payment. No payments shall be made before a task is complete and the deliverable is accepted and approved by the County's Project Officer of this Agreement.
8. The Contractor is an independent contractor, and the County will not withhold from the Contractor's compensation any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax or any other amounts for benefits to the

Contractor or its agents or employees.

9. The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Agreement:
  - a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or
  - b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to any subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in section b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained in this Agreement with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. The County may terminate this Agreement by 30 days' written notice whenever the Purchasing Agent determines that termination is in the County's best interest. The Contractor will be entitled to receive compensation for all goods or services that the County accepted before the termination notice.
11. The County may terminate this Agreement by 48 hours' written notice if the Contractor fails to provide satisfactory goods or services, in the determination of the Project Officer. The notice will be effective upon receipt by the Contractor or three days after the County mails the notice, whichever is sooner. The Contractor will be entitled to receive compensation only for goods or services that the County accepted before the County mailed the notice. The Contractor will be liable to the County for all costs that the County incurs after the termination takes effect to complete the Work covered by the Contract, including delay costs and costs to repair or replace any unsatisfactory work. The County may deduct these costs from any amount that it owes the

Contractor or require that the Contractor pay the costs on demand.

12. Time is of the essence and the Contractor agrees that failure to provide timely service will render this Agreement null and void.

13. The Contractor must provide a certificate of proof of the insurance coverages before the start of work:

- Workers Compensation-Standard Virginia Workers Compensation Policy.
- Commercial General Liability (CGL)- \$500,000 combined single limit with \$1,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. "The County Board of Arlington County, Virginia, and its officers, employees and agents" must be additional named insureds on the CGL policy.
- Automobile Bodily Injury and Property Damage Liability - \$500,000 Combined Single Limit (Owned, non-owned, or hired, as applicable).
- Additional Insured – The county and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.

14. The Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or on any other basis prohibited by Virginia or federal law and must post in this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
- b. The Contractor must state that it is an Equal Opportunity Employer in all solicitations or advertisements for employees that it places or causes to be placed.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall meet the requirements of this section.
- d. The Contractor must include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.

15. The Contractor must comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in publicly- and privately-provided services and activities.
16. The Contractor must (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.
17. The Contractor acknowledges that it does not, and will not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
18. This Agreement is governed by the Arlington County Purchasing Resolution, which is incorporated by reference. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is thirty (30) days.
19. This Agreement is not effective until the County issues a valid County Purchase Order covering the amount of the Agreement.
20. 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.
21. This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and

that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

22. No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.
23. The County does not discriminate against faith-based organizations.
24. The Contractor must comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses as applicable.
25. The Contractor must remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.
26. This Agreement is governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction and venue for any litigation is in the Circuit Court for Arlington County, Virginia, and in no other court.
27. The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.
28. Notices will be effective when made in writing and either (a) delivered in person, (b) delivered to an overnight delivery service or (c) deposited in the United States mail, certified or registered. Notices should be addressed as follows:

**TO THE CONTRACTOR:**

Alicia Jones McLeod, Executive Director  
500 S Abingdon Street  
Arlington, VA 22204

**TO THE COUNTY:**

Samia Byrd, Deputy County Manager  
Arlington County Manager's Office  
2100 Clarendon Blvd, Suite 302  
Arlington, VA 22201

AND

Sharon T. Lewis, Purchasing Division Chief  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500A  
Arlington, Virginia 22201

29. The Contractor must retain all books, records and other documents related to this Contract for at least five years 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, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.
30. The Contractor shall not assign or transfer this Agreement, or any of its rights or interests, without the County's prior written consent.
31. This Agreement may be modified only by written amendment.
32. All remedies available to the County under this Agreement are cumulative, and no remedy is exclusive of any other that is available to the County at law or in equity.
33. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable; and if any part is held to be invalid, the rest of the Agreement will remain in effect.

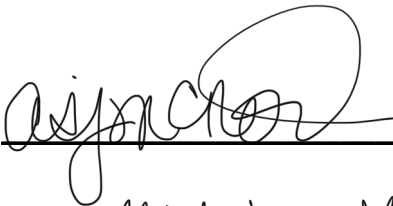
Signature page to follow

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

CHALLENGING RACISM

SIGNED: Sharon Lewis

SIGNED: 

SHARON T. LEWIS

PRINTED NAME: Alicia Jones McLeod

PURCHASING DIVISION CHIEF

PRINTED TITLE: Executive Director

DATE: 09/15/2020

DATE: Sept 10, 2020

## EXHIBIT A

### Scope of Services

From September to January 2021, Challenging Racism would implement the following activities:

#### **#1. Sampling of Attitudes and Perspectives**

- Objective: Outreach to residents via respected community organizations to solicit sampling of attitudes and perspectives on race and equity in Arlington
- Scope: Design, execution and consolidation of an informal sampling conducted online via select local community organizations and neighborhoods. Questionnaire will gather information on attitudes about race and equity and ideas/suggestions to improve race and equity issues in Arlington County.
  - Translation of forms into Spanish, Mongolian and Arabic for distribution
  - SurveyMonkey platform utilization with QR code access at various sites in Arlington County (including food distributions sites, neighborhoods, churches, etc.)
- Target: 1000 Responses
  - A minimum of 20% of responses received will be from underserved and underrepresented communities in Arlington County
  - Direct outreach to Ethiopian community and Mongolian community leaders and groups for support to distribute
- Dates: August / September 2020
- Cost: \$9,000
- Deliverable: Compilation of informal online sampling of 1,000 Arlingtonians.

#### **#2. Introducing DRE in Arlington: A Series of Public Conversations**

- Objective: Host a series of professionally facilitated experiences where community members would be introduced to critical topics of race and be engaged and challenged to think about racism and racial equity in a new way.
- Scope: Series of Challenging Racism facilitated public sessions
- Number of Sessions: 6
- Number of Participants: 48 per session, open to the Public, managed by Challenging Racism
- Facilitators: Four CR-trained facilitators
- Format: Virtual, online platform hosted by Challenging Racism
- Length of each session: 2.5 hours
- Dates: September through December 2020 (e.g. 2 Sept, 2 Oct, 1 Nov, 1 Dec)
- Topic Selection: To be determined



- Participant Questionnaire: Post-session participant feedback to provide insight on discussion effectiveness and gauge attitudes on race and equity in Arlington and participant suggestions/guidance for improvement on race and equity issues in Arlington
- Cost: For up to 48 participants \$4,000 for 1<sup>st</sup> session; \$3,500 for each additional session
- Cost for Recruitment and Management: \$1,500
- Deliverable: 15 hours of training over 6 sessions for a maximum 288 public Arlington participants. Includes compilation of questionnaire responses.

### **#3. Supporting Community Leaders to Facilitate DRE: Basic Facilitator Training and Discussion Guide for Select Topics**

- Objective: Host a series of professionally facilitated trainings for invited community leaders to introduce key points on how to facilitate conversations about race and racial equity, *focus on safely inviting diverse perspectives and limiting harm*. Includes development of a Discussion Guide leaders can use to host topic-focused sessions that foster understanding and connection within their organizations.
- Scope: Series of Challenging Racism: *Learn to Lead Highlights*<sup>1</sup>
- Number of Sessions: 4
- Number of Participants: Up-to-24 per session, leaders of Arlington community organizations and associations, by invitation managed by Challenging Racism
- Facilitators: 2-3 CR-trained facilitators
- Format: Virtual, hosted by Challenging Racism (on Microsoft Teams or other platform agreed on by Challenging Racism and County personnel)
- Length of each session: 3.0 hours
- Dates: September, October, November, and December 2020
- Participant Questionnaire: Post-session participant questionnaire to measure discussion effectiveness and gauge attitudes on race and equity in Arlington.
- Cost for *Learn to Lead Highlights*: \$5,000 per session
- Cost for *Learn to Lead* curriculum adaptation: \$8,500
- Cost for 90-minute Discussion Guide: \$4,000
- Cost for Recruitment and Management: \$2,500
- Deliverable(s): 12 hours of training over 4 sessions for a maximum 96 invited community leaders. 90-minute Discussion Guide on selected race and equity topic. Includes translation and compilation of participant responses. All materials to be translated into Spanish, Mongolian and Arabic for distribution.

### **#3. Holding Conversations about DRE in our Neighborhoods: A Toolkit**

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<sup>1</sup> *Learn to Lead Highlights* is a custom designed 3-hour version of our 5-day / 40 Hour intensive facilitator training, *Learn to Lead*.

- Objective: Develop a downloadable toolkit that could be used by individuals to host conversations about race and racial equity that foster understanding and connection in Arlington neighborhoods.
- Scope: Toolkit would include 3 key components:
  1. Facilitator's Guide: Suggestions and guidelines on how to create a safe space for conversations about race.
  2. Curriculum Guide: Workbook with steps and activities to guide 90-minute community conversations that focus on finding connection and fosters connection.
  3. Questionnaire: Post-session participant questionnaire to provide insight on discussion effectiveness and gauge attitudes on race and equity in Arlington and participant suggestions/guidance for improvement on race and equity issues in Arlington.
- Format: PDF for download and distribution
- Dates: By November 2020
- Cost for Facilitator's Guide: \$5,000
- Cost for Curriculum Guide: \$5,000
- Cost for design and follow up to obtain Feedback Responses: \$1,500
- Deliverable: Downloadable "DRE in our Neighborhoods" toolkit with 3 components -- facilitators guide, curriculum guide, and feedback insights. All materials to be translated into Spanish, Mongolian and Arabic for distribution. Limited copies of the materials can be printed for distribution and mailed for participants with limited internet access.

#### **#4. Final Report Results – Where do we go next?**

- Objective: Report outlining summation of all questionnaires into final report of participants' perception on race and equity in the county and suggestions to improve current perception on race and equity.
- Scope: Final report delivered to county in wrap up meeting including:
  - All participant responses from initial 1,000 sampling gauging race and equity perception in Arlington County.
  - Participant responses from trainings and community conversations gauging race and equity perception and suggestions for improvement in Arlington County.
  - Translation of any results received in Mongolian, Spanish, or Arabic for inclusion of responses in the report
- Format: PDF & PowerPoint slide deck presentation
- Dates: By January 2021
- Cost for Report Guide: \$4,500
- Deliverable: Final Report Results document in .pdf with slide deck to be presented at final meeting with Arlington County and Challenging Racism.

#### **Outcomes**

The 5-month program would aim to provide:

- Perspective on our Arlington community and its current awareness and struggles with racial equity.

- Initial opportunities for community connection based on our shared local context, stories and experiences
- Development of basic skills for select Arlington community leaders to hold guided conversations about race and racism
- Simple discussion tools and guidelines to foster respectful environments that promote productive exchanges and connections for its diverse community.
- A path to begin fostering a sense of inclusion and understanding between members of the community.
- Final Report detailing participant responses from participants and suggestions for improving race and equity issues in Arlington.

The scope outlined above opens the doors to community engagement and sets the stage for deeper more complex conversations about racial equity in 2021. *Challenging Racism* welcomes the opportunity to provide follow-on facilitation and training support to the Country as the DRE Project progresses and expands to tackle more intricate racial equity issues.

### Pricing Structure

	Sept	Oct	Nov	Dec	Jan	Cost	#	Total
1. Community Sampling Outreach & Data Collection	1,000 Responses					\$9,000	1	\$9,000
2. DRE in Arlington – Public Conversations		48 Attendees	96 Attendees	96 Attendees	48 Attendees	\$4,000 per initial session \$3,500 each additional \$1,500 Recruitment	1 5 1	\$23,000
2. Introductory Learning to Lead & Discussion Guide		24 Community Leaders	24 Community Leaders	24 Community Leaders	24 Community Leaders	\$5,000 per session \$8,500 curriculum adapt \$4,000 Discussion Guide \$2,500 Recruitment	4 1 1 1	\$35,000
3. Neighborhood Discussion Toolkit				50 distributed	50 distributed	\$11,500	1	\$11,500
4. Final Report						\$4,500	1	\$4,500