

PROFESSIONAL SERVICE CONTRACT
Debra J. Jarvis Associates LLC. (V# 7221)

AGREEMENT is made this 8th day of August 2022, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and Debra Jarvis located at 15707 Travis St., Overland Park, Kansas 66223 ("Consultant").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Consultant will provide the following services:

a. Intercultural Development Inventory (IDI) Assessment of Executive Team of 25 Individuals: \$4,710 (+ travel expenses in 3d below)

Price Includes:

- \$750 that IDI charges for 25 individual assessments (\$30 each)
- One 2-hour on-site orientation session (the day following 3b. session below).
- One 2-hour results session via Zoom,
- Up to 25 individual Zoom debrief sessions (approximately 45 minutes each),
- One IDI Group Profile Report for Executive Team
- Up to 25 individual IDI profile reports with development plans will be delivered via email to each participating Executive Team member and will not be provided to WCSO.
- Administrative/preparation time

Note: the IDI results session via Zoom and the individual reports and debriefs will occur after the 3-day site visit. Individuals are required to schedule and attend their virtual debrief to receive their individual results.

b. "The Courage to Lead" 8-hour professional development session course:

\$895 (+ travel expenses in 3d below)

Price Includes:

- Course content: leadership models about vulnerability and adaptive leadership; self-awareness learning around personal core values and how they impact alignment with organizational values; and tips on inspiring personnel to lead culture transformation.
- Course preparation of 1-day on-site ride-along and/or tours/meetings with WCSO divisions and WCSO executive team members. This should be the day prior the professional development session.
- Administration/preparation time

c. Follow-up IDI development plan virtual follow-up coaching sessions:

Up to \$750

Coaching sessions for individuals in 30-minute sessions at \$50 per session to be invoiced separately from 3a and 3b above (15 sessions = \$750).

d. Travel expenses, in addition to the fee of \$5,605 (\$4,710+\$895) for services, travel expenses will be reimbursed at the estimated amount of \$1,750 for the 3-day site visit in 3a and 3b above. Travel expenses to include reimbursement for airfare, rental car - excluding insurance (if needed), lodging for 3 nights, and meals.

ARTICLE II – COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an amount not to exceed Six Thousand Five Hundred Dollars (**\$6500**) (see above *Scope of Services for breakdown*). The Sheriff's Office agrees to reimburse for airfare, rental car, lodging, and meals as needed up to Two Thousand Dollars (\$2,000.00); any expenses prepaid by the Sheriff's Office will be deducted from this figure.

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant is to report to the Sheriff and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Consultant must be dated and bear the Consultant's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Consultant's activities during the term of this contract.

Section 5 - When applicable, the Consultant will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Consultant, the County may review any of the Consultant's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on the date of this agreement and ends on August 7, 2023, with an option to extend for two (2) additional one (1) year periods.

ARTICLE V- PERSONNEL

Section 1 - The Consultant will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Consultant will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE VII - INDEMNIFICATION AGREEMENT

The Consultant will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Consultant's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Consultant, any sub-Consultant, or any employee, agent or representative of the Consultant or any sub-Consultant.

ARTICLE VIII- INSURANCE REQUIREMENTS

The Consultant will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.
4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract. The additional insured provision does not apply to contracts with Architects, Architectural firms, Engineers or Engineering firms.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Consultant shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Consultant and their inadequate insurance coverage. Consultant shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Consultant until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Consultant expires or is canceled during the term of the contract, services and related payments will be suspended. Consultant shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: Washtenaw County Sheriff's Office Attn: Business Office 2201 Hogback Rd., Ann Arbor MI 48105 **AND Contract # 54041** and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Consultant will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X - INTEREST OF CONSULTANT AND COUNTY

The Consultant promises that it has no interest which would conflict with the performance of services required by this contract. The Consultant also promises that, in

the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI - CONTINGENT FEES

The Consultant promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Consultant.

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Consultant will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Consultant agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Consultant, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XIII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$14.82 per hour with benefits or \$16.52 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2023 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Consultant, their successors and assigns. Neither the County nor the Consultant will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XV - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVI - EQUAL ACCESS

The Consultant shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVII - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All Documents developed as a result of this contract will be freely available to the public, with the exception of individual assessment results that are confidential between the contractor and the individual assessed. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVIII - PAYROLL TAXES

The Consultant is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XIX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XX - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Consultant, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXI - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXIII – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:
By: Lawrence Kestenbaum 08/08/2022
Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY
By: Gregory Dill 08/04/2022
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:
By: Jerry Clayton (DATE)
Jerry Clayton

CONTRACTOR
BY: Debra Jarvis 7-14-2022
Debra Jarvis (DATE)

APPROVED AS TO FORM:
By: Michelle K. Billard 08/04/2022
Michelle K. Billard (DATE)
Office of Corporation Counsel

PRICING CR 54041

Visioning Values

Debra J. Jarvis Associates, LLC Consulting & Training Services
Working to build bridges of understanding in our city, state, country and world.

15707 Travis St, Overland Park, KS 66223 317-213-0102 debraj@visioningvalues.com

PROPOSAL

Date: April 24, 2022

For: Washtenaw County Sheriff's Office
2201 Hogback Rd
Ann Arbor, MI 48105

Contact: Dr. Kimberly Jones, Director of Innovative Inclusion
joneski@washtenaw.org, 734-545-5803

Dr. Jones,

Thank-you for the opportunity to submit my proposal for Intercultural Development Inventory (IDI) assessments and related services for Washtenaw County Sheriff's Office (WCSO). The IDI is a statistically reliable, cross-culturally valid measure of intercultural competence for group and individual profiles. It is most useful in assisting individuals with self-awareness of their intercultural growth opportunities, as well as providing individual development plans to increase their intercultural competence. When assessing groups within the organization, it also provides a baseline metric for pre and post assessments for measuring progress over time in WCSO. Professional growth in cultural competence is crucial to the success of creating a workplace culture where everyone is welcome, included and valued, as well as providing equitable, effective services to the citizens served by WCSO.

I recommend initiating assessments with the Senior Executive Team first. Once they have begun to work on their individual plans and communicate their learning experiences within their group, then assessments could also be given to the next level of leadership – typically middle management. Eventually assessing front-line workers could then be done. Written

group results reports are provided for each group in pdf computer file format. Hard copy results are available for additional cost.

Prior to conducting the assessments, I would provide an orientation session of 1-2 hours to each group to explain the assessment process, as well as the different levels of intercultural development and how that impacts organizations and the people they serve. Another goal of the orientation session is to build trust and assure each group that their individual assessment results are confidential. While the group profile results will be known to everyone, each person's individual results will remain private and will not be disclosed to WCSO. Each person will receive a secure weblink via email to complete the IDI assessment on the IDI secure server website. Once everyone has completed the assessment, I will provide a follow-up 1-2 hour session to deliver the group results and next steps. At that session, I will provide a sign-up schedule for individuals to schedule their one-on-one 30-45 minute debrief session with me or another Qualified Administrator. These debriefs are required for personnel to receive their individual results.

Once individuals begin working on their individual intercultural development plans, I recommend providing a regular monthly agenda item at your leadership team meetings for sharing what they are learning. It helps to normalize conversations about their experiences regarding learning what they didn't know that they didn't know. I can facilitate some of these conversations as needed.

I have included a variety of consulting service options on page 3 of this proposal. Generally speaking, my fees are \$95/hour in-town and \$125/hour plus travel expenses for out-of-town presentations and meeting preparation. I typically estimate the hours and provide a base package price for the IDIs and associated sessions per group. I have also included my bio on page 4. Additional services and pricing are available as needed. I look forward to talking with you and working through any modifications needed to meet WCSO's needs.

In Gratitude, *Debra J. Jarvis*

Consulting Pricing for IDI Related Services

Executive Team of 25 Individuals: \$4,710 + travel expenses:

This price includes the following:

- \$750 that IDI charges me for 25 individual assessments at \$30 each
- One 2-hour on-site orientation session,
- One 2-hour results session via Zoom,
- 25 individual 45-minute Zoom debrief sessions,
- Administrative/preparation time

Travel expenses in addition to \$4,710 and are estimated to be about \$1,600 including airfare, rental car, lodging, and meals (based on 2 nights lodging).

Follow-up Coaching Calls \$50 Each

Follow-up IDI development plan virtual coaching sessions for individuals is available in 30-minute sessions at \$50 per session. My recommendation is that we plan 10 to 15 sessions (\$500 to \$750 as needed).

Next Level Leadership

To save on travel expenses, these three groups could be one with one travel trip.

Police Services: \$4,140 + travel expenses (based on 19 individuals) and includes the same sessions and individual debriefs as the Executive Team description.

Emergency Services: \$2,916 + travel expenses (based on 10 individuals) and includes the same sessions and individual debriefs as the Executive Team description.

Corrections: \$3,672 + travel expenses (based on 16 individuals) and includes the same sessions and individual debriefs as the Executive Team description.

Front Line Workers

For the remainder of 370 front line personnel we can do one group profile of 25% (93) of the personnel who volunteer to take it. For a 93-person group, that cost would be \$5,574 for:

- One overall group profile
- Two Zoom sessions of 1-2 hours each (orientation and follow-up results sessions)

For this large a group, we don't do individual results, so there are no individual debriefs involved. For an additional \$350, I can do four group profiles rather than one.

Additional Consulting Services to Consider

"The Courage to Lead" 8-16 hour professional development session that involves leadership models about vulnerability and adaptive leadership as well as self-awareness learning around personal core values and how they impact alignment with organizational values, as well as inspiring personnel to lead culture transformation. The cost is generally \$1,495 per day in-person plus travel expenses and \$895 per day for virtual sessions.

Principal Consultant Bio

Debra J. Jarvis, is the principal consultant and owner of Debra J. Jarvis Associates LLC, doing business as Visioning Values (www.visioningvalues.com). She is also a Board member of E4 Potential Living, Inc. (<https://www.e4potentialliving.org/>). Ms. Jarvis has done leadership, organizational development, management, and equity & inclusion consulting, as well as public safety training and research for the last 15 years and has worked with numerous cities (e.g. Richmond, VA, Milwaukee, WI, Austin, TX, Palo Alto, CA) as well as non-profits such as The Peace Learning Center, United Methodist Churches, The Children's Bureau, VA Hospital, Hendricks County Regional Hospital, and many others.



Prior to consulting, Debra served 25 years in public safety, including eight years as a fire chief in the Chicago suburbs, and five years in the Indianapolis area as Director of Education and Safety. She also served seven years on the Human Relations Committee for the International Association of Fire Chiefs and is a former Executive Board Member of Healing Racism/Chicago Southland.

Ms. Jarvis's education includes a 2001 Harvard fellowship in the Senior Executives in State and Local Government program, a master's degree in Leadership Studies from Lewis University in Illinois, and a bachelor's degree in Management from Indiana Wesleyan University. She completed a Certificate in Diversity and Inclusion (D&I) in January 2021 from Cornell University, New York. She now serves as a part-time facilitator for Cornell's online D&I Certificate Program. Debra has been a Qualified Administrator of the Intercultural Development Inventory (IDI) since 2007. The IDI is a statistically reliable, cross-culturally valid measure of intercultural competence for organizations and individuals (www.idiinventory.com).

In terms of community activities, Debra is currently on the Leadership Team of Allies for Racial Justice (www.alliesforracialjustice.org), a ministry partnership between the two largest black and white Methodist churches in the metro Kansas City area. In Indiana, she previously served as a mentor for Trusted Mentors, was a facilitator for Indiana/Purdue University's Spirit & Place "Powerful Conversations on Race," and served several years as a facilitator of Everyday Democracy's "Facing Racism in a Diverse Nation" community dialogue circles.