

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

CONTRACT AWARD COVERPAGE

<b>TO:</b> ANIMAL WELFARE LEAGUE OF ARLINGTON (AWLA) 2650 S ARLINGTON MILL DR ARLINGTON, VIRGINIA 22204	<b>DATE ISSUED:</b> <b>CONTRACT NO:</b> <b>CONTRACT TITLE:</b>	5/26/2021 <hr/> 21-DHS-SS-577 <hr/> ANIMAL CONTROL SERVICES <hr/>
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**THIS IS A NOTICE OF AWARD OF CONTRACT 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. 21-DHS-SS-577 including any attachments or amendments thereto.

**EFFECTIVE DATE:** 5/26/2021  
**EXPIRES:** 6/30/2022  
**RENEWALS:** 4 RENEWALS REMAINING  
**LIVING WAGE:** N

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

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<b><u>VENDOR CONTACT:</u></b> SAMUEL WOLBERT	<b><u>VENDOR TEL. NO.:</u></b>	<u>(703) 931-9241</u>
<b><u>EMAIL ADDRESS:</u></b> SWOLBERT@AWLA.ORG		
<b><u>COUNTY CONTACT:</u></b> EVELYN POPPELL (DHS-PHD)	<b><u>COUNTY TEL. NO.:</u></b>	<u>(703) 228-5600</u>
<b><u>COUNTY CONTACT EMAIL:</u></b> EPOPPELL@ARLINGTONVA.US		

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**PURCHASING DIVISION AUTHORIZATION**

*Lucas Alexander*

**Title** Procurement Officer **Date** 5/26/2021

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

**AGREEMENT NO. 21-DHS-SS-577**

THIS AGREEMENT is made, on 5/26/2021, between Animal Welfare League of Arlington (AWLA), 2650 S Arlington Mill Drive, Arlington, Virginia 22206 ("Contractor") a Virginia corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

**1. CONTRACT DOCUMENTS**

The "Contract Documents" consist of this Agreement and the following exhibits:

- Exhibit A - Scope of Work; and
- Exhibit B – Report Templates.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

**2. SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (the "Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide animal welfare and animal control services. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It will be the Contractor's responsibility, at its sole cost, to provide the services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

**3. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

**4. CONTRACT TERM**

Time is of the essence. The Work will commence on 5/26/2021, and must be completed no later than, June 30, 2022 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from July 1, 2022 until June 30, 2026 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

**5. CONTRACT PRICING**

The County will pay the Contractor no more than \$1,456,517, including up to \$35,000 for vehicle replacement and up to \$2,000 for reimbursement for language interpretation and translation services, in

accordance with the terms of the Payment Terms Paragraph and Exhibit A for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in these documents. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. The Contract Amount includes all of the Contractor's costs and fees, including profit.

**6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS**

The Contract Amount/unit price(s) will remain firm until June 30, 2022 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

**7. PAYMENT TERMS**

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that 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 within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

If the County makes a partial payment, it may retain 5% of the estimate upon which the partial payment is based until completion and final acceptance of the Work.

**8. PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- 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 Contract; 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 the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts

withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section 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.

**9. NO WAIVER OF RIGHTS**

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

**10. NON-APPROPRIATION**

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.

**11. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

**12. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment

and mandates that disabled individuals be provided access to publicly and privately provided services and activities.

- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

**13. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

**14. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating 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 of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

**15. SEXUAL HARASSMENT POLICY**

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 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.

**16. TERMINATION**

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

**17. INDEMNIFICATION**

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.

**18. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this 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.

**19. COPYRIGHT**

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written

approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

## **20. OWNERSHIP AND RETURN OF RECORDS**

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

The Contractor agrees to include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

## **21. CONFIDENTIAL INFORMATION**

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

## **22. ETHICS IN PUBLIC CONTRACTING**

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.

## **23. COUNTY EMPLOYEES**



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.

**24. FORCE MAJEURE**

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

**25. AUTHORITY TO TRANSACT BUSINESS**

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

**26. RELATION TO COUNTY**

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

**27. REPORT STANDARDS**

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

**28. AUDIT**

The Contractor may be requested to provide to the County the complete findings and all components of an independent certified public accountant's audit of its finances and program operation within two months after the close of Contractor's fiscal year. If a management letter was not prepared with the audit, the Contractor must so certify in writing as part of the audit report to the County. The Contractor must allow the County to review its records as the County deems necessary for audit purposes within 15 calendar days of the County's receipt of the findings. All accounts of the Contractor are subject to audit.

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.

**29. ASSIGNMENT**

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

**30. AMENDMENTS**

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

**31. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

**32. DISPUTE RESOLUTION**

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

**33. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

**34. ARBITRATION**

No claim arising under or related to this Contract may be subject to arbitration.

**35. NONEXCLUSIVITY OF REMEDIES**

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

**36. NO WAIVER**

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

**37. SEVERABILITY**

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

**38. NO WAIVER OF SOVEREIGN IMMUNITY**

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

**39. ATTORNEY'S FEES**

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

**40. SURVIVAL OF TERMS**

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

**41. HEADINGS**

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

**42. AMBIGUITIES**

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

**43. NOTICES**

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

**TO THE CONTRACTOR:**  
Samuel Wolbert  
AWLA  
2650 S Arlington Mill Drive  
Arlington, Virginia 22206

**TO THE COUNTY:**

Evelyn Poppell, Project Officer  
Department of Human Services PH Community Health Protection  
2110 Washington Boulevard, Suite 350  
Arlington, VA 22204

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

**TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):** Mark

Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

**44. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

**45. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**46. LIMITED ENGLISH PROFICIENCY**

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

**47. INSURANCE REQUIREMENTS**

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. 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.
- d. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- e. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- f. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

#### **48. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or

other electronic transmission (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

AWLA

AUTHORIZED DocuSigned by:  
SIGNATURE *Lucas Alexander*  
5D2342428F9D4B4...  
NAME: Lucas Alexander  
TITLE: Procurement Officer  
DATE: 5/26/2021

AUTHORIZED DocuSigned by:  
SIGNATURE *Samuel Wolbert*  
3B0EF6028AE2472...  
NAME: Samuel wolbert  
TITLE: President and CEO  
DATE: 5/25/2021

**EXHIBIT A**  
**SCOPE OF WORK**

**I. OBJECTIVES:**

**A. Objectives for the Contractor's work are to:**

1. Enforce federal, state, and County animal welfare and animal control laws by providing animal control and impoundment services to protect residents from ill or dangerous animals;
2. Support an open-access animal shelter to accept impounded, lost, surrendered, or abandoned animals, regardless of their condition;
3. Promote a high positive outcome rate at the shelter, maximizing the number of healthy and treatable animals that remain with or are reunited with their owners or successfully placed in good homes;
4. Achieve the above-referenced objectives within available resources.

**B. The Contractor shall provide the following services:**

1. Animal shelter operation - Operate the County's animal shelter (hereinafter the "Animal Resource Center"), including animal impoundment and animal control services, and assist the County in enforcing federal, state, and County animal welfare and animal control laws in Arlington County through the Contractor's employees, the Chief Animal Control Officer, and Deputy Animal Control Officers;
2. Animal fostering for domestic companion animals;
3. Rabies testing and rabies vaccine clinics; and
4. Community Cats program.

**II. PROGRAM REQUIREMENTS:**

**A. Operation and Maintenance of the Animal Resource Center**

1. Operate and maintain the County's Animal Resource Center at 2650 South Arlington Mill Drive, Arlington, Virginia in accordance with the statutes contained in Title § 3.2, Chapter 65, of the [Code of Virginia](#), 1950, as amended, and Chapter 2 of the [Arlington County Code](#). This Contract in no way diminishes or lessens the requirements contained in those and all other applicable laws.
2. Require dogs running at large without the tag required by Code of Virginia § 3.2-6531 or in violation of an ordinance passed pursuant to Code of Virginia § 3.2-6538 to be confined therein. Nothing in this section of the Contract shall be construed to prohibit confining other companion animals in the Animal Resource Center.

3. Staff the Animal Resource Center with at least one employee every day, including Sundays and holidays, from 8:00 a.m. to 10:30 p.m., to receive animals and to handle emergency pick-ups.

The Animal Resource Center should be made accessible to the public for a minimum of 36 hours per week at reasonable hours, including evenings and weekends, except for federal, state, or County holidays, on which days the Animal Resource Center may be closed to the public. The Contractor may use data or public input in determining the most reasonable hours of operation. Any changes to the schedule require prior written approval from the County. Nothing stated herein should prohibit the Contractor from limiting public access due to emergencies, inclement weather, staff training or events, or other reasonable circumstances that may require temporary closure. In such an event, Contractor will notify the public through signage and/or social media.

4. Ensure that the Chief Animal Control Officer and Deputy Animal Control Officers enforce all applicable provisions of Titles 3.2 and 18.2 of the Code of Virginia and Chapter 2 of the Arlington County Code.
5. Obtain a signed statement from each of its directors, operators, staff, or animal caregivers specifying that each individual has never been convicted of animal cruelty, neglect, or abandonment, and shall update such statement as changes occur. Statements must be made available to the County upon request.
6. Require the Chief Animal Control Officer and Deputy Animal Control Officers to respond to emergencies which occur during hours when no one is on duty at the Animal Resource Center. Prior to commencing any work, the Contractor shall provide the Arlington County Emergency Communication Center ("ECC") and the Arlington County Public Health Division ("ACPHD") with a list of these persons, their telephone numbers, and times when they are available, and shall notify the ECC and the ACPHD of any changes to the list within 72 hours.
7. Provide adequate feed, water, shelter, space, and veterinary care, as defined in § 3.2-65 of the Code of Virginia and § 2-15 of the Arlington County Code, to all animals kept at the Animal Resource Center. The Contractor shall clean and sanitize the animals' quarters daily.
8. Upon taking or obtaining custody of any animal, immediately make a record of the matter. The Contractor's shelter records shall comply with Code of Virginia § 3.2-6546, the other Code sections cited therein, and other provisions of § 3.2-65 of the Code of Virginia. These records shall be maintained by the Contractor according to the records retention and disposition schedule set forth by the Library of Virginia GS-17, Law Enforcement, Fire and Emergency, and shall be provided to the County upon request.
9. Emergency Pet Shelter Trailer/Disaster Preparedness: Contractor must work with Arlington County Department of Public Safety and Emergency Communications (PSCM) during emergency situations or upon request to set up, manage, and break down a mobile County emergency pet shelter.

**B. Animal Control Officers**



1. The Chief Animal Control Officer and Deputy Animal Control Officers shall have the power to enforce § 3.2-65 of the Code of Virginia, Chapter 2 of the Arlington County Code, and all ordinances enacted pursuant to those laws for the protection of domestic animals.
2. The Chief Animal Control Officer and Deputy Animal Control Officers must patrol streets and other public areas within the County to enforce Chapter 2 of the Arlington County Code and § 3.2-65 of the Code of Virginia.
3. The Contractor shall:
  - a. Ensure the Chief Animal Control Officer and Deputy Animal Control Officers have knowledge of animal control, welfare, and protection laws of the Commonwealth and Arlington County that they are required to enforce. Officers must have training and knowledge of basic animal care.
  - b. Submit to the State Veterinarian and to ACPHD, in a format provided by the State Veterinarian and according to the schedule provided by the State Veterinarian's office, information concerning the employment and training status of the Animal Control Officers appointed by and employed by the Contractor. The State Veterinarian may require that the Contractor notify him/her of any changes in such information pursuant to Code of Virginia § 3.2-65.
  - c. Submit information concerning the employment and training status of the Animal Control Officers to ACPHD upon request.
  - d. Ensure Animal Control Officers investigate and properly handle stray dogs running at large, including, but not limited to, returning to owner while in the field.
  - e. Designate the Chief Animal Control Officer to determine when a box trap may be set on a landowner's property for the humane capture of either game or domestic animals pursuant to § 2-21 of the Arlington County Code. "Game animals" shall have the meaning given in Code of Virginia § 29.1-100.
  - f. Ensure that at least one Animal Control Officer employed by the Contractor is on duty from 7:00 a.m. to 10:00 p.m., seven days a week. Ensure that at least one Animal Control Officer is on call during non-active duty hours, including holidays.
  - g. Ensure the Chief Animal Control Officer and Deputy Animal Control Officers are available to receive emergency calls or make callbacks at all other hours.

**C. Rabies Response**

1. Assist the County with the development of any revisions to, and abide by all terms contained in, any plan adopted by the ACPHD Director or the County Board of Arlington County, pertaining to the control of and response to the risk of rabies exposure to person and companion animals in accordance with Code of Virginia § 3.2-6522.

2. When any suspected rabies exposure occurs, the Contractor shall immediately notify ACPHD of the exposure event and follow the Virginia Guidelines for Rabies Prevention and Control. Any questions related to these Guidelines shall be resolved in consultation with ACPHD.
3. Human Exposure to Rabies
  - a. The Contractor shall ensure the confinement, under competent observation, for 10 days, of any vaccinated or unvaccinated animal that may have exposed a person to rabies, unless the animal develops active signs of rabies, expires, or is euthanized before that time. A seriously injured or sick animal may be euthanized as provided in § 3.2-6546 of the Code of Virginia.
  - b. When any potentially rabid animal, other than a dog or a cat, exposes or may have exposed a person to rabies through a bite, or through saliva or central nervous system tissue, in a fresh open wound or mucous membrane, decisions regarding the disposition of that animal shall be at the discretion of the ACPHD Director and may include euthanasia as provided in § 3.2-6546 of the Code of Virginia and animal specimens sent through ACPHD to the Division of Consolidated Laboratory Services of the Virginia Department of General Services for evaluation.
  - c. When any animal that may have exposed a human to rabies subsequently expires due to illness or euthanasia, either within an observation period, where applicable, or as part of a public health investigation, the Contractor shall notify ACPHD and coordinate with ACPHD to send animal specimens to the Division of Consolidated Laboratory Services of the Virginia Department of General Services.
  - d. The County shall provide to the Contractor containers to be used to ship animal specimens to the Virginia Division of Consolidated Laboratory Services (DCLS).
  - e. If an animal tests positive for rabies, ACPHD shall contact the exposed human to ensure that the individual has appropriate treatment and follow-up. The Contractor shall contact an exposed human if the rabies tests are reported as negative within one calendar day of receiving test results.
4. Animal Exposure to Rabies
  - a. Dogs or cats either showing active signs of rabies or suspected of having rabies that are not known to have exposed a person shall be confined under competent observation for such a time as may be necessary to determine a diagnosis. If, at the discretion of the ACPHD Director, confinement is impossible or impracticable, such dog or cat shall be euthanized by one of the methods approved by the State Veterinarian as provided in § 3.2-6546 of the Code of Virginia. The disposition of other animals showing active signs of rabies shall be determined by the ACPHD Director and may include euthanasia and testing.
  - b. Any dog or cat, for which no proof of current rabies vaccination is available, and that may have been exposed to rabies through a bite, or through saliva or central nervous system tissue, in a fresh open wound or mucous membrane, by an animal suspected to be rabid, shall be isolated in a pound, kennel, or enclosure approved by ACPHD for a period not to

exceed six months at the expense of the owner or custodian in a manner and by a date determined by the ACPHD Director.

- i. If the ACPHD Director determines that isolation is not feasible or is not maintained in a manner that prevents direct contact between the animal and any human or other animal, such dog or cat shall be euthanized by one of the methods approved by the State Veterinarian as provided in § 3.2-6546 of the Code of Virginia.
- c. Any dog or cat with proof of current vaccination that is bitten or exposed to rabies through saliva or central nervous system tissue in a fresh open wound or mucous membrane, shall be revaccinated by a licensed veterinarian immediately following the exposure and shall be confined to the premises of the owner or custodian, or other site as may be approved by ACPHD at the expense of the owner or custodian, for a period of 45 days.

#### 5. Rabies Testing of Wild Animals

- a. The Contractor shall submit for testing any wild animal rabies vector which has had contact with a domestic animal or human in such a way as to meet definition of “exposure” in the Virginia Guidelines for Rabies Prevention and Control.
- b. Any wild animal rabies vector which has bitten or scratched a domestic animal or person in such a way as to break the skin shall be euthanized in accordance with the methods prescribed or approved by the State Veterinarian and disposed of by the methods set forth in § 3.2-6546 of the Code of Virginia.
- c. Animal specimens will be bagged, tagged with appropriate information about the victim, date and time of the exposure, refrigerated (not frozen), and taken the same day to ACPHD for transporting to the Division of Consolidated Laboratory Services of the Department of General Services in Richmond, Virginia, for rabies testing. The Contractor will notify ACPHD that the specimen is in transit and provide its estimated time of arrival. The County shall provide to the Contractor containers to be used to ship animal specimens to the Virginia Division of Consolidated Laboratory Services (DCLS).
- d. Testing shall follow the Virginia Guidelines for Rabies Prevention and Control, including prompt notification of the ACPHD designee.

#### 6. Rabies Vaccine Clinics

- a. Provide at least eight rabies vaccination clinics per year within Arlington County on an approximately monthly basis as a public service to the community. If ACPHD requires additional clinics based on demonstrated need, the Contractor and ACPHD will mutually agree upon the number of additional clinics as well as a fair reimbursement by ACPHD to Contractor for hosting said clinics. The Contractor will advertise and staff the monthly clinics, and provide all supplies needed.
- b. ACPHD will work with the Contractor regarding any changes to the fees charged for rabies vaccine clinics.

- c. Rabies vaccine used shall be licensed by the U.S. Department of Agriculture for use in that species. The vaccines used will be certified three-year vaccines for both cats and dogs. In the event of a shortage of vaccine, the Contractor will work with the ACPHD designee for acceptable options.
- d. The Contractor will contract with a currently licensed veterinarian to inoculate animals at these clinics. The Contractor will work with ACPHD regarding any changes to the fees charged for rabies vaccine. The Contractor will retain the fee revenue.
- e. The Contractor will, upon the request of the owner or custodian, an Animal Control Officer, a humane investigator, a law-enforcement officer, a State Veterinarian's representative, a licensed veterinarian, or an official of the Virginia Department of Health, provide the name and contact information of the licensed veterinary facility where a copy of the rabies vaccination certificate is retained (pursuant to Code of Virginia § 3.2-6521).

**D. Impoundment of Animals**

- 1. The Contractor shall, upon taking or obtaining custody of any animal, immediately make a record of the custody. Per Code of Virginia § 3.2-6557, such record shall include:
  - a. The date on which the animal was taken into custody;
  - b. The date when the record was established;
  - c. A description of the animal including the animal's species, color, breed, sex, approximate age, and approximate weight;
  - d. The reason for taking custody of the animal and the location where custody was taken;
  - e. The name and address of the animal's owner, if known;
  - f. Any license or rabies tag, tattoo, collar or other identification number carried by or appearing on the animal; and
  - g. The disposition of the animal.

Records required by this subsection shall be maintained according to the records retention and disposition schedule set forth by the Library of Virginia GS-17, Law Enforcement, Fire and Emergency, and shall be available for public inspection upon request. A summary of such records shall be submitted annually to the State Veterinarian in a format prescribed by him or her.

- 2. If a person contacts the Shelter inquiring about a lost companion animal, the Shelter shall advise the person if the companion animal, or if a companion animal of similar description, is confined there.
- 3. Maintain a written record of the information on each companion animal submitted to the Shelter by another animal shelter, by a releasing agency other than an animal shelter, or by an individual

in accordance with subsection D of the Code of Virginia, § 3.2-6548, subsection F.2 of § 3.2-6549 and subsection A.2 of § 3.2-6551 respectively for a period of 30 days from the date on which the information is received by the Shelter. If a person contacts the Shelter inquiring about a lost companion animal, the Shelter shall check its records and make available to such person any information submitted by the other animal shelter, releasing agency, or individual or allow such person inquiring about a lost animal to view the written records. Notwithstanding the foregoing, the Contractor may withhold any personal identifying information in their sole discretion.

4. An animal confined pursuant to this section shall be kept for a period of not less than five days, such period to commence on the day immediately following the day the animal is initially confined in the facility, unless sooner claimed by the rightful owner.
5. Make a reasonable effort to ascertain whether the animal has a collar, tag, license, tattoo, or other form of identification. If such identification is found on the animal, the animal shall be held for an additional five days, unless sooner claimed by the rightful owner. If the rightful owner of the animal can be readily identified, the Contractor shall make a reasonable effort to notify the owner of the animal's confinement within 48 hours following its confinement.
6. Nothing in this section, Impoundment of Animals, shall prohibit any feral cat or feral dog not bearing a collar, tag, tattoo, or other form of identification that exhibits behavior that poses a risk of physical injury to any person confining the animal, from being euthanized after being kept for a period of not less than three calendar days, at least one of which shall be a full business day, such period to commence on the day the animal is initially confined in the facility, unless sooner claimed by the rightful owner.
7. If any animal confined pursuant to this section is claimed by its rightful owner, such owner may be charged with the actual expenses incurred in keeping the impounded animal as prescribed in § 2-9 of the Arlington County Code. Such fees shall include the reasonable actual cost of necessary medical and veterinary care administered to the animal.
8. If an animal confined pursuant to this section has not been claimed upon expiration of the appropriate holding period as provided above, it shall be deemed abandoned and become the property of the Shelter.
9. Upon request, the Contractor shall furnish the Arlington County Police Department and ACPHD all information it has about impounded animals and to cooperate with the Police Department in the enforcement of laws prohibiting cruelty to animals.

**E. Animal Adoption and/or Fostering**

1. Ensure any adoptee of an animal in the Contractor's custody reads and signs a statement specifying that he or she has never been convicted of animal cruelty, neglect, or abandonment.
2. The Contractor may require the sterilization of an adopted animal at the adoptee's expense, if the dog or cat is not already sterilized.
3. Ensure the release of each animal in the Contractor's custody for the purposes of adoption or euthanasia only to an animal shelter or any other releasing agency located in and lawfully

operating under the laws of Virginia or of another state, provided that such animal shelter or other releasing agency:

- a. Maintains records that do or would comply with § 3.2-6557 of the Code of Virginia;
  - b. Requires that adopted dogs and cats be sterilized;
  - c. Obtains a signed statement from each of its directors, operators, staff, and animal caregivers specifying that each individual has never been convicted of animal cruelty, neglect, or abandonment, and updates such statement as changes occur;
  - d. Has provided to the Shelter, animal shelter, or other releasing agency within the Commonwealth a statement signed by an authorized representative specifying the entity's compliance with clauses (a) through (c), and the provisions of adequate care and performance of humane euthanasia, as necessary in accordance with the provisions of this chapter.
4. Ensure that no companion animal is placed in a foster home with a foster care provider unless the foster care provider has read and signed a statement specifying that the provider has never been convicted of animal cruelty, neglect, or abandonment, and each provider shall update such statement as changes occur. The Contractor shall maintain the original statement and any updates to such statement in accordance with this chapter and for at least as long as the Shelter has an affiliation with the foster care provider.
  5. Ensure that foster care providers comply with Code of Virginia § 3.2-6503 for companion animals placed in foster homes.
  6. If the Contractor finds a direct and immediate threat to a companion animal placed with a foster care provider, the Contractor shall report its findings within 24 hours to the animal control agency in the locality where the foster care provider is located.

#### **F. Community Cats Program**

1. Operate a Community Cats program to oversee the humane management of current cat colonies by community cat caretakers.
2. Work with community cat caretakers to identify and transport community cats for services including spay or neuter, rabies and distemper vaccines, and ear-tipping for future identification. The Contractor will cover all costs for cats trapped in Arlington or the City of Falls Church.

#### **G. Outcome Goals**

1. Maintain live release rates for all animals (i.e., dogs, cats, small companion animals) of no less than 90%. Notify ACPHD to provide context in the event that the live release rate falls below 90%.
2. Maintain positive outcome goals for all animals of no less than 90%. Positive outcome rates shall be calculated separately for dogs, cats, and small companion animals.

#### **H. Registry of Wild Animals**

1. The Contractor must maintain a registry of wild or exotic animals per § 2-20.1 of the Arlington County Code.
2. The Contractor must ensure that residents who have registered an animal are informed of their obligation to re-register annually by January 31.
3. The Contractor must report to ACPHD annually by the tenth working day in February:
  - a. Procedures and documents used to maintain the registry;
  - b. Number of wild or exotic animals re-registered by the due date; and
  - c. Number of animals not re-registered by the due date and the actions taken to locate the animal's owner.

#### **I. Humane Euthanasia**

1. When necessary to euthanize an animal, the Contractor must follow current American Veterinary Medical Association (AMVA) and VDACS standards for euthanasia. Necropsies performed by licensed state veterinarian must follow AVMA guidelines and state and local laws.

### **III. OTHER REQUIREMENTS**

#### **A. Customer Service**

1. Contractor's employees, agents, and volunteers must provide customer service that addresses the needs and questions of citizens looking for services from the Contractor, including, whenever possible, making callbacks within one hour or less for emergencies and within three business days for non-emergency-related matters after receipt of phone calls.
2. Respond within three business days to citizen complaints and inquiries, either received directly or forwarded by ACPHD. ACPHD will send complaints and inquiries to the President/CEO of the Contractor. If the President/CEO is not available, complaints and inquiries will go to the Chief Operating Officer or to the Chief Animal Control Officer, in that order.
3. Upon receipt of a complaint or inquiry made directly by ACPHD, the Contractor will have no more than three business days from receipt of the request (whether verbal, electronic, or in writing) to provide a written or telephone response. If the Contractor is not able to obtain all the information needed to prepare the response within three business days, the Contractor will contact ACPHD with an explanation as to why an extension is needed. All responses to inquiries and complaints, regardless of the origin of the complaint or inquiry, shall be made by the Contractor, in writing, directly to the complaining or inquiring party.

#### **B. Staff Training Requirements**

1. Provide annual training for staff and volunteers. Training must include customer service and accurate record keeping. Training must be tracked in a training log. Training log must be made available upon request by ACPHD.
2. Ensure that Animal Control Officers complete mandated training in accordance with Code of Virginia 3.2-6556. Document training as required by the State Veterinarian.

### **C. Reports**

1. Submit to ACPHD, no later than the tenth working day after the end of the previous month, a written activity report for the previous month (Shelter Statistics, Investigations and Results, Rabies Vaccine Clinics). Each monthly report shall be presented in the formats shown in Exhibit B.
2. Develop and implement an annual workplan to maximize adoptions/fostering and positive outcomes and increase public awareness of the Contractor's programs. The annual workplan must be provided to ACPHD, and the Contractor's progress on implementing the workplan shall be reported monthly following the format shown in Exhibit B.
3. Submit an annual Bite/Exposure Investigations report for the previous calendar year no later than the third Friday in February. The report shall be presented in the format shown in Exhibit B.
4. Provide to ACPHD a copy of the Contractor's annual Virginia Department of Agriculture and Consumer Services (VDACS) animal report when it is submitted to VDACS.
5. Provide new, modified, or other reporting information or documents when requested by ACPHD, and proactively apprise ACPHD of controversial and potentially controversial matters, where such matters are reasonably likely to generate local media or political interest.

### **D. Rabies Prevention for Personnel**

1. All staff should follow the [Advisory Committee on Immunization Practices'](#) current recommendations on the use of pre- and post-exposure prophylaxis.
2. All staff must wear appropriate personal protective equipment (PPE) when euthanizing animals and/or during necropsy. The Contractor agrees to comply with all local, state, and federal regulations regarding PPE and to provide necessary PPE to employees at the Contractor's sole expense.

### **E. Commercial Dog Breeding Locations and Kennels**

1. Upon request from Arlington County Zoning, inspect commercial dog breeding locations within Arlington County at least twice each year and, additionally, upon receipt of a complaint or their own motion, ensure compliance with Code of Virginia § 3.2-6555. Inspections must be documented.
2. Investigate the care and housing of animals within one business day after being informed to address violations of provisions of the Arlington County Zoning Ordinance pertaining to kennels,



as “kennel” is defined in Article 18.2 of the Arlington County Zoning Ordinance; share relevant findings with Zoning. Investigations must be documented.

**F. Collection of Carcasses**

1. The Contractor agrees that its employees, including the Animal Control Officers, shall only pick up animal carcasses if:
  - a. Animal is a potential rabies vector;
  - b. Animal is a companion animal; or
  - c. Animal is obstructing traffic in the County right-of-way.
2. The Contractor will report deer or other large animals on state roads to the Virginia Department of Transportation for removal.
3. The Contractor will report non-rabies vectors in Arlington County parks to the Department of Environmental Services for removal.

**G. Contract Monitoring**

Collaborate with the County to monitor contract performance including review of records, policies and procedures, and financial records.

**H. Contractor Liaison with County**

Identify and provide the name of an authorized employee, including the employee’s work and non-work telephone numbers, who shall serve as liaison with the County regarding all matters dealing with this Agreement.

**IV. OBLIGATIONS OF THE COUNTY**

**A. Animal Control Officers**

The County Board shall appoint at least one Chief Animal Control Officer and two Deputy Animal Control Officers. The Contractor is under no obligation to employ the County Board’s appointees but must consider those appointees for employment. The County Board will consider all Contractor nominations for appointment but is not required to appoint Contractor nominees. The Contractor will immediately notify the Project Officer of any terminations/resignations of Animal Control Officers and plans for recruitment. The Contractor may dismiss a Chief Animal Control Officer or Deputy Animal Control Officer.

**B. Equipment, Vehicles and Support**

1. The County shall provide the following assistance:
  - a. Supplemental training by ACPHD of the Contractor's personnel in rabies containment, and clarification and direction in applying proper procedures in cases of suspected or actual rabies exposure, as those procedures are defined in the current Virginia Guidelines for Rabies Prevention and Control.
  - b. The Arlington County Police Department shall supplement the services that the Contractor has agreed to provide in this Contract when the Contractor's personnel are unavailable because of other duties. Such supplemental support by the Police Department shall occur only when the County, in its sole discretion, has determined that such support is necessary on account of Contractor's staffing shortages. Such assistance shall include investigating dog bite incidents and providing reasonable traffic diversion services when a carcass has not yet been removed by the Contractor or the Department of Environmental Services from County streets.
  - c. A monthly list of animal cruelty cases which are investigated by County police officers.
2. The County reserves the right to reject requests for assistance when they are unreasonable in relation to the time required for their performance and the number of employees necessary to perform them in a timely way.
3. The County shall permit the Contractor to buy office supplies and printing services, and gas and oil for the vehicles operated by the Contractor, from the County at the County's cost. The County shall bill the Contractor monthly when the Contractor buys these goods and services.
4. The County shall maintain the entrance driveway and parking lot of the Shelter and remove snow and ice within a reasonable time.

**EXHIBIT B**

**Report Templates**

**I. Monthly Shelter Statistics Report**

**1. Shelter Statistics**

Reported according to the following three categories: “dogs,” “cats,” and “small companion animals”.

A. Beginning shelter count

Intake

B. From the public

C. Incoming transfers from organizations within Virginia

D. Incoming transfers from organizations outside Virginia

E. From owners/guardians requesting euthanasia

F. Total intake (B + C + D + E)

G. Owner/guardian requested euthanasia (unhealthy & untreatable only)

H. Adjusted total intake (F – G)

I. Adoptions

J. Outgoing transfers to organizations within Virginia

K. Outgoing transfers to organizations outside Virginia

L. Return to owner/guardian

Euthanasia

M. Healthy (includes owner/guardian requested euthanasia)

N. Treatable – Rehabilitatable (includes owner/guardian requested euthanasia)

O. Treatable-Manageable (includes owner/guardian requested euthanasia)

P. Unhealthy & untreatable (includes owner/guardian requested euthanasia)

Q. Total euthanasia (M + N + O + P)

R. Owner/guardian requested euthanasia (unhealthy & untreatable only)

S. Adjusted total euthanasia (Q – R)

T. Subtotal outcomes (I + J + K + L + S) (excludes owner/guardian requested euthanasia (unhealthy & untreatable only))

U. Died or lost in shelter/care

V. Total outcomes (T + U) (excludes owner/guardian requested euthanasia (unhealthy & untreatable only))

W. Ending shelter count

**2. Positive Outcome Rate**

Positive outcome rate  $(I + J + K + L) / (T) \times 100$

**3. Was Positive Outcome Rate less than goal? Yes No**

If yes, please list reason(s)

**4. Average Length of Stay (Days)**

**II. Investigations and Results**

- A. Number of Animal Control Officer investigations
- B. Types of animals investigated (e.g., bat, cat, chipmunk, dog, opossum, rabbit, rex, squirrel, other)
- C. Action taken, including observation, isolation, euthanasia/testing
- D. Disposition, including released from observation, died in observation, test results (positive or negative)

**III. Rabies Vaccine Clinics**

- A. Date of each clinic
- B. Numbers and types of animals vaccinated
- C. Jurisdiction of pet owners (totals by animal type and jurisdiction)

**IV. Monthly Workplan**

- A. Results of the Contractor's review of current program
- B. Modifications expected to be made by the Contractor
- C. Communication activities that will be conducted by the Contractor to increase public awareness of the program modifications
- D. Expected implementation timeline for the program modifications and communication activities

At a minimum, the workplan shall address the following program areas:

1. Animal fostering program
2. Animal rescue group utilization
3. Community Cats program