

**ARLINGTON COUNTY, VIRGINIA  
AGREEMENT NO. 21-DHS-RFP-483  
AMENDMENT NUMBER 1**

This Amendment Number 1 ("Amendment") is made on April 12, 2022, by the County and amends Agreement Number 21-DHS-RFP-483 dated April 4, 2021 ("Main Agreement") between **Sun and Moon Yoga Studio Inc.** and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

1. **Contract Renewal.** Pursuant to clause 4, the Agreement is renewed for its first subsequent contract term beginning April 12, 2022 to April 11, 2023 under the same contract prices.
2. **Clause 4** is hereby deleted in its entirety and changed to read:
  4. The Contractor shall provide the goods or services covered by the Contract beginning on April 12, 2021. Unless terminated as provided below, the Agreement shall continue until April 11, 2022. Upon satisfactory performance by the Contractor, the County may, through issuance of a [Purchase Order \(PO\)](#), authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from April 12, 2022 to April 11, 2026 (each a "Subsequent Contract Term") or up to \$200,000, whichever comes first. The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".
3. **Clause 5** is hereby deleted in its entirety and changed to read:
  5. The County will pay the Contractor, for services that the Project Officer accepts, \$100.00 per hour, up to the maximum amount of \$5,000.00 per 12 months of services, with payment to be made monthly. The Contractor must submit monthly invoices. The County will pay the Contractor net 45 days from receipt of an invoice that the Project Officer approves for payment.
4. **Clause 30** is hereby deleted in its entirety and changed to read:
  30. The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required

by the County’s funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days’ notice and must not dispose of the documents if the County objects.

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

5. **Incorporation of COVID-19 Vaccination Policy For Contractors** is hereby added in the Terms and Conditions.


36. Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County’s workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

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

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

SUN AND MOON YOGA STUDIO, INC.

AUTHORIZED SIGNATURE:   
DocuSigned by:  
5950D4E0ACC0472...

AUTHORIZED SIGNATURE:   
DocuSigned by:  
42E2E585AE94475...

NAME: TOMEKA D. PRICE  
TITLE: PROCUREMENT OFFICER

NAME: Annie Moyer  
TITLE: Director

DATE: 1/19/2022

DATE: 1/13/2022