

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

NOTICE OF RENEWAL OF CONTRACT

TO: ANIMAL WELFARE LEAGUE OF
ARLINGTON
2650 SOUTH ARLINGTON MILL DR
ARLINGTON, VA 22206

DATE ISSUED: JULY 2, 2014

CURRENT REFERENCE NO: 430-10

CONTRACT TITLE: ANIMAL CONTROL SERVICES

THIS IS A NOTICE OF RENEWAL OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.
This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Award is effective JULY 1, 2014 and expires on JUNE 30, 2021.

The contract documents consist of Agreement No. 430-10, and its Amendments.

CONTRACT PRICING:

REFER TO ATTACHED AGREEMENT NO. 430-10 AMENDMENTS 1 THROUGH 3.

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: NEIL TRENT VENDOR TEL. NO.: 703-931-9241
EMAIL ADDRESS: ntrent@awla.org
VENDOR PAYMENT TERMS: NET 30 DAYS VENDOR FAX. NO.: 703-931-2568
COUNTY CONTACT: LYN HAINGE COUNTY TEL. NO.: 703-228-5583

CONTRACT AUTHORIZATION

DISTRIBUTION


IVETTE GONZALEZ, CPPB
PROCUREMENT OFFICER

7/2/14
DATE

BID FOLDER: 1

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

AGREEMENT NUMBER 430-10

AMENDMENT NO. 3

This Amendment Number 3 ("Amendment") is made on the date of execution of the Amendment by the County and Agreement Number 430-10 dated June 28, 2011 as amended by Amendment No. 1 and 2 ("Main Agreement"), made between The Animal Welfare League of Arlington, Virginia, Incorporated ("Contractor"), a Virginia non-stock and non-profit corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County").

WHEREAS the County and the Contractor desire to amend the Work called for and the amounts to be paid pursuant to the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

A. THE "TIME OF COMPLETION" PARAGRAPH IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING IS SUBSTITUTED THEREFORE:

The Work shall continue from JULY 1, 2014, and be completed no later than JUNE 30, 2015 ("Third Subsequent Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may authorize continued operations of the Contractor for not more than six (6) additional twelve (12) month periods from July 1, 2015 to June 30, 2021 (Each such period shall be referred to as a "Subsequent Contract Term"). The Contract Amount for each Subsequent Contract Term shall be in an amount mutually agreed upon but which will in no event exceed the funds appropriated for the service by the County Board of Arlington County. The total Contract Amount may be increased or decreased during the Initial and Subsequent Contract Terms if available funds exceed or, in the alternative, are not sufficient to maintain then current service levels.

The work and payment called for pursuant to this Amendment shall be subject to all terms and conditions of the Main Agreement. All terms and conditions of the Main Agreement shall remain in full force and effect unless specifically changed by this Amendment.

B. AMEND THE "CONTRACT AMOUNT" PARAGRAPH TO READ AS FOLLOWS:

The County will pay the Contractor an amount not to exceed One Million Three Hundred Seventy Four Thousand Five Hundred Seventeen Dollars and No Cents (~~\$1,374,517~~) ("Contract Amount") in accordance with the terms of the "Payment" paragraph below and Exhibits A and C, in exchange for the Contractor's completion of the Work required during the first year of the Initial Contract Term, subject to the terms and conditions of the Contract and provided that the Work is performed to the satisfaction of and is accepted by the Project Officer. The Contractor agrees that it shall complete the Work during the first year of the Initial Contract Term for the total Contract Amount specified in this paragraph unless such amount is modified as provided in this Agreement, regardless of the number of hours spent by the Contractor or its employees or agents in the performance of the Work. The Contract Amount includes all of the Contractor's reimbursable costs, expenses, and fees.

The Contract Amount during the subsequent years of the Initial Contract Term (FY 2016, 2017, 2018, 2019, 2020 and 2021, respectively), and in any Subsequent Contract Term or Subsequent Contract Terms, shall be determined by the County Board of Arlington County (subject to the "Non-Appropriation" section below) during its annual budget adoption process and confirmed by the County's Purchasing Agent in an annual Notice of Award that sets forth the consideration to be paid by the County to the Contractor in each ensuing year for that year's services by the Contractor for the County.

C. AMEND THE "PAYMENT" PARAGRAH TO READ AS FOLLOWS:

PAYMENT

During third (3) year of the Contract Term, payment of the Contract Amount will be made in four (4) equal quarterly payments of Three Hundred Forty Three Thousand Six Hundred Twenty Nine Dollars and Twenty Five Cents (~~\$343,629.25~~) by the County to the Contractor, no later than July 10, 2014, September 10, 2014, January 10, 2015, and March 10, 2015. During the subsequent years of the Initial Contract Term and during any Subsequent Contract Term or Subsequent Contract Terms, payment of that year's respective Contract Amount shall be made in four (4) equal quarterly payments.

D. EXHIBIT A "SCOPE OF WORK" HEREBY DELETED IN ITS ENTIRETY AND THE REPLACED WITH THE ATTACHED EXHIBIT A:

E. ADD REVISED EXHIBIT C THAT CONSIST OF FIVE (5) PARTS.

1. PART 1 - SHELTER ACTIVITIES MONTHLY REPORT FORM
2. PART 2 - RABIES INVESTIGATIONS MONTHLY REPORT FORM
3. PART 3 - RABIES VACCINATION CLINICS MONTHLY REPORT FORM
4. PART 4 - ANIMAL CRUELTY INVESTIGATION & WILDLIFE CALLS MONTHLY REPORT FORM
5. PART 5 - TRAP-NEUTER-RETURN (TRN) MONTHLY REPORT FORM

IN WITNESS WHEREOF, the County and the Contractor have caused this Amendment to be executed and delivered as their respective acts, intending to be legally bound by its terms:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: _____
PRINT NAME RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: _____

THE ANIMAL WELFARE LEAGUE OF
ARLINGTON, VIRGINIA, INCORPORATED

AUTHORIZED
SIGNATURE: *Neil Trent*
PRINT NAME NEIL TRENT
AND TITLE: PRESIDENT / CEO
DATE: 6/30/14

EXHIBIT A
SCOPE OF WORK

The County's objectives for the Contractor's Work are: 1) to 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) to support an open-access animal shelter to accept impounded, lost, surrendered or abandoned animals, regardless of their condition; 3) to promote a high positive outcome rate at the shelter, maximizing the number of healthy and treatable animals that are reunited with their owners or successfully placed in good homes; and 4) to achieve the above-referenced objectives within available resources.

The Contractor shall provide: 1) animal impoundment and animal control services, including the operation of the County's Animal Pound, and assist the County in enforcing Virginia, Arlington County, and federal 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 adoption and/or fostering services for domestic companion animals; 3) rabies testing and rabies vaccine clinics; and 4) a Trap-Neuter-Return (TNR) program for feral cats.

1. Obligations of the Contractor

A. Operation and Maintenance of the Animal Pound

- (1) The Contractor shall operate and maintain the County's Animal Pound at 2650 South Arlington Mill Drive, Arlington, Virginia (the "Pound") 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) The Contractor shall maintain the Pound and shall require dogs running at large without the tag required by § 3.2-6531 or in violation of an ordinance passed pursuant to § 3.2-6538 to be confined therein. Nothing in this section of the Contract shall be construed to prohibit confinement of other companion animals in the Pound.
- (3) The Contractor shall make the Pound accessible to the public at reasonable hours during the week by keeping the Pound open to the public for adoptions for at least thirty-six (36) hours per week. If Contractor proposes to alter the current schedule (from 12:00 noon to 7:00 p.m. on Mondays, Wednesdays, Thursdays and Fridays, and from 12:00 noon to 4:00 p.m. on Saturdays and Sundays, except for federal, Virginia, and County holidays, on which days the Pound may be closed to the public), Contractor shall discuss the matter with the County Project Officer, present

the reason(s) for the proposed change and reach a mutually agreeable schedule. In no case shall the number of hours that the Pound is accessible to the public be less than thirty six (36) hours per week.

- (4) The Contractor and animal control officers engaged in the operation of the Pound are required to have knowledge of the laws of the Commonwealth that pertain to animals, and shall have skills and training in the area of basic animal care.
- (5) The Contractor shall 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.
- (6) The Contractor shall report, to the proper authorities in a timely fashion, all observed violations of provisions of the Arlington County Zoning Ordinance pertaining to kennels, as "kennel" is defined in Section 1 of the Arlington County Zoning Ordinance, as required by all applicable state and County laws and regulations.
- (7) The Contractor shall 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.
- (8) The Contractor shall staff the Pound with at least one attendant 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.
- (9) The Contractor shall require the Chief Animal Control Officer and/or Deputy Animal Control Officers to respond to emergencies which occur during hours when no one is on duty at the Pound. Prior to commencing any work, the Contractor shall provide the Arlington County Emergency Communication Center ("ECC") and the Arlington County Public Health Department ("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 of changes occurring to the list.
- (10) The Contractor shall provide adequate food, water, shelter, space, and veterinary care, as defined in Title 3.2, Chapter 65 of the Code of Virginia and § 2-15 of the Arlington County Code, to all animals kept at the Pound. The Contractor shall clean and sanitize the animals' quarters daily.

- (11) The Contractor shall, 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 Title 3.2, Chapter 65, of the Code of Virginia, and these records shall be maintained by the Contractor for at least five (5) years from the respective date on which each record is created, and shall be provided to the County upon request.

B. Rabies Response

- (1) The Contractor agrees to assist the County with the development of any revisions to, and to abide by all terms contained in, any plan adopted by the Arlington County Public Health Director or the County Board of Arlington County, Virginia, pertaining to the control of and response to the risk of rabies exposure to person and companion animals in accordance with VA Code § 3.2-6522.
- (2) When any suspected rabies exposure occurs, the Contractor immediately shall 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.

Human Exposure to Rabies

- (3) The Contractor shall ensure the confinement, under competent observation, for ten (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.
- (4) 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 Health Director and may include euthanasia as provided in § 3.2-6546 and the animal's head sent through ACPHD to the Division of Consolidated Laboratory Services of the Virginia Department of General Services for evaluation.
- (5) 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 the ACPHD and send the animal's head or brain to the

Division of Consolidated Laboratory Services of the
Virginia Department of General Services.

Animal Exposure to Rabies

- (6) 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, in the discretion of the ACPHD Health 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. The disposition of other animals showing active signs of rabies shall be determined by the ACPHD Health Director and may include euthanasia and testing.
- (7) 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 the local health department for a period not to exceed six months at the expense of the owner or custodian in a manner and by a date certain as determined by the ACPHD Health Director.
- (8) Any dog or cat with proof of current vaccination 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 the local health department at the expense of the owner or custodian, for a period of 45 days.
- (9) If the ACPHD Health 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, but allows for feeding, watering, and cleaning, such dog or cat shall be euthanized by one of the methods approved by the State Veterinarian as provided in § 3.2-6546.

C. 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 of the making of the record;

- (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.

The record shall also include the date of disposition of the animal. Records required by this subsection shall be maintained for at least five (5) years for the date of each record's creation, 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 Contractor's Shelter inquiring about a lost companion animal, the Shelter shall advise the person if the companion animal is confined at the Shelter or if a companion animal of similar description is confined at the Shelter.
- (3) The Shelter shall maintain a written record of the information on each companion animal submitted to the Shelter by an animal shelter in accordance with subsection D of § 3.2-6548 for a period of thirty (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 an animal shelter or allow such person inquiring about a lost animal to view the written records.
- (4) The Contractor's Shelter shall maintain a written record of the information on each companion animal submitted to the Shelter by a releasing agency other than an animal shelter in accordance with subsection F.2. of § 3.2-6549 for a period of thirty (30) days from the date 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 such releasing agency or allow such person inquiring about a lost companion animal to view the written records.
- (5) The Shelter shall maintain a written record of the information on each companion animal submitted to the Shelter by an individual in accordance with subsection A.2 of § 3.2-6551 for a period of thirty (30) days from the date 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 individual or allow such person inquiring about a lost companion animal to view the written records.

- (6) An animal confined pursuant to this section shall be kept for a period of not less than five (5) 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 thereof.
- (7) The Contractor shall 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 (5) 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 the next forty-eight (48) hours following its confinement.
- (8) Nothing in this section 1.C. shall prohibit any feral dog or feral cat not bearing a collar, tag, tattoo, or other form of identification that, based on the written statement of a disinterested person, 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 (3) 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. The statement of the disinterested person shall be kept with the animal as required by § 3.2-6557. For purposes of this subsection, a disinterested person shall not include a person releasing or reporting the animal.
- (9) 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 to their owners only upon payment of all fees due 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.
- (10) The Contractor shall deliver to the Treasurer of Arlington County, on or before the 10th day of each month, all fees collected from owners claiming an impounded animal, less costs paid for boarding and veterinary care if paid for by the Contractor.

- (11) If an animal confined pursuant to this section 1.C. 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.
- (12) Upon request, the Contractor shall furnish the Arlington County Police Department and the ACPHD all information it has about impounded animals and to cooperate with the Police Department in the enforcement of laws prohibiting cruelty to animals.

D. Animal Adoption and/or Fostering

The Contractor shall ensure the following:

- (1) Adoption of each animal in the Contractor's custody by a resident of Arlington County who will pay the required license fee, if any, on such animal, provided that such resident has read and signed a statement specifying that he or she has never been convicted of animal cruelty, neglect, or abandonment;
- (2) Adoption of each animal in the Contractor's custody by a resident of a political subdivision of the Commonwealth of Virginia that is adjacent to Arlington County, if the resident has read and signed a statement specifying that he or she has never been convicted of animal cruelty, neglect, or abandonment;
- (3) Adoption of each animal in the Contractor's custody by any other person not described in subsection (1) or (2) above, provided that such person has read and signed a statement specifying that he or she has never been convicted of animal cruelty, neglect or abandonment, and provided that no dog or cat may be adopted by any person who is not a resident of Arlington County, or of an adjacent political subdivision of Virginia, unless the dog or cat is first sterilized, and the Contractor may require that the sterilization be done at the expense of the person adopting the dog or cat; or
- (4) 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;
 - (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; and
- (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.

The Contractor will 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 he has never been convicted of animal cruelty, neglect, or abandonment, and each foster care 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 so long as the Shelter has an affiliation with the foster care provider.

The Contractor will ensure that foster care providers comply with Code of Virginia § 3.2-6503 for companion animals placed in foster homes.

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 twenty-four (24) hours to the animal control agency in the locality where the foster care provider is located.

E. Animal Control Officers

- (1) The Chief Animal Control Officer and Deputy Animal Control Officers shall have the power to enforce Title 3.2, Chapter 65, of the Code of Virginia, and Chapter 2 of the Arlington County Code and all ordinances enacted pursuant to those laws for the protection of domestic animals.
- (2) The Contractor shall ensure that:
 - (a) The Chief Animal Control Officer and Deputy Animal Control Officers have knowledge of the animal control, welfare, and protection laws of the Commonwealth and Arlington County that they are required to enforce.
 - (b) The Contractor shall submit to the State Veterinarian and to ACPHD, on a form 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 Arlington County and employed by the Contractor. The State Veterinarian may require that the Contractor notify him of any change in such information pursuant to Code of Virginia § 3.2-6555.

- (c) The Contractor shall submit information concerning the employment and training status of the animal control officers to ACPHD more frequently, when and if requested by ACPHD.
- (d) The Chief Animal Control Officer and the Deputy Animal Control Officers shall pick up all stray dogs found running at large.
- (e) The Chief Animal Control Officer and/or Deputy Animal Control Officers shall 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) The Chief Animal Control Officer and Deputy Animal Control Officers employed by the Contractor are each on duty at least forty (40) hours per week and up to a period of sixty-eight (68) hours per week, 7:00 a.m. to 7:00 p.m., Monday through Friday, and from 7:00 a.m. to 3:00 p.m. on Saturday, except federal, Virginia and local holidays.
- (g) The Chief Animal Control Officer and Deputy Animal Control Officers are available to receive emergency calls or make callbacks at all other hours.
- (h) The Chief Animal Control Officer and Deputy Animal Control Officers patrol streets and other public areas within the County to enforce Chapter 2 of the Arlington County Code and Title 3.2, Chapter 65, of the Code of Virginia.

F. Rabies Testing of Wild Animals

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.

- (1) 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.

- (2) The animal head 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 the ACPHD laboratory for transporting the animal head to the Division of Consolidated Laboratory Services of the Department of General Services in Richmond, Virginia, for rabies testing. The Contractor will notify the ACPHD Laboratory that the specimen is in transit and provide its estimated time of arrival.
- (3) Testing shall follow the Virginia Guidelines for Rabies Prevention and Control, including prompt notification of the DHS/ACPHD/Community Health Protection Bureau designee.

G. Rabies Vaccine Clinics

- (1) The Contractor shall provide at least eight (8) rabies vaccination clinics per year within Arlington County on an approximately monthly basis as a public service to the community; however ACPHD may require additional clinics if there is a demonstrated need. The Contractor will advertise and staff the monthly clinics, and provide all supplies needed.
- (2) The 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 DHS/ACPHD/CHPB designee for acceptable options.
- (3) 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.
- (4) 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).

H. Trap-Neuter-Return Program

The Contractor shall implement a Trap-Neuter-Return ("TNR") program, the goals of which are to humanely manage current feral

cat colonies within the geographical boundaries of Arlington County, prevent such colonies' growth, and ultimately eliminate them.

I. Positive Outcome Goals

The Contractor agrees to take all reasonable steps to reach the following annual positive outcome rates in FY 2015:

Dogs:	90%
Cats:	80%
Small Companion Animals:	90%

Positive outcome rates shall be calculated per the formula cited in subsection L.2.(q), below.

The positive outcome rates for each subsequent Contract Term or Terms shall be mutually determined in writing by the parties in advance for the beginning of the respective year.

J. Other General Responsibilities of the Contractor

The Contractor shall ensure that:

- (1) All of its employees, agents, and volunteers provide appropriate customer service that addresses the needs and questions of citizens looking for services from the Contractor, including, whenever possible, making callbacks within one (1) hour or less after receipt of phone calls.
- (2) All appropriate Contractor staff and volunteers participate in customer service training (with training support from the County, as available), and that records are maintained regarding the training attended by each Contractor employee and volunteer.
- (3) All staff follow the recommendations of the ACPHD, the Virginia Department of Health, including the Guidelines for Rabies Prevention and Control (December, 2009, as amended), and the United States Centers for Disease Control and Prevention regarding the use of pre- and post-exposure prophylaxis, including in the event of a rabies vaccine shortage.
- (4) All staff take appropriate personal protection (barrier) precautions when euthanizing animals and/or during necropsy. At a minimum this should include the following as Personal Protective Equipment ("PPE"): heavy rubber, gloves, laboratory gown and waterproof apron, boots, surgical masks, protective sleeves and a face shield. The Contractor agrees to comply with all local, Virginia, and federal regulations regarding PPE and policies, and to

provide necessary PPE to employees at the Contractor's sole expense.

- (5) Any and all documents requested by the County relating to animal control, impoundment and sheltering services are provided to the County in a timely manner.
- (6) The Contractor takes out and maintains the insurance coverage set forth in Exhibit B to protect the County from liability for work performed pursuant to the Contract by the Contractor, Chief Animal Control Officer and Deputy Animal Control Officers. A fidelity bond in the amount of \$500,000.00 is required for Contractor operating funds and money or checks received for services rendered by the Contractor.
- (7) The Contractor inspects commercial dog breeding locations within Arlington County at least twice each year and, additionally, upon receipt of a complaint or their own motion, ensures compliance with Code of Virginia § 3.2-6553.
- (8) The Contractor inspects pet shops within Arlington that make dogs and/or cats available for sale, to ensure compliance with Code of Virginia §3.2-6512, as amended.

K. Citizen Complaints and Inquiries

The Contractor will respond within three (3) business days to citizen complaints and inquiries, and within three (3) business days to citizen complaints and inquiries forwarded to the Contractor by the County. Complaints and inquiries will be sent to the Executive Director of the Contractor.

If the Executive Director is not available, complaints and inquiries will go to the Chief Animal Control Officer or a Deputy Control Officer, in that order. Upon receipt of a complaint or inquiry made directly by the ACPHD, the Contractor will have two (2) days from receipt of the request (whether verbal, electronic, or in writing) to provide a response. If the Contractor is not able to obtain all the information needed to prepare the response within two (2) 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.

L. Monthly Reports

The Contractor shall submit to the ACPHD, no later than the tenth (10th) working day after the end of the previous month, a written activity report for the previous month, and shall include information appropriate to track: 1) shelter activity, 2) rabies investigations, 3) rabies vaccination clinics, 4) animal cruelty

investigations, Arlington County Code violations, & wildlife calls, and 5) TNR information. Each monthly report shall be presented in the formats shown in Exhibit C and shall include Quarter-To-Date and Year-To-Date summaries.

Regarding Shelter activity, the report shall utilize a modified Asilomar Accords format as shown in Exhibit C and shall include the following:

- (1) The three (3) general categories of animals shall be "dogs," "cats," and "small companion animals".
- (2) For each of these categories and subcategories, the report shall enumerate:
 - (a) Beginning shelter count
 - (b) Intake
 - (i) from the public
 - (ii) Incoming transfers from organizations within Virginia
 - (iii) Incoming transfers from organizations outside Virginia
 - (iv) from owners/guardians requesting euthanasia
 - (v) total intake (i + ii + iii + iv)
 - (c) Owner/guardian requested euthanasia (unhealthy & untreatable only)
 - (d) Adjusted total intake (2.b.(v) minus 2.c)
 - (e) Adoptions
 - (f) Outgoing transfers to organizations within Virginia
 - (g) Outgoing transfers to Organizations outside Virginia
 - (h) Return to owner/guardian
 - (i) Dogs, Cats & small Companion Animals euthanized
 - (i) Healthy (includes owner/guardian requested euthanasia)
 - (ii) Treatable - Rehabilitatable (includes owner/guardian requested euthanasia)
 - (iii) Treatable-Manageable (includes owner/guardian requested euthanasia)
 - (iv) Unhealthy & untreatable (includes owner/guardian requested euthanasia)
 - (v) Total euthanasia [meaning above items (i) + (ii) + (iii) + (iv)]
 - (j) Owner/guardian requested euthanasia (unhealthy & untreatable only)
 - (k) Adjusted total euthanasia (2.i.(v) minus 2.j)
 - (l) Subtotal outcomes (2.e + 2.f + 2.g + 2.l + 2.k)
 - (m) Died in shelter care
 - (n) Lost in shelter care
 - (o) Total outcomes (2.l + 2.m + 2.n)
 - (p) Ending shelter count
 - (q) Positive outcome rate - to be calculated separately for dogs, cats and small companion animals -
$$[(2.e + 2.f + 2.g + 2.h) / 2.l] \times 100$$

(r) For those months in which the positive outcome rate for any category of animal is lower than the annual goal for that category (see A.1. I, above), provide an explanation of the circumstances that led to that result.

(s) Cite Average Length of Stay (in Days) for the period, for each of the following: Dogs, Cats and Small Companion animals

Regarding investigations of possible rabies exposures and results thereof.

The report of possible rabies exposures will include the following:

- (1) Date of investigation
- (2) Number(s) and types of animals investigated (e.g., bat, cat, chipmunk, dog, opossum, rabbit, rex, squirrel, other)
- (3) Type of exposure (animal to animal or animal to human)
- (4) Number of humans possibly exposed
- (5) Number of animals possibly exposed
- (6) Action(s) taken, including 10 day observation; 45 day isolation; 180 day isolation euthanasia/testing
- (7) Outcomes, including released from 10 day observation, euthanized/died in 10 day observation, released from 45 day isolation, euthanized/died in 45 day isolation, released from 180 day isolation, euthanized/died in 45 day isolation.

Regarding rabies vaccine clinics:

- (1) Date, time and location of each clinic
- (2) Numbers and types of animals vaccinated
- (3) Jurisdiction of residence of pet owners
- (4) Totals by animal type and jurisdiction

Regarding animal cruelty investigations, Arlington County Code violations and wildlife calls:

- (1) Activity number
- (2) Date of investigation
- (3) Type of violation
- (4) Animal type
- (5) Address
- (6) Outcome
- (7) Action
- (8) Follow-up

Regarding the Trap-Neuter-Return (TNR) program

1. Number of feral cats received
2. Number of feral cat spay/neuter surgeries performed
3. Number of feral cats returned to colony

4. Number of known feral cat colonies in Arlington
 - a. Location
 - b. Reported number of cats
5. Number of TNR education/outreach programs held
 - a. Date(s)
 - b. Location(s)
 - c. Number of attendees at each
 - d. Comments

M. Work plans; Quarterly Reports; Other Reports

Contractor shall develop and implement work plans, the overarching goals of which shall be to maximize adoptions and positive outcomes and increase public awareness of the Contractor's programs. The work plans shall be shared with ACPHD. Each work plan shall contain a minimum of four sections: 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, and d) the Contractor's expected implementation timeline for the program modifications and communication activities. Work plans shall address, but not be limited to, the following program areas: 1) animal fostering program; 2) animal rescue group utilization; and 3) "Trap/Neuter/Return" plan.

The Contractor shall submit to the ACPHD, no later than the tenth (10th) working day after the end of the previous quarter, a written activity report for the previous quarter regarding its progress on implementing said work plans.

In addition, upon request of the County, the Contractor shall provide additional information as may be needed to respond to the County's business needs, as required by this Contract.

The Contractor must provide to the County a copy of the Contractor's annual Virginia Department of Agriculture and Consumer Services ("VDACS") animal report when it is submitted to VDACS.

The Contractor agrees to cooperate with the ACPHD to provide new, modified or other reporting information when requested by ACPHD, as required by this Agreement, and to proactively apprise ACPHD of controversial and potentially controversial matters, where such matters are reasonably likely to generate local media or political interest, provided that any such new reporting obligations do not materially alter the Scope of Work.

N. Collection of Carcasses

The Contractor agrees that its employees, including the Chief Animal Control Officer and Deputy Animal Control Officers, shall

pick up any animal carcass obstructing traffic in the County. Carcasses posing a threat to public health or safety in Arlington County shall be picked up within twelve (12) hours of notification of the Contractor or the Animal Control Officer. The Contractor shall legally dispose of all carcasses collected hereunder.

O. Audit

The Contractor shall allow the County to audit its financial records in such a way that the County can determine the actual costs to the Contractor of performing all its obligations under the Contract.

P. Vehicles

The Contractor shall establish procedures acceptable to the County to provide for the reporting of and the investigation by the Arlington County Police Department of any accidents involving any of the Contractor's vehicles. Further, any Contractor vehicle involved in an accident shall be brought immediately to the County for safety inspection after a report has been made to the Arlington County Police Department. The Contractor shall use the County's accident report checklist. The Contractor shall provide to the County copies of all vehicle titles and current vehicle registrations. The Contractor shall provide to the County a vehicle replacement schedule, listing all vehicles and including the following information for each vehicle: make, model, model year, year purchased, current mileage, and anticipated replacement date.

Before the commencement of the use of any new vehicle, the Contractor shall secure for that vehicle liability insurance coverage that meets the requirements of the County's Risk Manager. The Contractor shall keep such insurance coverage in full force and effect throughout the Initial Contract Term and any Subsequent Contract Term.

Q. Contractor Liaison with County

The Contractor shall identify and provide the name of an authorized Contractor 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.

2. Obligations of the County

In consideration of performance by the Contractor of all its obligations pursuant to the Contract, the County shall do the following:

- A. The County Board shall appoint at least three (3) Animal Control Officers, one of whom may be deemed by Contractor to be the Chief Animal Control Officer. 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 may dismiss the Chief Animal Control Officer or Deputy Animal Control Officers. If at any time the number of Control Officer Positions employed by the Contractor is less than three (3), the contract price (and corresponding quarterly payments) shall be reduced in an amount sufficient to account for the reduced staff as solely determined by the County Manager.

B. Operation Costs

The County shall pay to the Contractor the Contract Amount set forth in the parties' Contract on the terms set forth therein.

C. Equipment, Vehicles and Support

1. The County shall provide the assistance of the Department of Human Services, ACPHD, to perform services under this Contract under the following circumstances. Such assistance shall include supplemental training 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 Virginia Guidelines for Rabies Prevention and Control. 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 then-current staffing and obligations. 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 from County streets. The County shall provide the Contractor with a monthly list of animal cruelty cases which are investigated by County police officers. 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.
2. 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.

3. The County shall maintain the access road from South Arlington Mill Drive to the Shelter and remove snow and ice from the road within a reasonable time.
4. The County shall designate the area and location within the Trades Center Complex where Contractor vehicles are to be parked overnight.

D. Rabies Fees

ACPHD will work with the Contractor regarding any changes to the fees charged for rabies vaccine clinics.

E. Rabies Testing - County-borne costs

The County shall provide to the Contractor containers to be used to ship animals' heads to the Virginia DCLS. All other costs associated with the transport of animal heads for rabies testing will be the responsibility of the Contractor.

F. Notification to Bite Victims

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.

3. General Provisions

A. Termination

- (1) This Contract may be terminated by either party, with or without cause, upon ninety (90) days written notice to the other party.
- (2) In the event of termination, the Contract Amount shall be prorated to the nearest 365th of the then-current year's Contract Amount (\$3,424.90 for FY 2012) up to and including the termination date. The total payment to the Contractor will be limited to such prorated amount;
- (3) The three (3) County-provided Animal Control Officer vehicles shall be returned to the County on the termination date in good repair and the title certificate is to be executed so as to convey good vehicle title to the County without any encumbrances; and
- (4) All other assistance to the Contractor described in this Agreement shall be discontinued as of the close of business on the termination date.

B. Liability for Claims

The Contractor shall be responsible for, and shall defend against any and all suits, claims or actions for losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, brought against the Contractor, the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its Work called for in the Contract Documents.

C. Notification of Claims

The Contractor shall notify the County immediately of any claim or suit against it relating to its provisions of services under this Agreement.

D. Revisions of Governing Law

The Contractor and the County agree that all references to Code of Virginia and Arlington County Code provisions herein are and shall be deemed to include and refer to such provisions as amended in the future.

EXHIBIT C
PART 1
SHELTER ACTIVITIES MONTHLY REPORT FORM

MONTHLY SHELTER STATISTICS REPORT INCLUDING POSITIVE OUTCOME RATE										
1. SHELTER STATISTICS TABLE										
							DOG	CAT	*SCA	TOTAL
A	Beginning Shelter Count (date)									
	INTAKE (Live Dogs & Cats & SCA)									
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]						0	0	0	0
G	Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only)						0	0	0	0
H	ADJUSTED TOTAL INTAKE [F minus G]						0	0	0	0
I	ADOPTIONS									
J	OUTGOING TRANSFERS to Organizations within Virginia									
K	OUTGOING TRANSFERS to Organizations outside Virginia									
L	RETURN TO OWNER/GUARDIAN									
	DOGS & CATS & SCA EUTHANIZED									
M	Healthy (Includes Owner/Guardian Requested Euthanasia)									
N	Treatable - Rehabilitable (Includes Owner/Guardian Requested Euthanasia)									
O	Treatable - Manageable (Includes Owner/Guardian Requested Euthanasia)									

EXHIBIT C

PART 3

RABIES VACCINATION CLINICS MONTHLY REPORT FORM

Animal Welfare League of Arlington

Period Covered: _____

Quarterly Report
Rabies Vaccination Clinics

	Cat	Dog	Total
Alexandria			
Alexandria City			
Annandale			
Arlington			
Falls Church			
Ft. Belvoir			
Lorton			
McLean			
Reston			
Springfield			
Washington, DC			
Woodbridge			
Total			

EXHIBIT C
PART 5
TRAP-NEUTER-RETURN (TNR)
MONTHLY REPORT FORM

Report Period (month/year): _____

<u>Number of feral cats received</u>				
<u>Number of S/N surgeries performed</u>				
<u>Number of feral cats returned to colony</u>				
<u>Number of known feral cat colonies in Arlington</u>				
• <u>Location</u>				
• <u>Reported number of cats</u>				
<u>Number of TNR education/outreach programs held</u>				
• <u>Date</u>				
• <u>Location</u>				
• <u>Number of Attendees</u>				
• <u>Comment(s)</u>				