



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

**NOTICE OF RENEWAL**

<b>TO:</b> LEGAL SERVICES OF NORTHERN VIRGINIA, INC. 10700 PAGE AVENUE, SUITE 100 FAIRFAX, VA 22030	ORIGINAL DATE ISSUED: <u>07/1/2020</u>  CONTRACT NO: <u>21-DHS-EP-203</u>  CONTRACT TITLE: <u>LEGAL SERVICES</u>
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**THIS IS A NOTICE OF RENEWAL 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-EP-203 including any attachments or amendments thereto.

**EFFECTIVE DATE:** 07/1/2022

**EXPIRES:** 06/30/2023

**RENEWALS:** THIS IS THE 2<sup>ND</sup> YEAR RENEWAL OF A POSSIBLE 5 YEAR CONTRACT.

**EMPLOYEES NOT TO BENEFIT:**

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

**VENDOR CONTACT:** JIM FERGUSON

**VENDOR TEL. NO.:** (703) 778-6800

**EMAIL ADDRESS:** JFERGUSON@LSNV.ORG

**COUNTY CONTACT:** RACHEL COATES, DHS-ADS AGENCY  
ON AGING

**COUNTY TEL. NO.:** (703) 228-1727

**COUNTY CONTACT EMAIL:** RCOATES@ARLINGTONVA.US

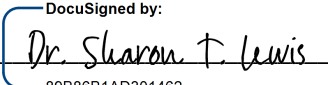
**CONTRACT AUTHORIZATION**

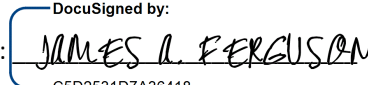
THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

LEGAL SERVICES OF NORTHERN VIRGINIA, INC

Dr. Sharon T Lewis  
PRINT: \_\_\_\_\_

James A. Ferguson  
PRINT: \_\_\_\_\_

SIGNATURE:   
89B86B1AD301462...

SIGNATURE:   
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Purchasing Agent  
TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: 4/1/2022

DATE: 3/29/2022

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

CONTRACT AWARD COVERPAGE

TO: Legal Services of Northern Virginia, Inc.	DATE ISSUED:	July 1, 2020
10700 Page Avenue, Suite 100	CONTRACT NO:	21-DHS-EP-203
Fairfax, VA 22030	CONTRACT TITLE:	Legal Services

**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-EP-203 including any attachments or amendments thereto.

**EFFECTIVE DATE:** July 1, 2020

**EXPIRES:** June 30, 2021

**RENEWALS:** THIS IS THE 1<sup>st</sup> YEAR AWARD NOTICE OF A POSSIBLE 5 YEAR CONTRACT.

**COMMODITY CODE(S):** 96149

**LIVING WAGE:** N

**ATTACHMENTS:**

AGREEMENT No. 21-DHS-EP-203

**EMPLOYEES NOT TO BENEFIT:**

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

VENDOR CONTACT: Jim Ferguson VENDOR TEL. NO.: (703) 778-6800

EMAIL ADDRESS: [JFerguson@lsnv.org](mailto:JFerguson@lsnv.org)

COUNTY CONTACT: Rachel Coates, DHS-ADS Agency on Aging COUNTY TEL. NO.: (703) 228-1727

COUNTY CONTACT EMAIL: [rcoates@arlingtonva.us](mailto:rcoates@arlingtonva.us)

**PURCHASING DIVISION AUTHORIZATION**

Tomeka D. Price Title Procurement Officer Date 7/23/2020

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

**AGREEMENT NO. 21-DHS-EP-203**

THIS AGREEMENT is made, on July 1, 2020, between Legal Services of Northern Virginia, Inc., 10700 Page Avenue, Suite 100, Fairfax, VA 22030 ("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
- Exhibit A – Scope of Work
- Exhibit B – Business Associate Agreement

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

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"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to provide legal services, legal representation, advice, and counsel) as set forth in the Contract Documents, to low-income, disabled and elderly Arlington County residents (age 60 and above). It will be the Contractor's responsibility, at its sole cost, to provide the specific 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 July 1, 2020 and must be completed no later than June 30, 2021 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from

July 1, 2021 to June 30, 2025 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

**5. CONTRACT AMOUNT**

The County will pay the Contractor in accordance with the terms of the Payment section below and in the amount of \$452,455.00 for the Contractor's completion of the Work as required by the Contract Documents. Of the \$452,455.00, \$22,000 is offset by a federal grant. In case the County will not be awarded the annual grant amount of \$22,000, the County may change the Scope of Work to reflect the funding change. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in the Contract Amount unless those additional goods or services are covered by a fully executed amendment to this Contract.

**6. PAYMENT**

The Contractor must submit eleven monthly invoices in the amount of \$37,705.00 and the twelfth invoice in the amount of \$37,700.00 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 forty-five (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.

**7. REIMBURSABLE EXPENSES**

The County will not reimburse the Contractor for any expenses under this Contract. The amount in the Contract Amount includes all costs and expenses of providing the services described in this Contract.

**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.