

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

NOTICE OF AWARD OF CONTRACT

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

DATE ISSUED: JUNE 29, 2011

CURRENT REFERENCE NO: 430-10

CONTRACT TITLE: ANIMAL CONTROL SERVICES

PRIOR REFERENCE NO: 238-10

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.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective JULY 1, 2011 and expires on JUNE 30, 2012.

This is the FIRST year award notice of a possible THREE year contract.

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

CONTRACT PRICING:

REFER TO ATTACHED AGREEMENT NO. 430-10

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

TAX IDENTIFICATION NUMBER (EIN/SSN): 54-0603502

COUNTY CONTACT: LYN HAINGE COUNTY TEL. NO.: 703-228-5583

CONTRACT AUTHORIZATION

DISTRIBUTION


IVETTE GONZALEZ
PROCUREMENT OFFICER

6/28/11
DATE

BID FOLDER: 1

**ARLINGTON COUNTY, VIRGINIA
DEPARTMENT OF MANAGEMENT AND FINANCE
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201-5445
AGREEMENT NO. 430-10**

THIS AGREEMENT ("Agreement") is made, on the date of execution by the County, 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") (collectively "parties"). The County and the Contractor, for the consideration herein specified, agree as follows:

CONTRACT DOCUMENTS

The "Contract Documents" consist of this Agreement, Exhibit A ("Scope of Work"), Exhibit B ("Insurance Requirements"), and Exhibit C ("Monthly Report Forms"). 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 shall prevail over the terms of the other Contract Documents.

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 of them has made any representation or promise with respect to their agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to their agreement are expressly contained therein. If any conflict exists between the Contract Documents and provisions of the laws of the Commonwealth of Virginia applicable to the provision of animal pound, shelter, and control services, Virginia law shall control. The Contract Documents may be referred to as "the Contract".

1. PROJECT OFFICER

The performance of the Contractor required by the Contract is subject to the general control, review and approval of the County's project officer ("Project Officer"), who shall be appointed by the Director of the Arlington County Department of Human Services or his or her designee. It shall be the responsibility of the Contractor to manage the details of the execution and performance of its work provided pursuant to this Agreement.

2. SCOPE OF WORK

The Contractor agrees to perform animal pound and animal control services, and other services related thereto, as described in the Contract Documents, namely Exhibit A, including the operation of the County's animal shelter. The Contractor also will assist the County in enforcing Virginia laws and Arlington County ordinances through the Contractor's employees, an animal control officer ("Animal Control Officer") and deputy animal control officers ("Deputy Animal Control Officers"). Collectively, the responsibilities set forth in this paragraph and in Exhibit A shall be known as "the Work".

The Contract Documents set forth the minimum work expected by the County and the Contractor to be necessary to fulfill the Contractor's Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and other related services to fulfill the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall be responsible for the professional quality and coordination of services furnished by the Contractor pursuant to the Contract. The Contractor shall be responsible for complying with all local, state, and federal laws in its operations, including its relationships with employees and its provision of personal protective gear for employees' use at work.

4. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The County's review, approval, acceptance of, or payment for any services required pursuant to this Contract shall not be construed to operate as a waiver by the County of any rights or of any cause of action arising out of the Contract. The Contractor shall be and remain liable to the County for the accuracy and competency of services rendered to the County and its citizens.

5. TIME OF COMPLETION

The Work to be performed pursuant to this Contract shall commence an initial term beginning at 12:01 a.m. Eastern Daylight Time on July 1, 2011, and ending at 12:00 a.m. Eastern Daylight Time on June 30, 2014 ("Initial Contract Term"), subject to any modifications made to this Contract in the manner described in the Contract Documents. The Contractor agrees that the time for completion of the Work as described in the Contract Documents shall govern unless specifically amended in writing by the parties, and that no claims for early completion may be presented by the Contractor to the County.

6. CONTRACT EXTENSIONS

This Contract may, at the conclusion of the Initial Contract Term, be renewed by the County at its sole option for up to two (2) additional one (1)-year terms ("Subsequent Contract Term" or "Subsequent Contract Terms") on the same terms and conditions stated in the Contract.

7. CONTRACT AMOUNT

This is a fixed-price-per-annum contract for all of the deliverables cited in this Agreement and in Exhibits A and C. During the first year of the Initial Contract Term (FY 2012), the County will pay the Contractor an amount not to exceed One Million Three Hundred Sixty Thousand Nine Hundred Eight Dollars and No Cents (\$1,360,908.00) ("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 second and third years of the Initial Contract Term (FY 2013 and 2014, 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.

8. PAYMENT

During the first year of the Initial Contract Term, payment of the Contract Amount will be made in four (4) equal quarterly payments of Three Hundred Forty Thousand Two Hundred Twenty-Seven Dollars and No Cents (\$340,227.00) by the County to the Contractor, no later than July 10, 2011, September 10, 2011, January 10, 2012, and March 10, 2012. During the second and third 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.

9. TERMINATION FOR CAUSE

The Contract will remain in force for the Initial Contract Term and any Subsequent Term, if the County elects to extend this Contract into a Subsequent Contract Term, and shall continue until the County determines that all requirements and conditions have been met and the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or otherwise has failed to perform satisfactorily the Work required in accordance with customary standards of care or if the Contractor otherwise defaults, as determined by the County in its sole discretion.

In the event the County decides to terminate the Contract due to the Contractor's failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure within the fifteen (15) day period specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor within customary standards of care and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract. Such a request, with all supporting documentation, must be submitted to the Project Officer within fifteen (15) days after the date the termination takes effect. The County may accept or reject, in whole or in part, the Contractor's application for termination-related costs and notify the Contractor of same within a reasonable time thereafter.

In the event the County terminates the Contract for default of any Contract term or condition, the termination will be immediate after notice by the

County to the Contractor, unless the County in its discretion provides for an opportunity to cure, and the Contractor will not be entitled to termination costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either subtracted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor will be liable to the County (and the County shall be entitled to recover from the Contractor) for all damages to which the County is entitled to recover by this Contract or by law, including, without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney's fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

10. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work pursuant to this Contract may be terminated by the County's Purchasing Agent in whole or in part whenever the Purchasing Agent determines that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work pursuant to this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination, and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; shall place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the Work not terminated; shall immediately transfer all documentation and paperwork for terminated work to the County; and shall terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

11. ADDITIONAL SERVICES

No services other than those described in the Contract Documents are authorized by this Contract unless the services are covered by a written amendment signed by both parties, and a County purchase order is issued that covers the expected cost of such other services.

12. NOTICES

All notices and other communications made pursuant to the Contract shall be deemed to have been properly given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Neil Trent, Executive Director
The Animal Welfare League of Arlington, Virginia, Inc.
2650 South Arlington Mill Drive
Arlington, VA 22206

TO THE COUNTY:

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

WITH A COPY TO:

Ms. Evelyn Poppell, Community Health Protection Bureau Chief
Arlington County Public Health Division
800 S. Walter Reed Dr.
Arlington, VA 22204

13. 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 Chapter 11 and its applicability to this Contract, the Contractor may contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, telephone number (703) 228-3060.

14. AUTHORITY TO TRANSACT BUSINESS

The Contractor covenants that it is authorized to transact business in the Commonwealth of Virginia. The County may require the Contractor to provide documentation prior to the County executing this Contract which: 1) clearly identifies the complete name and legal form of the Contractor, and 2) establishes that the Contractor is authorized to transact business in the Commonwealth of Virginia. Failure of the Contractor to provide such documentation shall be grounds for termination of the Contract.

15. NON-DISCRIMINATION NOTICE

The County does not discriminate against faith-based organizations.

16. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County

for work performed by any subcontractor in fulfillment of the Contractor's Work pursuant to the Contract Documents:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor pursuant to the Contract Documents; 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, together with a written statement of the reason for the Contractor's nonpayment.

The Contractor is obligated to pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by a subcontractor pursuant to the Contract, except for amounts withheld as allowed in subparagraph (B) above. Unless otherwise provided in the Contract, interest shall accrue at the judgment rate of six percent (6%) per annum.

The Contractor shall include in each of its subcontracts 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 the terms herein 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.

17. AUDIT

The Contractor agrees to retain all books, records and other documents related to this Contract and the Contractor's Work performed hereunder for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above-described documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects to such destruction or disposition the Contractor shall not destroy or dispose of the records.

18. PROJECT STAFF AND SUPERVISION BY CONTRACTOR

The County will, throughout the Initial Contract Term and any Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees shall be solely the responsibility of the Contractor. The Contractor by its authorized representative's signature hereinbelow acknowledges its responsibility to comply with the

staff and officer certification requirements contained in Title 3.2, Subtitle V, Chapter 65, of the Code of Virginia, 1950, as amended. The Contractor shall at all times enforce strict discipline and good order among the workers performing work pursuant to this Contract, and shall not employ any person on the Work who is not reasonably proficient in the work assigned.

19. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes within the general scope of the Work, which may consist of additions, deletions, or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the Contract or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and documentation supporting the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided pursuant to the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work without additional remuneration.

20. NON-APPROPRIATION

All funds for payments by the County pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of non-appropriation of funds by the County Board of Arlington County for the goods or services required by this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the current fiscal year or when the appropriation made for the current year for the goods and/or services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County Board of Arlington County shall not be obligated by this Contract beyond the date of termination.

21. COUNTY EMPLOYEES

No employee of Arlington County, Virginia, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

22. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of the Work, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, sexual orientation, national origin, age, disability or any other basis prohibited by Virginia or federal law related to discrimination in employment except where there is a *bona fide* occupational qualification reasonably necessary to the normal operations of the Contractor. 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. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with Virginia or federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of these paragraphs A through E.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly- and privately-provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than Ten Thousand Dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

23. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's 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 marijuana or any other controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of 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 Ten Thousand Dollars (\$10,000.00) so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done by the Contractor in connection with this Contract.

24. INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the County Board of Arlington County, Virginia, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for the purposes of this section) from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, made by third parties or by the County, resulting from, arising out of, or in any way connected with the Contractor's or its employees' or agents' negligent,

grossly negligent, or intentional acts or omissions in performance or nonperformance of the Work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County to the Contractor, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify the County, the Contractor shall be liability for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorney's fees incurred and settlements or other payments made.

25. COUNTY PURCHASE ORDER REQUIREMENT

County purchases of goods in an amount more than Five Thousand Dollars (\$5,000.00) per transaction and purchases of services more than Five Hundred Dollars (\$500.00) per transaction are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods more than Five Thousand Dollars (\$5,000.00) per transaction or purchases of services more than Five Hundred Dollars (\$500.00) per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods and/or services without a signed County Purchase Order, it does so at its own risk, and must satisfy itself that the ordering person or agency is authorized to purchase goods and/or services in the name of the County.

26. FAILURE TO DELIVER

In case of failure to deliver goods and/or services in accordance with the terms and conditions contained in the Contract Documents, the County, after due oral or written notice, may procure the same or similar goods and/or services from other sources and the Contractor shall be liable and responsible for any resulting additional purchase and administrative costs, provided that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a reduced price to be determined solely by the County. This remedy shall be in addition to any other remedies that the County may have pursuant to this Contract or under law. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

27. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, 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, 1950, as amended. The Contractor certifies that its performance of this Contract is made without collusion or fraud and 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 Contract 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.

28. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to strikes, fires, riots, rebellions, or other force majeure beyond the control of the Contractor that makes performance impossible or illegal, unless otherwise specified herein or hereunder.

The County shall not be held responsible for failure to perform the duties and responsibilities imposed herein and hereunder if such failure is due to strikes, fires, riots, rebellions, or other force majeure beyond the control of the County that makes performance impossible or illegal, unless otherwise specified herein or hereunder.

29. ASSIGNMENT

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

30. APPLICABLE LAW

This Contract and the work performed pursuant hereto shall be governed in all respects by the laws of the Commonwealth of Virginia and, when applicable, those of the United States. The jurisdiction, venue, and forum for any litigation with respect hereto shall be in the Circuit Court of Arlington County, Virginia, and in no other court. In performing the Work under the Contract Documents, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

31. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

32. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all right, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire pursuant to the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods and/or services purchased or acquired by the County pursuant to this Contract.

33. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or agents will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, 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, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any

insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

34. ARLINGTON COUNTY PURCHASING RESOLUTION

The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for contractual disputes, administrative appeals, and protests are available upon request from the Office of the Purchasing Agent.

35. ARBITRATION

It is expressly agreed that no provision of or duty arising from this Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

36. REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least 30% recycled-content and/or tree free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g., separate title sheets or chapter dividers) should be avoided.

37. OWNERSHIP, CONFIDENTIALITY AND RETURN OF RECORDS

The parties agree that all data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral, or electronic, and all documents generated by the Contractor, its employees or its subcontractors as a result of the County's request for services pursuant to this Contract and the Contractor's Work hereunder are the property of the Contractor ("Record" or "Records"). The Contractor shall not use, willingly allow, or cause the Records to be used for any purpose other than performance of the Contractor's obligations pursuant to this Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records, and that neither the Records nor their contents

shall be released by the Contractor, its subcontractors, or other parties under the control of the Contractor; nor shall the Records' contents be disclosed to any person other than the Project Officer or his or her designee.

At the County's request, the Contractor shall deliver any or all Records, including printed copies of otherwise unprinted computer records, to the Project Officer or his or her designee, and, at the County's request, shall destroy all computer records created as a result of its performance of its duties pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to the Contractor's performance of its duties pursuant to this Contract. No termination of this Contract shall have the effect of rescinding, terminating, or otherwise invalidating this paragraph or the foregoing paragraphs.

38. INSURANCE

The Contractor will provide evidence of insurance coverage described and required in Exhibit B before the start of work pursuant to this Contract.

39. NONEXCLUSIVITY OF REMEDIES

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

40. AMENDMENTS

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

41. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

42. HEADINGS

Headings used in this Agreement are intended only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

The County Board of Arlington County, Virginia

By: [Signature]

Printed name: R.D. WARREN, JR.

Title: PURCHASING AGENT

Date: 6/28/11

The Animal Welfare League of Arlington, Virginia, Incorporated

By: [Signature]

Printed name: NEIL TRENT

Title: EXECUTIVE DIRECTOR

Taxpayer ID No. 54- 0603502

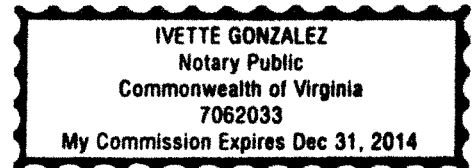
Date: 6/22/11

COMMONWEALTH OF VIRGINIA,
City / County of Arlington, to wit;

I, Ivette Gonzalez, a Notary Public in and for the aforesaid jurisdiction, do hereby acknowledge that the foregoing document was attested to by Richard Warren, the Purchasing Agent of Arlington County, Virginia, under oath, on this the 28 day of June 2011.

[Signature]
Notary Public

My Commission number: 7062033
My Commission expires: 12/31/14



COMMONWEALTH OF VIRGINIA,
City / County of Arlington, to wit;

I, Debra R. Rose, a Notary Public in and for the aforesaid jurisdiction, do hereby acknowledge that the foregoing document was attested to by Neil W. Trent, the Executive Director of the Animal Welfare League of Arlington County, Virginia, Incorporated, under oath, on this the 22 day of June 2011.

[Signature]
Notary Public

My Commission number: 196266
My Commission expires: 1-31-13

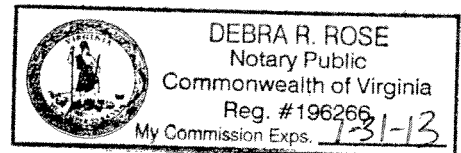


EXHIBIT A
SCOPE OF WORK

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 Animal Control Officer, and Deputy Animal Control Officers; 2) animal 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 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.
- (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 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 Animal Control Officer and 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 feed, 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 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 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 Animal Control Officer and the Deputy Animal Control Officers shall pick up all stray dogs found running at large.
 - (e) The Animal Control Officer 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 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 Animal Control Officer and Deputy Animal Control Officers are available to receive emergency calls or make callbacks at all other hours.
- (h) The 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. Pet Evaluation Matrix

The Contractor shall update its Pet Evaluation Matrix ("PEM"), as described in the Asilomar Accords, during the first year of the Initial Contract Term. The purpose of the PEM is to create criteria for the behavioral and medical assessment of dogs and cats. The process shall include community input in at least two ways:

- (1) Convening and utilizing an advisory panel, including, but not limited to, representatives of the following groups: veterinarians, animal behaviorists, feral cat advocates, rescue group members, shelter volunteers, and local animal welfare advocates; and
- (2) Obtaining public comment on the draft PEM including, but not limited to, public meetings and opportunities for written comments.

J. Positive Outcome Goals

The Contractor agrees to take all reasonable steps to reach the following positive outcome rates in FY 2012:

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

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

The positive outcome rates for FY 2013 and FY 2014 (the second and third years of the Initial Contract Term) and in any Subsequent Contract Term or Terms shall be mutually determined in writing by the parties in advance for the beginning of the respective year.

K. 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, 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 § 3.2-6555.

L. 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 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.

M. 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, 5) wildlife calls, and 6) progress on workplans as those plans are defined in Section N (below). Each monthly report shall be presented in the formats shown in Exhibit C.

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 - Rehabilitatible (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 - $[(2.e+ 2.f + 2.g + 2.h)/2.l] \times 100$

Regarding rabies investigations and results, the report will include the following:

- (1) Number of investigations
- (2) Types of animals investigated (e.g., bat, cat, chipmunk, dog, opossum, rabbit, rex, squirrel, other)
- (3) Action taken, including observation, isolation, euthanasia/testing

- (4) Disposition, including released from observation, died in observation, test results (positive or negative)

Regarding rabies vaccine clinics:

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

Regarding animal cruelty investigations and Arlington County Code violations:

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

Regarding 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

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 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.

The Contractor shall coordinate with the County's Equipment Division specifications for all vehicle procurements to achieve standardization and compliance with County policy. The Contractor shall dispose of all surplus vehicles, in accordance with instructions from the County's Equipment Division, through public auction by an auctioneer under contract with the County. 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.

R. Workplans

Contractor shall develop and implement workplans, the overarching goals of which shall be to maximize adoptions and positive outcomes and increase public awareness of the Contractor's programs. The workplans shall be shared with ACPHD, and the Contractor's progress on implementing the workplans shall be reported monthly. Each workplan 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. Workplans 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.

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 one Animal Control Officer and two (2) 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 may dismiss an Animal Control Officer or Deputy Animal Control Officer. If at any time the number of Control Officers 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 B

INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage required below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverage must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be in accordance with the following terms, conditions, types, and minimum coverage amounts:

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, Maryland.

Commercial General Liability - \$1,000,000 combined single limit coverage with \$1,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insureds in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent of Arlington County, Virginia."

Contract Identification - The insurance certificate shall state this Contract's number and title.

Business Automobile Liability - \$500,000 Combined Single Limit (Owned, non-owned and hired).

The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work.

The Contractor shall be as fully responsible to the County for the negligent and intentional acts and omissions of its subcontractors and of persons employed by it as it is for negligent and intentional acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the alternative coverage are submitted to and acceptable to the County.

EXHIBIT C
PART 1
SHELTER ACTIVITIES MONTHLY REPORT FORM

MONTHLY SHELTER STATISTICS REPORT INCLUDING POSITIVE OUTCOME RATE		DOG	CAT	*SCA	TOTAL
1. SHELTER STATISTICS TABLE					
A	Beginning Shelter Count (date)				
	INTAKE (Live Dogs & Cats & SCA) From the Public				
B	Incoming Transfers from Organizations within Virginia				
C	Incoming Transfers from Organizations outside Virginia				
D	From Owners/Guardians Requesting Euthanasia				
E					
F	Total Intake [B + C + D + E]	0	0	0	0
G	Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only)				
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)				

P	Unhealthy & Untreatable (Includes Owner/Guardian Requested Euthanasia)																					
Q	Total Euthanasia [M + N + O + P]									0							0			0		
R	Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only)																					
S	ADJUSTED TOTAL EUTHANASIA [Q minus R]									0							0			0		
T	SUBTOTAL OUTCOMES [I + J + K + L + S] Excludes Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only)									0							0			0		
	DIED OR LOST IN SHELTER/CARE																					
U	Died																					
V	Lost																					
W	TOTAL OUTCOMES [T + U+V] Excludes Owner/Guardian Requested Euthanasia (Unhealthy or Untreatable Only)									0							0			0		
X	ENDING SHELTER COUNT (date)																					
	2. POSITIVE OUTCOME RATE CALCULATION																					
Y	POSITIVE OUTCOME RATE (I + J + K + L) / (T) x 100																	DOG	CAT	SCA	TOTAL	
																		0 %	0 %	0 %	0 %	
	* Small Companion Animals																					

EXHIBIT C
PART 2
RABIES INVESTIGATIONS MONTHLY REPORT FORM

Animal Welfare League of Arlington Quarterly Report Period Covered: _____
 Rabies Investigations

Disposition	Contact	Pos Expos	Skin Broken	Test Only	Total
Type of Anima	Status				
Bat	NEG				
	No Test				
	Total				
Cat	NEG				
	No Test				
	Total				
Chipmunk	NEG				
	No Test				
	Total				
Dog	NEG				
	No Test				
	Total				
Opossum	NEG				
	No Test				
	Total				
Rabbit SH	NEG				
	No Test				
	Total				
REX	NEG				
	No Test				
	Total				
Squirrel	NEG				
	No Test				
	Total				
Other	NEG				
	No Test				
	Total				
TOTAL					

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			

