NOTICE OF RENEWAL OF CONTRACT

TO: WITT GROUP HOLDINGS, LLC
1501 M STREET, NW
WASHINGTON, DC 20005

DATE ISSUED: APRIL 30, 2012

CONTRACT NO: 128-11-2
CONTRACT TITLE: OEM - EMERGENCY STAFFING

THIS IS A NOTICE OF RENEWAL OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Renewal is effective MAY 1, 2012 and expires on APRIL 30, 2013.

This is the FINAL year of a possible FIVE year contract.

The contract documents consist of the terms and conditions of Agreement No. 17-08-2 including any exhibits attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO AGREEMENT 17-08-2 AS AMENDED
2) PRICING FOR THIS RENEWAL TERM REMAINS THE SAME AS THE PREVIOUS TERM. PRICE ADJUSTMENTS FOR EXTENSION OPTIONS OTHERWISE BASED ON AUGUST CPI-U.

ATTACHMENT:
AGREEMENT NO. 17-08-2 AS AMENDED

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

VENDOR CONTACT: NATHAN WEINMAN
VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: JEFF BERGIN

TELEPHONE NO.: 202-585-0785
EMAIL ADDRESS: NWEINMAN@WITTASSOCIATES.COM

TELEPHONE NO.: 703-228-7939
EMAIL ADDRESS: JBERGIN@ARLINGTONVA.US

CONTRACT AUTHORIZATION

[Signature]
Mr. Ashley Barnes
Procurement Officer

Date: 4-30-12

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
This Amendment Number 4 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 17-08-2 as amended by Amendment Nos. 1, 2 and 3 (Main Agreement) and made between Witt Group Holdings, LLC, 1501 M Street, NW, Washington, DC 20005 (Contractor) and the County Board of Arlington County, Virginia (County).

Whereas the County and the Contractor desire to amend the Contract Term under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

EXHIBIT A (SCOPE OF WORK) SHALL BE AMENDED AS FOLLOWS:
Add Emergency Planning to Scope of Work after the paragraph “Advising Arlington County of hazard mitigation opportunities”:

Emergency Planning
Develop or update emergency response and recovery plans as requested to meet current federal, state, and local requirements including the National Incident Management System (NIMS), National Response Framework (NRF), Emergency Management Accreditation Program (EMAP), Comprehensive Preparedness Guide (CPG) 101.

EXHIBIT B (CONTRACT RATES) SHALL BE AMENDED AS FOLLOWS:
Add the following Staff Titles, Hourly Rates and Job Descriptions:

<table>
<thead>
<tr>
<th>Project Coordinator for Preparedness</th>
<th>$180.95</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manages daily activities of all contract support personnel. Develops work plans and strategies for completing all necessary tasks as identified in the scope of work. Supervises the work of assigned staff, coordinates preparedness processes and efforts, provides quality control and quality assurance for preparedness products, works with staff to correct deficiencies. Conducts evaluations of preparedness protocols and structures and offers recommendations for improvements.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Senior Preparedness Subject Matter Expert</th>
<th>$230.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provides specialized technical support and subject matter expertise for the development, evaluating, and maintenance of preparedness plans, including internal technical reviews.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Planner</th>
<th>$129.50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assists in the organizing, developing, coordinating, evaluating, and maintenance of response, recovery, and/or mitigation plans.</td>
<td></td>
</tr>
</tbody>
</table>
All other terms and conditions of the Main Agreement, as amended (if applicable) shall remain in full force and effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: 
NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT
DATE: 1/10/12

WITT GROUP HOLDINGS, LLC.

AUTHORIZED SIGNATURE: 
NAME AND TITLE: BARRY W. SCANLON, President
DATE: 1/4/12

TAXPAYER ID (SSN/EIN): 27-2783923
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 17-08-2
AMENDMENT NUMBER 3

REFERENCE NUMBER 132-10-2

This Amendment Number 3 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 17-08-2 as amended by Amendment Nos. 1 and 2 (Main Agreement) and made between James Lee Witt Associates, a part of GlobalOptions, Inc., 1501 M Street, NW, Washington, DC 20005 (Contractor) and the County Board of Arlington County, Virginia (County).

Whereas the County and the Contractor desire to amend the Contract Term under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

Assignment of this Agreement is approved:

CHANGE: All references to the Contractor’s name, James Lee Witt Associates, a part of GlobalOptions, Inc. to now read: Witt Group Holdings, LLC.

CHANGE: all references to the Contractor’s Taxpayer ID number to read: 27-2783923.

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT

DATE: 12/31/10

JAMES LEE WITT ASSOCIATES

NAME AND TITLE: PATZ FELTS, CFO

DATE: 12/6/10

TAXPAYER ID (SSN/EIN): 52-2130927

AUTHORIZED SIGNATURE:

AUTHORIZED SIGNATURE:
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 17-08-2
AMENDMENT NUMBER 2

REFERENCE NUMBER 132-10-2

This Amendment Number 2 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 17-08-2 as amended by Amendment No. 1 (Main Agreement) and made between James Lee Witt Associates, 1501 N Street, NW, Washington, DC 20005 (Contractor) and the County Board of Arlington County, Virginia (County).

Whereas the County and the Contractor desire to amend the Contract Term under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

CHANGE THE "CONTRACT TERM" PARAGRAPH TO READ AS FOLLOWS:

CONTRACT TERM
Work under this Agreement shall continue from May 1, 2010 until April 30, 2011 (second "Subsequent Contract Term"), subject to any modifications as provided for in the Contract Documents for the Contract Term. No Work shall be deemed complete until it is accepted by the Project Officer. Upon satisfactory performance of the Contractor the County may, through issuance of a Notice of Award, authorize continued operations of the Contractor under the same contract unit prices for not more than two (2) additional twelve (12) month periods (each period is referred to as "Subsequent Contract Term"). Notwithstanding anything herein to the contrary, the Contract Amount for extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term.

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE:

NAME AND TITLE: RICHARD D. WARREN, JR.
DATE: 3/10/10

JAMES LEE WITT ASSOCIATES

AUTHORIZED SIGNATURE:

NAME AND TITLE: KEN BURRIS COO
DATE: 3/3/10
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 17-08-2
AMENDMENT NUMBER 1.

REFERENCE NUMBER 162-09-2

This Amendment Number 1 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 17-08-2 (Main Agreement) and made between James Lee Witt Associates, 1501 M Street, NW, Washington, DC 20005 (Contractor) and the County Board of Arlington County, Virginia (County).

Whereas the County and the Contractor desire to amend the Contract Term under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

CHANGE THE "CONTRACT TERM" PARAGRAPH TO READ AS FOLLOWS:

CONTRACT TERM
Work under this Agreement shall continue from May 1, 2009 until April 30, 2010 (first "Subsequent Contract Term"), subject to any modifications as provided for in the Contract Documents for the Contract Term. No Work shall be deemed complete until it is accepted by the Project Officer. Upon satisfactory performance of the Contractor the County may, through issuance of a Notice of Award, authorize continued operations of the Contractor under the same contract unit prices for not more than three (3) additional twelve (12) month periods (each period is referred to as "Subsequent Contract Term"). Notwithstanding anything herein to the contrary, the Contract Amount for extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term.

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE:

NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT
DATE: 4-16-09

JAMES LEE WITT ASSOCIATES

AUTHORIZED SIGNATURE:

NAME AND TITLE: Barry W. Scanlon, President
DATE: 04-15-09
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 17-08-2

THIS AGREEMENT is made, on the date of execution by the County, between James Lee Witt Associates, a part of GlobalOptions, Inc., 1501 M Street, NW, Washington, DC 20005 (Contractor), a Delaware corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (County). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of Work), Exhibit B (Contract Rates), and Exhibit C (Nondisclosure 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 shall prevail over 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 this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract.

SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (alternatively, the "Work"). The primary purpose of the Work is to provide to the County staffing of the County Emergency Operation Center during emergency events. The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Office of Emergency Management, or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Contract.

CONTRACT TERM
Work under this Agreement will commence upon County's execution of this Agreement and shall continue until April 30, 2009 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the
parties, authorize continued operations of the Contractor for not more than four additional twelve (12) month periods from May 1, 2009 to April 30, 2013 (each period is referred to as "Subsequent Contract Term").

CONTRACT AMOUNT
The County will pay the Contractor for the services required and accepted by the County Project Officer in accordance with the terms of the Payment paragraph and Exhibit B, subject to the terms and conditions in the Contract Documents. The Contractor agrees that it shall complete the Work for at the rates specified in Exhibit B unless such rates are modified as provided in this Agreement. The Contract Rates include all of Contractor's costs and fees (profit).

PAYMENT
Payment will be made by the County to the Contractor within 30 days after receipt by the County Project Officer of an invoice for Work done which is reasonable and allocable to the Agreement and which has been performed to the satisfaction of the Project Officer.

ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and paid for by the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County Purchase Order is issued covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit B unless otherwise agreed.

ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

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.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation 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.

17-08-2
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 federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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 over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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 a controlled substance or marijuana 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 over $10,000, 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 in connection with a specific contract awarded to a contractor in accordance with the Arlington County Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") 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, 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 by the Contract Documents. This indemnification shall survive the termination of this Contract.
COUNTY PURCHASE ORDER REQUIREMENT

County purchases of goods over $5,000.00 per transaction and purchases of services over $500 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 over $5,000 per transaction or purchases of services over $500 per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

FAILURE TO DELIVER

In case of failure to deliver services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer 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 purchase 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.

LIABILITY

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 Force Majeure, beyond the control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the County, that make performance impossible or illegal, unless otherwise specified in the Contract.
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.

APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

AUTHORITY TO TRANSACT BUSINESS
Any firm or entity submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia.

IMMIGRATION REFORM AND CONTROL ACT OF 1986
The Contractor certifies that it does not, and will not during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

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

RELATION TO COUNTY
The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees 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.

Contractor and its personnel shall not have authority to sign any documents on behalf of the County Board, unless specifically authorized by action of the Board. Contractor and its employees shall not represent or hold out to others that they are agents or employees of the County.
DELIVERY
All goods are purchased F.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.

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 considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent.

ARBITRATION
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

PATENTS AND ROYALTIES
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") 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, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

CONFIDENTIALITY AND RETURN OF RECORDS
The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under 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 work pursuant to this Agreement.

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

COPYRIGHT
The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Agreement. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Agreement, the Contractor's remedy in the event of termination of or dispute over the terms of this Agreement shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work under this Contract.

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 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 that remain unpaid after seven (7) 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 b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
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 above provisions 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.

AUDIT
The Contractor agrees to retain all books, records and other documents related to this procurement 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 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, shall not dispose of the records.

PROJECT STAFF
The County will, throughout the Contract Term and any renewal 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, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

SUPERVISION BY CONTRACTOR
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

SAFETY
The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency Standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).
The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the award.

CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
The Contract Rates shall remain firm for the first twelve (12) months of the Contract Term. The Contract Rates for each ensuing Contract year, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the Contract Rates for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in August of each Contract Year.

If the Contractor and the County do not agree on a rates using the procedure set forth above by the thirtieth (30th) day prior to the end of the initial Contract Term or the end of ensuing renewal term or terms, the County will terminate the Contract whether or not the County has previously elected to extend the term. The Contract Rates changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the ensuing renewal term or terms.

PAYMENT TERMS
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the work within the general scope of the work consisting 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 project 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 supportive documentation for 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 under 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.

NONAPPROPRIATION
All funds for payments by the County under 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 nonappropriation of funds by the County Board of Arlington County for the goods or services provided under 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 then current fiscal year or when the appropriation made for the then current year for the 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 under this Contract beyond the date of termination.

TERMINATION FOR DEFAULT
The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily 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 following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for 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 the default within the fifteen (15) days 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 and allocable to the Contract and accepted by the County prior to such termination. However, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract.

Except as otherwise directed by the County, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of 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 default 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.

TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine 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 under this Contract is terminated and the date upon which such termination becomes effective.

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; 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; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable
requirement in the past. The Contractor further understands that the County may require services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in this Contract.

INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage 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 coverages 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:

Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

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 Commercial 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 insured 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, 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 acts and omissions of its subcontractors and of persons employed by them as it is for 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 coverages are submitted to and acceptable to the County.

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.

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

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 judgement 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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON

JAMES LEE WITT ASSOCIATES

TAXPAYER ID (SSN/EIN): 52-2130927

AUTHORIZED SIGNATURE:

NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT

DATE: 1/9/08

AUTHORIZED SIGNATURE:

NAME AND TITLE: Thomas P. Orzech President

DATE: 05/06/08
EXHIBIT A

SCOPE OF WORK

The Contractor shall provide to the County personnel who have operational efficiency in the Incident Command System/National Incident Management System (ICS/NIMS) to augment and provide additional capacity to the County’s Emergency Operations Center (EOC) under the directions of County staff.

General

At the request of the Arlington County Director of the Office of Emergency Management (OEM) or designee, the Contractor shall provide ICS/NIMS trained personnel to staff the EOC supporting the command and general staff in the areas of operations, planning, logistics and administration/finance during a protracted emergency event. Under the direction of County staff, contractors will prepare damage assessments, situation reports, incident action plans, and other documents in support of EOC operations.

The Contractor personnel shall be embedded with OEM staff and shall function as an integral part of the EOC staffing, but decision making authority shall remain with County OEM staff.

The Contractor personnel shall have technical and operational expertise specifically focused in the areas of EOC operations requested by the OEM Director, to include subject matter experts specifically focused in the areas of emergency and disaster management, incident command, NIMS, emergency response, and debris removal.

Inspecting damage sites

At the request of OEM, the Contractor shall ensure that inspected damages are correctly documented, based on available documentation and known/discovered conditions. Contractor’s staff shall foster an open dialogue between the County, Federal Emergency Management Agency (FEMA) and the Commonwealth of Virginia, ensuring that inspections and damage documentation are at the forefront of the operation. Contractor shall prepare initial damage assessments. The Contractor shall assign to this task staff that has been trained by the Commonwealth of Virginia and/or FEMA as Public Assistance Coordinators and Project Officers and who completed FEMA’s Ops I and II courses, as well as other training in mitigation, insurance, engineering and additional areas, to ensure a properly documented damage inspection process that facilitates applicant claims for assistance and reimbursement in these programs. Once assigned this Task, the Contractor shall continue to provide services for these submissions from initiation through reimbursement.

Document preparation with Arlington County and the FEMA:

The Contractor shall prepare all forms and documentation required by the Federal and Virginia governments concerning Public Assistance (PA) to ensure the maximum reimbursement to Arlington County. This responsibility shall remain with the Contractor until funding is recaptured.

The Contractor personnel assigned to this task shall have significant experience implementing the Stafford Act, and have conducted PDAs on numerous 14

17-08-2
occasions. The Contractor personnel shall provide effective and comprehensive PDA training to government officials within Arlington County and participate in the performance of PDAs following catastrophic incidents.

The Contractor personnel shall provide immediate services to the County and FEMA in order to achieve desired program outcomes. Contractor’s staff shall work directly with FEMA Public Assistance staff and leadership to identify issues and disagreements, discuss the applicability of past precedents and policy, and represent the interests of the County and the applicant. The Contractor Staff shall also work with County staff to develop and recommend new program policies and protocols, as required, for maximum program flexibility.

**Assisting applicants in reporting and closeout activities**

The Contractor staff shall work with the County grant managers to prepare requests for reimbursement submitted by the County. All disbursements must be validated against the approved scope of work to insure that all interim payments are made in accordance to federal and state rules and regulations. Upon project completion the County grant manager will conduct the final inspection. If any requests are declined by FEMA, the Contractor shall review and make recommendations to FEMA on any appeals submitted by the County.

The Contractor shall provide appellate service to the Commonwealth of Virginia, local government entities within the County, and eligible private nonprofit entities within the County. The Contractor shall provide expert PA advice to eligible applicants, enabling them to obtain all of the Stafford Act assistance for which they qualify, minimizing the need to file appeals.

The Contractor staff shall work with the County to prepare for closeout. The County will document its recovery efforts in order to facilitate the final project closeout process in order to receive and retain maximum federal funding.

**Advising Arlington County of hazard mitigation opportunities**

The Contractor shall provide personnel with substantial expertise in mitigation to educate and advise County staff on mitigation opportunities. Contractor’s staff shall survey damaged sites along with County and government representatives and make notes related to possible mitigation measures that can be pursued in the repair of damaged elements. Contractor staff shall also use these site visits as an opportunity to discuss and provide guidance on the possible development of mitigation projects to achieve even greater and more comprehensive mitigation solutions. The Contractor shall help the County to integrate identified mitigation priorities and projects into long-term community recovery planning efforts to encourage the integration of risk-reduction activities into the ongoing operations of Arlington County, non-profit organizations, and the private sector.
Providing Debris management

At the request of OEM, the Contractor shall quickly help the County to mobilize resources that will clean up all applicable waste following a disaster event declared by the County.

Debris Operations Oversight

The Contractor shall work with the contracted debris hauler(s) to oversee their implementation of the Debris Operations Plan. The Contractor shall also provide advice, direction and training to help ensure that the hauler(s) are addressing debris removal in an efficient and effective manner, according to client priorities, and are documenting their activities consistent with State and Federal reimbursement guidelines. The Debris Operations Plan to be used by the hauler(s) shall be consistent with the “Clean As You Go” initiative, which is defined as doing the best job possible the first time so as to reduce the necessity to redo any work. Daily meetings shall be conducted to discuss progress, potential and/or needed adjustments, changes, problems, concerns, accidents, and any other issues that need to be communicated to the appropriate personnel.

Debris Management Safety Policy

The Contractor’s personnel and subcontractors shall ensure that hauler(s) adhere to Contractor’s debris management policy/plan and shall monitor the hauler(s) compliance with the same. This policy/plan shall provide mandated directives, required actions, procedures and guidance for all levels of employees. The plan shall assure that all employees and staff are made safe, work safe and remain safe by strict adherence to the components of this plan. The policy/plan shall further ensure that employees report unsafe conditions and encourages employees not to perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries and unsafe conditions to their supervisors. Contractor’s management shall ensure that the hauler(s) give top priority to and provide the financial resources for the correction of unsafe conditions. Similarly, the Contractor’s Project Team shall report violations to the hauler(s) and the County, so that they may take disciplinary action against any hauling contractor’s employee(s) who willfully or repeatedly violate workplace safety rules. This action shall include verbal or written reprimands and may result in termination. To implement this safety policy, the Contractor shall ensure that the hauler(s) include on their Project Team a Safety/Quality Control Manager and Safety Foreman, to the extent provided for in the client’s contract with the hauler(s).

TIMING AND EXPENSES

The Contractor shall provide to the County a reasonable number of qualified personnel for assignment under this contract within twelve (12) hours of a request.

The Contractor shall provide personnel to act in a coordination role to organize County’s overall recovery from an emergency event, to expedite the recovery efforts, and to provide the County with immediate support in the form of technical and institutional knowledge. The Contractor shall
collaborate closely with stakeholders and other local government representatives to enhance their understanding of programs and necessary documentation procedures. This process of technical capability transfer and task completion is one of the key measures of Contractor’s performance.

The Contractor shall implement a financial accounting system that shall associate project worksheets with the documentation of rebuilding projects and recovery work. This system shall ensure that, in the disaster appeals and auditing process, the County will have the requisite documentation to justify disaster recovery expenditures and obtain maximum reimbursements for such expenditures.

Immediate Mobilization Capability
Contractor’s key staff members shall be available for immediate mobilization upon County’s request. The team shall be familiar with the possible extent of damage to critical infrastructure that can result from different types of disaster events, based on information provided by the County related to the same. The Contractor shall interact with federal, local, and private sector stakeholders to ensure that disaster recovery is handled expeditiously and minimizes County’s financial vulnerability.

Washington Representation Support
The Contractor shall maintain solid working partnerships with decision makers in Arlington County, the Commonwealth of Virginia, the National Capitol Region and an extensive network of relationships across the United States, including with key FEMA office personnel.
Cost Information

Pricing for staff shall be determined by the assignment and skill level of personnel required by the County.

Travel and other expense incurred by the Contractor staff shall be billed to the County at cost.

Deployment travel time shall be billed at 4 times the normal hourly rate.

<table>
<thead>
<tr>
<th>Title</th>
<th>Hourly Rate</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Principal</td>
<td>$284.35</td>
<td>Responsible for all contract activities. Provides policy guidance and is responsible for high level coordination with Executives and Legislative bodies.</td>
</tr>
<tr>
<td>Principal</td>
<td>$284.35</td>
<td>Provides oversight for the contract activities. Acts as principle advisor to senior officials. When directed, represents issues with FEMA officials.</td>
</tr>
<tr>
<td>Project Coordinator for Disaster Response</td>
<td>284.35</td>
<td>Manages daily activities of all contract support personnel. Reports directly to the senior County response official and provides technical and programmatic advice as needed. Develops work plans and strategies for completing all necessary tasks as directed by the County response manager.</td>
</tr>
<tr>
<td>Project Coordinator for Disaster Recovery</td>
<td>284.35</td>
<td>Manages daily activities of all contract support personnel. Reports directly to the senior County recovery official and provides technical and programmatic advice as needed. Develops work plans and strategies for completing all necessary tasks as directed by the County recovery manager.</td>
</tr>
<tr>
<td>Senior Planning Specialist</td>
<td>$155.10</td>
<td>Assist in the organizing, coordinating, evaluating, and maintenance of response, recovery, and/or mitigation plans. Supervises and reviews the work of assigned staff; coordinates planning processes and efforts, provides quality control and quality assurance for planning products, works with staff to correct deficiencies; conducts evaluations of planning protocols and structures and offers recommendations and implements procedures for improvements.</td>
</tr>
<tr>
<td>Senior Level Public Assistance Officer</td>
<td>$180.95</td>
<td>Senior technical advisor for Public Assistance issues. Required to manage multiple Public Assistance Coordinators. Maybe assigned to deal with complicated and politically sensitive applicants to insure highest level of support.</td>
</tr>
<tr>
<td>Senior Legal Specialist/Appeals Lead</td>
<td>$180.95</td>
<td>Legal expert with extensive knowledge of FEMA rules, regulations, polices and legal authorities. Required to provide legal advice to the County in response to policies and all appeals.</td>
</tr>
<tr>
<td>Senior Mitigation Specialist</td>
<td>$180.95</td>
<td>Senior technical advisor for mitigation issues. Responsible for working closely with the contract and state staff to insure that all mitigation opportunities are maximized. Answers directly to the Project Manager.</td>
</tr>
<tr>
<td>Mitigation Specialist</td>
<td>$155.10</td>
<td>Staff specialist for mitigation issues working with the individual Public Assistance Coordinators and County employees. Responsible for reviewing the applicants Project Worksheets to insure that all mitigation opportunities are addressed.</td>
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<tr>
<td>Position</td>
<td>Salary</td>
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<tr>
<td>Senior Insurance Specialist</td>
<td>$284.35</td>
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<tr>
<td>Insurance Specialist</td>
<td>$180.95</td>
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</tr>
<tr>
<td>Provides technical support to the Insurance Specialist and assists in the insurance policy review. Works with the Public Assistance Coordinator on a daily basis providing technical advice. Answers to the Senior Insurance Specialist.</td>
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</tr>
<tr>
<td>Staff Adjustor</td>
<td>$129.25</td>
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<tr>
<td>Reviews insurance damages and prepares required detailed estimates required for insurance and FEMA claims.</td>
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<tr>
<td>Senior Level I, Public Assistance Coordinator</td>
<td>$180.95</td>
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<tr>
<td>Program Advisor responsible for coordinating lower level Public Assistance Coordinators and Project Officers. Assigned directly to applicants to provide technical assistance for their specific issues. Answers to the Senior Public Assistance Coordinator.</td>
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<tr>
<td>Senior Level II, Public Assistance Coordinator</td>
<td>$155.10</td>
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</tr>
<tr>
<td>Secondary Advisor responsible for supporting Senior Level I Public Assistance Coordinators. May be assigned smaller and less complicated applicants as the primary technical advisor.</td>
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<tr>
<td>Public Assistance Coordinator</td>
<td>$129.25</td>
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<tr>
<td>Supports the Senior Level I and II Public Assistance Coordinator with programmatic and project review. Assigned individually and in groups as needed in order to identify and address all programmatic issues related to the recovery.</td>
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<tr>
<td>Senior Level I, Debris Planning Specialist</td>
<td>$180.95</td>
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</tr>
<tr>
<td>The Senior Debris Planning Specialist is the senior technical advisor for debris issues and is responsible for establishing, if needed, and executing a debris program that effectively addresses all debris related issues at the state and local levels; daily coordination with the FEMA debris management team; facilitating dispute resolution with all debris management players including federal, state and local entities.</td>
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<tr>
<td>Senior Level II, Debris Planning Specialist</td>
<td>$155.10</td>
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</tr>
<tr>
<td>Secondary technical advisor for debris issues. Responsible for supporting Senior Level I Planning Specialist. May be assigned smaller and less complicated tasks as the primary technical advisor.</td>
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</tr>
<tr>
<td>Public Assistance Coordinator, Debris Supervisor</td>
<td>$124.08</td>
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</tr>
<tr>
<td>Senior debris specialists responsible for the oversight of debris operations. Assigned geographical areas of responsibility and required to insure that all debris operations in their area of responsibility are compliant with all Federal, State and local rules and regulations.</td>
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</tr>
<tr>
<td>Public Assistance Coordinator, Debris</td>
<td>$103.40</td>
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</tr>
<tr>
<td>Support the Debris Supervisor in assigned areas of responsibility by providing programmatic oversight at the local level. Work closely with FEMA and local debris players to insure regulatory and programmatic compliance.</td>
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<tr>
<td>Debris Program Monitor</td>
<td>$77.55</td>
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<tr>
<td>Local hires trained by Debris Staff to provide additional oversight as required.</td>
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<tr>
<td>Operations Specialist</td>
<td>$155.10</td>
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</tr>
<tr>
<td>Provides reporting support to the Public Assistance staff. Interfaces with ES-5 at the Federal and State and local levels to provide accurate information about debris operations.</td>
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<td></td>
</tr>
<tr>
<td>Position</td>
<td>Rate</td>
<td>Description</td>
</tr>
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</tr>
<tr>
<td>Grant Administrator Supervisor</td>
<td>$155.10</td>
<td>Provides grant management oversight and support to the State Public Assistance Staff. Assists with the development or enhancement of the States/County grant program and makes recommendations for improvement if required. Supervises the grant managers and reports directly to the Project Manager.</td>
</tr>
<tr>
<td>Grant Administrator</td>
<td>$129.25</td>
<td>Provides grant management support for applicants. Responsible for insuring that applicants properly document disaster costs necessary for reimbursements. Coordinates with the Public Assistance Officers to insure that all eligibility issues are addressed. Answers to the Grant Administrator Supervisor.</td>
</tr>
<tr>
<td>Accountant Level II Journal Entry</td>
<td>$77.55</td>
<td>Supports the Grant Administrator/Supervisor in project accounting and administrative support.</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$180.95</td>
<td>Responsible for providing engineering support to the Public Assistance staff. Reviews projects and provides technical assessments and costing analysis. Answers to the Project Manager.</td>
</tr>
<tr>
<td>Engineer/Programmer</td>
<td>$155.10</td>
<td>Provides support to the senior engineer as required in the technical review of projects.</td>
</tr>
<tr>
<td>Administrative Support</td>
<td>$77.55</td>
<td>Provides administrative support to the recovery team.</td>
</tr>
<tr>
<td>Database Documentation</td>
<td>$102.40</td>
<td>Works closely with the Public Assistance and grant management staff to document and track recovery efforts. Manages the data to provide real time reporting to assist state recovery management in decision making.</td>
</tr>
<tr>
<td>Data Entry</td>
<td>$51.70</td>
<td>Supports the Database Documentation Specialist by inputting relevant data into the County's data system. Answers to the Data Base Documentation Specialist.</td>
</tr>
<tr>
<td>Senior Trainer</td>
<td>$155.10</td>
<td>Develops and provides technical training courses to local personnel on disaster related programs.</td>
</tr>
<tr>
<td>Trainer</td>
<td>$129.25</td>
<td>Provides technical training courses to local personnel on disaster related programs and assists the Senior Trainer when required.</td>
</tr>
</tbody>
</table>

**Emergency Contact Information**

When services are required, County will contact the Contractor’s Hotline (available 24 hours per day, 7 days a week), at 866-371-0793.

The primary and secondary Contractor’s contacts, and their backup are:

- **Primary Emergency Contact / Project Manager**

  James Jones  
  203-437-8718 (mobile)  
  703-360-3117 (home)  
  202-470-2021 (office)  
  jjones@wittassociates.com

- **Alternate Point of Contact**

  Andrew Sachs  
  504-253-1859 (mobile)  
  207-862-6414 (home)
All Contractor's emergency contact personnel shall subscribe to the ArlingtonAlert text notification system with mobile phone and/or paging device and e-mail. Arlington County OEM will establish a notification group list in the system for the Contractor.
EXHIBIT C

NONDISCLOSURE AGREEMENT

James Lee Witt Associates ("Contractor") and its employees are providing staffing services to Arlington County for the County Emergency Operation Center during emergency events.

The following provisions shall govern the procedures by which the undersigned Contractor employee or subcontractor ("I", "Me", "My") will handle confidential information obtained during his/her performance/provision of services under Agreement No. 17-08-2 between the County and the Contractor ("Agreement"). Confidential information means all writings, recordings, mechanical, electronic or other form of data compilation, regardless of physical form or characteristics, all verbal information, and all conversation of which the Contractor and its employees have knowledge and are acquired during the performance of duties or the provision of services under the Agreement ("Confidential Information").

1. I agree that any Confidential Information that I receive during my performance under Agreement No. 17-08-2 can only be used for purposes of completing the work assignment I receive. Other uses can be made only after obtaining the written permission of the County Project Officer.

2. I agree that I will not disclose any Confidential Information, directly or indirectly, to any person or entity, other than the County, its employees, its subcontractors, and consultants, without first obtaining the written permission of the County Project Officer.

3. I agree that all Confidential Information and material provided to me under the terms of the Agreement No. 17-08-2 shall remain the property of the County and shall be returned to the County upon its request, including any and all copies I might produce.

4. Nothing herein shall be construed as giving me any personal license or right in connection with the Confidential Information disclosed to me.

5. My obligation to maintain information in confidence shall not extend to such portions of the information as are general knowledge in the public domain or in my possession or custody prior to execution of this Agreement, as evidenced by dated documentation.

6. I understand that my obligation to protect the confidentiality of the Confidential Information extends beyond my involvement with the County and beyond my services provided by, or on behalf of, the Contractor. Furthermore, my obligation to protect the confidentiality of the Confidential Information is not subject to changes in my employment status.

7. I understand that access to the Confidential Information is provided to me on a need-to-know basis.

8. If any term of this Nondisclosure Agreement should be declared void or unenforceable, such declaration will have no effect on the remaining terms herein.

By signing this Nondisclosure Agreement, I acknowledge that I have read it, I understand it, and I agree to be bound by it.

ACCEPTED:

Signature: ___________________________ Date: ___________________

Printed Name: ___________________________

Title: ___________________________

17-08-2