TO:  BONDER & AMANDA JOHNSON
COMMUNITY DEVELOPMENT CORPORATION (BAJCDC)
2229 S. SHIRLINGTON ROAD
ARLINGTON, VA  22206

DATE ISSUED:  JULY 26, 2011
CURRENT REFERENCE NO:  294-11

CONTRACT TITLE:  OPERATION OF NAUCK COMMUNITY CENTER
PRIOR REFERENCE NO:  263-10

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 IMMEDIATELY and expires on JUNE 30, 2012.

The contract documents consist of the terms and conditions of Agreement No. 292-07, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

REFER TO AGREEMENT NO. 292-07 (ATTACHED)

ATTACHMENTS

AGREEMENT NO. 292-07
AMENDMENT NO. 1 THRU 4

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT:  Andi Cullins
VENDOR TEL. NO.:  703-521-1078
VENDOR PAYMENT TERMS:  NET 30 DAYS
VENDOR FAX. NO.:  703-521-1076
TAX IDENTIFICATION NUMBER (EIN/SSN):  54-1971738
EMAIL ADDRESS:  acullins@tmq-dc.com

COUNTY CONTACT:  NANCY HART
COUNTY TEL. NO.:  703-228-1327

CONTRACT AUTHORIZATION

IVETTE GONZALEZ
Procurement Officer

DISTRIBUTION

DATE  BID FOLDER:  1
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 292-07

AMENDMENT NUMBER 4

NEW REFERENCE NUMBER 294-11

This Amendment Number 4 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 292-07 as amended by Amendments No. 1 through 3 (Main Agreement) and made between Bonder & Amanda Johnson Community Development Corporation, 2229 Shirlington Road, Arlington Virginia 22206 (Contractor) and the County Board of Arlington County, Virginia (County).

Whereas the County and the Contractor desire to amend the term of 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:

ADD EXHIBIT A - SCOPE OF SERVICES

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

CONTRACT TERM
Work under this Agreement shall continue from JULY 1, 2011 until JUNE 30, 2012 (second “Subsequent Contract Term”), subject to any such modifications as provided in the Contract Documents.

Notwithstanding anything herein to the contrary, the Contract Amount for each 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. No Work shall be deemed complete until it is accepted by the Project Officer.

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

CONTRACT AMOUNT
The County will pay the Contractor an amount not to exceed $79,253 for this contract term for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents.

REPLACE EXHIBIT A - MONTHLY OUTCOME REPORT WITH THE ATTACHED EXHIBIT FORMS.

REPLACE EXHIBIT B - FY 2101 BUDGET WITH THE ATTACHED EXHIBIT FORMS.

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: [Signature]
NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT
DATE: 09/26/2011

BONDER & AMANDA JOHNSON COMMUNITY DEVELOPMENT CORPORATION

AUTHORIzED SIGNATURE: [Signature]
NAME AND TITLE: ANDRE C. Cullins - Board Chair
DATE: 7-26-11
## Attachment A: Monthly Outcome Report

<table>
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<tr>
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<th>JUL</th>
<th>AUG</th>
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<td>Unduplicated Clients</td>
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<td>INDIVIDUALIZED ASSISTANCE/ Information and Referral</td>
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Programming done in the month/other notes:
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<td>Postage</td>
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<td>52%</td>
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<td>Communications</td>
<td>30</td>
<td>0.0%</td>
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<td>52%</td>
<td>600</td>
<td>0.0%</td>
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<tr>
<td>Operating Expenses</td>
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</table>

### Attendance

#### FY 2011
- **Attendance**: 108
- **Absent**: 12

#### FY 2012
- **Attendance**: 100
- **Absent**: 10

### Total
- **Attendance**: 210
- **Absent**: 22

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**Position**: FTE

**Social Security**: 4,100

**FICA**: 740

**Other**: 6,000

**Health**: 3,386

**FICA**: 6,000

**Other**: 3,386

**Total**: 71,750
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 292-07

AMENDMENT NUMBER 3
NEW REFERENCE NUMBER 263-10

This Amendment Number 2 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 292-07 (Main Agreement) and made between Bonder & Amanda Johnson Community Development Corporation, 2229 Shirlington Road, Arlington, Virginia 22206 (Contractor) and the County Board of Arlington County, Virginia (County).

Whereas the County and the Contractor desire to amend the term of 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:

ADD EXHIBIT A - SCOPE OF SERVICES

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

CONTRACT TERM
Work under this Agreement shall continue from July 1, 2010 until June 30, 2011 (second "Subsequent Contract Term"), subject to any such modifications as provided in the Contract Documents.

Notwithstanding anything herein to the contrary, the Contract Amount for each 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. No Work shall be deemed complete until it is accepted by the Project Officer.

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

CONTRACT AMOUNT
The County will pay the Contractor an amount not to exceed $79,253 for this contract term for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents.

REVISE SCOPE OF WORK -SECTION GENERAL PROJECT DESCRIPTION AND STATEMENT OF WORK TO READ AS FOLLOWS:

I. GENERAL PROJECT DESCRIPTION:

The goal of these contractual services is to assess the needs of the low income residents of the Nauck community, to develop programs and relationships that will help address these needs, and to provide services and support to the low income residents of the Nauck community and to the wider community of Arlington
Specific programmatic components of the services provided are:
- Information and referral:
- Case management:
- Financial literacy:
- Housing education and stabilization:
- Employment:

II. STATEMENT OF WORK

Information and Referral: One time intervention to assess need and connect to existing services and resources:
Staff, in person and by telephone, will help residents access information, services and resources. Staff will assess basic client needs and interests, answer questions, provide information and referral to public and private resources, and assist in completing needed applications. Clients needing more extensive involvement will be offered short-term case management services. The number anticipated to receive this service: Client contacts-300.

Case Management/Social Service: Provision of service to returning clients whose needs were not met by the brief information and referral intervention.

The staff will provide short-term case management services to the low income population, many of whom have multiple needs and significant difficulty in meeting them. Focus will be on helping stabilize the family by ensuring that basic needs such as shelter, food, and medical care are accessible. Brief counseling, linking clients to appropriate educational and training opportunities, help with family issues and providing guidance are major components of the services. Another key service provided is the development of financial management skills which includes increasing clients' ability to develop and maintain a budget. The number anticipated to receive this service: 60.

Housing Education and Stabilization

The goal of this service component is to increase clients' ability to obtain and maintain appropriate housing. A thorough assessment of appropriate housing choices, linking to appropriate housing options and programs, as well as counseling on landlord/tenant relations, and/or foreclosure prevention may be provided. The number anticipated to receive services in this component: 100.

Employment Services

The Contractor will provide individualized employment counseling to clients. Services will include referrals to the Arlington Employment Center; basic assessment of skills, interest and job readiness; development of resumes, completion of job applications including on-line employment applications, and The number anticipated to receive services in this component: 200.

III SERVICES BY CONTRACTOR:

A. Remains the same.

B. Changes to "In arrangement with the Crisis Assistance Bureau (CAB) Supervisor, the case manager, and the Executive Director if interested, will attend one CAB meeting monthly, either of the Social Work unit or the Community Outreach program. "

311-09 Amendment No.2
Page 2 of 5
C. Changes to "The Contractor shall maintain a case file on each person coming to the NCSC for assistance. The record shall contain a service request form which includes demographic information and the request for assistance, a Release of Information form giving the case manager permission to discuss the client's situation with referral agencies as appropriate, and case management notes. For clients receiving case management services, the file will contain a service plan."

D. Changes to "The Contractor shall offer employment services which include but are not limited to coordination of services with the Arlington Employment Center (AEC) staff assigned to Nauck and individual job search assistance with ready access to a computer and internet for client on-line job search and filing of applications."

E. Current D moves to E

F. Current E moves to F and changes to "Provide Reports as stated
   A. Each month: A copy of the previous month's events calendar with a copy of any flyer produced any event sponsored by the NCSC. The number attending the event is to be noted on the calendar.
   B. Each month: A copy the month's daily service log, "client breakdown report", with an additional notation of number of client visits and the count of unduplicated clients seen.
   C. Each month: A tabulation of services provided by category.
   D. Each month: On calendar day's devoted to outreach, a notation of what type and where the outreach was conducted."

G. Provide the quarterly Outcome Report

H. Provide a quarterly narrative report on any additional information that is important to the evaluation of services provided. Included in this report will be any the work done by the Executive Director which a) assists in assessment of community needs, b) coordinate services with other organizations, and c) increase awareness of the NCSC.

CHANGE LETTER C - SECTION V FINANCE/FISCAL ACCOUNTABILITY TO READ AS FOLLOWS:

Provide biannually to Arlington County audit results of the previous calendar year. This audit is due November of each odd- numbered calendar year for the previous calendar year, e.g. in November of 2011 for FY 2010.
CHANGES TO Outcome Reports: Due October 10, January 10, April 10, July 7th
AS FOLLOWS:

1. **Information and Referral**

<table>
<thead>
<tr>
<th>Output/Outcome</th>
<th>Expectation/ Standard in quarter</th>
<th>1st QTR</th>
<th>2nd QTR</th>
<th>3rd QTR</th>
<th>4th QTR</th>
<th>Total</th>
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<tbody>
<tr>
<td>Clients served in quarter</td>
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<tr>
<td>Number who returned for an additional service in the quarter.</td>
<td>Target: No more than 20%</td>
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2. **Case Management**

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<th>Output/Outcome</th>
<th>Expectation/ Standard in quarter</th>
<th>1st QTR</th>
<th>2nd QTR</th>
<th>3rd QTR</th>
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<td>Clients served in quarter</td>
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<td>Number who completed the service plan.</td>
<td>Target 25%</td>
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3. **Housing Education and Stabilization**

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<tr>
<th>Output/Outcome</th>
<th>Expectation/ Standard in quarter</th>
<th>1st QTR</th>
<th>2nd QTR</th>
<th>3rd QTR</th>
<th>4th QTR</th>
<th>Total</th>
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<tr>
<td>Number seen requesting housing assistance.</td>
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<td>Number securing appropriate housing.</td>
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### 4. Employment

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<th>Expectation/Standard in quarter</th>
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<th>2nd QTR</th>
<th>3rd QTR</th>
<th>4th QTR</th>
<th>Total</th>
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<tbody>
<tr>
<td>Number of clients helped with job search</td>
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<td>Number who went to the Arlington Employment Center</td>
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<td>Number who received NCSC assistance who were granted a job interview</td>
<td>Target 10%</td>
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</tbody>
</table>

**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  
BONDER & AMANDA JOHNSON COMMUNITY DEVELOPMENT CORPORATION  
TAXPAYER ID NUMBER, SSN/EIN: 54-1971738

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT  
DATE: 6/21/10

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: Andrea Cullius  
DATE: June 15, 2010
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 292-07

AMENDMENT NUMBER 2

NEW REFERENCE NUMBER 311-09

This Amendment Number 2 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 292-07 (Main Agreement) and made between Bonder & Amanda Johnson Community Development Corporation, 2229 Shirlington Road, Arlington, Virginia 22206 (Contractor) and the County Board of Arlington County, Virginia (County).

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ADD EXHIBIT A - SCOPE OF SERVICES

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

CONTRACT TERM
Work under this Agreement shall continue from July 1, 2009 until June 30, 2010 (second "Subsequent Contract Term"), subject to any such modifications as provided in the Contract Documents. Upon satisfactory performance of the Contractor the County may through issuance of a Notice of Award authorize continued operations of the Contractor for not more than one (1) additional twelve month period from July 1, 2010 to June 30, 2011.

Notwithstanding anything herein to the contrary, the Contract Amount for each 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. No Work shall be deemed complete until it is accepted by the Project Officer.

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

CONTRACT AMOUNT
The County will pay the Contractor an amount not to exceed $80,054 for this contract term for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents.

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: 8/10/09

BONDER & AMANDA JOHNSON COMMUNITY DEVELOPMENT CORPORATION

AUTHORIZED SIGNATURE:

NAME AND TITLE: Andrea Collins, Board Chair
DATE: 8/12/09

BASCDC

We have been granted a waiver of insurance due to the size of our operation - 1 person.
AGREEMENT NO. 311-09
EXHIBIT A
SCOPE OF SERVICES

I. GENERAL PROJECT DESCRIPTION:

The goal of these contractual services is to provide services and support to the low income residents of the Nauck community and to the wider community of Arlington who are in need of unique services provided by the organization.

Specific programmatic components of the services provided are information and referral; case management; financial literacy, housing education and stabilization; and employment.

II. STATEMENT OF WORK

Information and Referral

Staff, in person and by telephone, will help residents access information, services and resources. Staff will assess basic client needs and interests, answer questions, provide information and referral to public and private resources, and assist in completing needed applications. Clients needing more extensive involvement will be offered short-term case management services. The number anticipated to receive this service: 300.

Case Management/Social Service

The staff will provide short-term case management services to the low income population, many of whom have multiple needs and significant difficulty in meeting their basic needs. Focus will be on helping stabilize the family by ensuring that basic needs such as shelter, food, and medical care are provided. Counseling, linking clients to appropriate employment, educational, and training opportunities, help with children and school issues and providing guidance and are also major components of the services provided. The number anticipated to receive this service: 60.

Financial Literacy, Housing Education and Stabilization

The goal of this service component is to increase clients' ability to maintain economic and housing stability. Staff will link clients to services and programs designed to increase their financial literacy, ability to develop and maintain a budget, and understanding the appropriate use of the banking system with encouragement maintain the ability, through savings, to meet unexpected costs. Counseling on housing options, landlord/tenant relations and foreclosure prevention may also be services provided. Financial literacy workshops are offered generally twice yearly. The number anticipated to receive services in this component: 100.

Employment Services

The Contractor will provide individualized employment counseling to
clients. Services will include assessment of skills and job readiness, development of resumes, completion of job applications including on-line employment applications, and referrals to other organizations including the Arlington Employment Center. Employment readiness and skill workshops are offered twice annually. The number anticipated to receive services in this component: 200.

III. SERVICES BY THE CONTRACTOR:

The Contractor shall:

A. Ensure that there is sufficient staffing to fulfill the contract duties.

B. In arrangement with the Crisis Assistance Bureau (CAB) Chief or designee, the case manager, as well as any other staff, will attend a unit meeting, quarterly or as arranged, to discuss issues of mutual interest and share information about programs offered and about community needs.

C. Meet with the County staff from the Economic Independence Division, including CAB staff and the Contract Manager as needed to provide program updates, policy reviews, recommend contract changes, and to discuss program related issues and problems that may arise. Provide access to the County for review of records including case notes as requested.

D. Be responsible for maintenance of all financial records and supporting documentation.

E. Submit quarterly Outcome Report. See VI.

F. Provide a quarterly narrative report on any additional information that is not included in the Outcome Report but is important to evaluate services and needs of the community.

IV. Services by Arlington County: The County shall:

A. Provide funds to the Bonder and Amanda CDC on a quarterly basis, e.g. on or about July 1, October 1, January 1, and April 1 during FY 2010, assuming compliancy with the terms of this Agreement.

B. Provide a Contract Manager to discuss any problems or concerns with performance or Contract terms. Staff of the Economic Independence Division of DHS shall be available to collaborate on service needs and concerns.

V. BUDGET, FINANCE and PAYMENTS

Budget:

A. Several weeks before the start of the Fiscal Year, generally by May 30th, the Contractor will submit a budget with line item expenditures projected for the coming fiscal year based on the allocation awarded to the Contractor for that year. If needed, the Contractor and the County will discuss any changes from the budget that had been submitted in the Contractor’s request for funding the previous fall. When set, this will become the basis for the
quarterly payments and reconciliations.

B. In preparation for the following fiscal year, the Contractor shall submit no later than September 30, a line item budget for the following fiscal year (July 1 to June 30) or portion of fiscal year included in the Contract Term. Such line item budget shall conform to a format approved by the County Project Officer. The budget shall be the total operational budget of the Contractor with the County funds constituting a set monetary contribution toward the total budget. The County shall notify the Contractor in writing of the approved budget for the upcoming fiscal year no later than May 15th.

**Payment:**

C. No payments shall be made until the Contractor has submitted, and the County has approved, a budget for the contractual fiscal year.

D. The Contractor shall submit quarterly an invoice on the approved County form. The County shall make payments after receipt of the invoice. The first invoice is due on or about July 1st.

C. As well as the required invoice, the Contractor, by the 20th of September, December, March, will submit an excel spreadsheet listing the line items of the approved budget, the quarter’s expenditures, and the expenses year to date. Documentation of these expenditures shall also be included.

D. By July 10th, of the subsequent fiscal year, the Contractor shall submit the year end expenditure report, including a final reconciliation of the total expenses compared to the total funding approved by the County.

E. Any funds due to the County after the close of the fiscal year shall be refunded to the County within thirty days, in the event that the contract is not renewed, or credited towards the County’s first quarterly payment of the subsequent fiscal year at the County’s sole discretion.

**Finance/Fiscal Accountability:**

A. The Contractor shall use generally accepted accounting principles to document and report all expenditures, revenues and contributions to the contract, except as otherwise specified in this Agreement.

B. The Contractor shall provide quarterly financial expenditures reports and other reports, records, memoranda, or other documents concerning any fiscal matters or program related services provided, in such manner and at such times as may be required by the County.
C. The Contractor shall secure an independent certified public accountant's audit of its finances and program operation after the close of each fiscal year (June 30), but no later than November 15 of each such year, and shall forward to the County the findings of such audit in whole, including the management letter or other ancillary audit components, and permit the County to make such review of the records of the Contractor as may be deemed necessary to satisfy audit purposes. In the instances where a management letter was not prepared as an audit function, the Contractor must so certify in writing to the County at the time the audit report is submitted. All accounts of the Contractor are subject to such audit, regardless of whether the funds are used exclusively for specific program activities or mingled with funds for other Contractor activities. The audited financial statement shall disclose the total costs and components thereof, in accordance with the budget.

VI. Outcome Report: Due October 10, January 10, April 10, July 7th.

1. Information and Referral

<table>
<thead>
<tr>
<th>Output/Outcome</th>
<th>Expectation/ Standard in quarter</th>
<th>Actual for quarter</th>
<th>Total for year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clients served in quarter.</td>
<td>75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clients served who access one or more service(s)/resource(s) in Arlington after being helped with Information and Referral.</td>
<td>50%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Case Management

<table>
<thead>
<tr>
<th>Output/Outcome</th>
<th>Expectation/ Standard in quarter</th>
<th>Actual for quarter</th>
<th>Total for year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clients served in quarter</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number who remain stable after six months.</td>
<td>25%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Financial Literacy, Housing Education and Stabilization

<table>
<thead>
<tr>
<th>Output/Outcome</th>
<th>Expectation/</th>
<th>Actual for</th>
<th>Total for</th>
</tr>
</thead>
</table>

311-09 Amendment No. 2
Page 6 of 7
<table>
<thead>
<tr>
<th>Annual:</th>
<th>Standard in quarter</th>
<th>quarter</th>
<th>year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of workshops on financial stability.</td>
<td>2 per year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of people attending each.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of people to receive counseling and budget guidance in quarter. Number who achieve financial goal.</td>
<td>125</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>20%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 4. Employment                                        |                     |         |      |

<table>
<thead>
<tr>
<th>Output/Outcome</th>
<th>Expectation/Standard in quarter</th>
<th>Actual for quarter</th>
<th>Total for year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of workshops on employment readiness and employment</td>
<td>2 per year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of people attending each</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of clients helped with job search</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number who gain employment</td>
<td>20%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 292-07
AMENDMENT NUMBER 1.

REFERENCE NUMBER 236-08

This Amendment Number 1 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 292-07 (Main Agreement) and made between Amanda Johnson Community Development Corporation, 2229 Shirlington Road, Arlington, Virginia 22206 (Contractor) and the County Board of Arlington County, Virginia (County).

Whereas the County and the Contractor desire to amend the term of 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 July 1, 2008 until June 30, 2009 (first "Subsequent Contract Term"), subject to any such modifications as provided in the Contract Documents. Upon satisfactory performance of the Contractor the County may through issuance of a Notice of Award authorize continued operations of the Contractor for not more than two (2) additional twelve month periods from July 1, 2009 to June 30, 2011.

Notwithstanding anything herein to the contrary, the Contract Amount for each 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. No Work shall be deemed complete until it is accepted by the Project Officer.

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: [Signature]
NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT
DATE: 6/17/08

AMANDA JOHNSON COMMUNITY DEVELOPMENT CORPORATION

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: Andrea Collins, Chair
DATE: 5/20/2008
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 292-07

THIS AGREEMENT is made on the date of execution by the County between Bonder and Amanda Johnson Community Development Corporation, 2229 Shirlington Road, Arlington, Virginia 22206, an incorporated 501(C) 3 non-profit organization ("Contractor") 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 Services), and Exhibit B (Operating Budget). 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 and Exhibit A shall prevail over Exhibit B.

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.

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 Department of Human Services 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 Agreement.

SCOPE OF WORK
The Contractor shall provide overall administration oversight and manage programs and services of Nauck Community Services Center (alternatively, the "Work").

It shall be the Contractor's responsibility, at solely the Contractor's cost, to provide sufficient services to fulfill the purposes of 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.

CONTRACT TERM
Work under this Agreement will commence upon execution of this Agreement by the County and will be completed no later than June 30, 2008 (Initial Contract Term), subject to any such modifications as provided in the Contract Documents. Upon satisfactory performance of the Contractor the County may through issuance of a Notice of Award authorize continued operations of the
Contractor for not more than three (3) additional twelve month periods from July 1, 2008 to June 30, 2011 (Each period is referred to as “Subsequent Contract Term”).

Notwithstanding anything herein to the contrary, the Contract Amount for each 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. No Work shall be deemed complete until it is accepted by the Project Officer.

**CONTRACT AMOUNT**
The County will pay the Contractor according to the Exhibit B, but not more than $80,000 in accordance with the Payments paragraph for the Contractor's completion of the Work described and required in the Contract Documents for the Contract Term, subject to the terms and conditions of the Agreement and provided the Work is performed to the satisfaction of and is accepted by the Project Officer. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. The Contract Amount includes all of Contractor's costs and fees (profit).

**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.

**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, sexual orientation, 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.

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.

AGREEMENT NO. 292-07
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 703-228-3400.

FAILURE TO DELIVER
In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor 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 therefore shall be made at a reduction in price to be determined solely by the County. 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
In accordance with §13.1-613 of the Code of Virginia, any firm submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia.

HIPAA COMPLIANCE
The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

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.

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.
ARBIRTRATION
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.

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.

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 agreement no. 292-07
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 shall secure an independent certified public accountant's audit of its finances and program operation after the close of each fiscal year (June 30), but no later than September 15 of each such year, and shall forward to the County the findings of such audit in whole, including the management letter or other ancillary audit components, and permit the County to make such review of the records of the contractor as may be deemed necessary by the County to satisfy audit purposes. In instances where a management letter was not prepared as an audit function, the Contractor must so certify in writing to the County at the time the audit report is submitted. All accounts of the Contractor are subject to such audit, regardless whether the funds are used exclusively for specific program activities or mingled with funds for other agency activities.

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 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

AGREEMENT NO. 292-07
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.

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.

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.

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.

AGREEMENT NO. 292-07
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.

**ADA COMPLIANCE**

Compliance with the Americans with Disabilities Act (ADA) shall be the sole responsibility of the Contractor. The Contractor shall defend and hold the County harmless from any expense or liability arising from the Contractor’s non-compliance therewith. The Contractor’s responsibilities related to ADA compliance shall include, but not be limited to, the following:

Access to Programs, Services and/or Facilities: The Contractor shall ensure its programs; services and facilities are accessible to persons with disabilities, as required by the ADA. If a particular facility or program is not accessible, the Contractor shall provide equivalent services in an accessible alternate location or manner to ensure that persons with disabilities are not denied access to services.

Effective Communication: The Contractor, upon request, shall provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the Contractor’s programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments, as required by the ADA.

Modifications to Policies and Procedures: The Contractor shall make the

AGREEMENT NO. 292-07
necessary modifications to its policies and programs to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services, and activities, as may be required by the ADA. For example, individuals with service animals are welcomed in the Contractor's offices or facilities, even where pets are generally prohibited.

The Contractor shall not place a surcharge on a person with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.

Employment: The Contractor shall not discriminate on the basis of disability in its hiring or employment practices and will comply with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under the ADA.

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 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 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." Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

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

Business Automobile Liability - $500,000 Combined Single Limit (Owned, 11 AGREEMENT NO. 292-07
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 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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: ____________________________
NAME AND TITLE: RICHARD D. WARREN, JR.

BONDER AND AMANDA JOHNSON
COMMUNITY DEVELOPMENT CORPORATION
TAXPAYER ID NUMBER, SSN/EIN: 54-1971738

AUTHORIZED SIGNATURE: ____________________________
NAME AND TITLE: Christian Dorsey, Executive Director
DATE: 11/14/2007
AGREEMENT NO. 292-07

EXHIBIT A

SCOPE OF SERVICES

The Contractor shall provide overall administration oversight and manage the programs and services of Nauck Community Services Center ("NCSC").

CONTRACTOR'S RESPONSIBILITIES

A. ADMINISTRATIVE DUTIES

1. The Contractor shall maintain and implement operating procedures and policies for staff and service providers on an ongoing basis.

2. The contractor shall develop and submit to the County project officer for approval a business continuity plan that addresses operational issues in the event of an emergency.

3. The contractor shall develop and implement programs based on the neighborhood needs and requests.

4. The Contractor shall develop and implement a program evaluation mechanism, including feedback from clients on satisfaction of NCSC services.

B. PROGRAMATIC DUTIES

1. The Contractor shall develop a monthly schedule of events for the core programs and services; establish additional programs as needed on an ongoing basis.

2. The Contractor shall provide case management services and assessment for emergency needs: establish limited "drop-in" hours for walk-in clients (emphasis on program services for group activities).

3. The Contractor shall assess and refer individuals to the appropriate County agencies or treatment centers.

4. The Contractor shall partner on the collection and distribution of donations with appropriate neighborhood and county-wide organizations and discourage drop-offs at the Community Service Center.

5. The Contractor shall coordinate AA/NA meetings in partnership with the Department of Human Services Substance Abuse Division.

6. The Contractor shall provide thirty (30) hours of Client Programming and ten (10) hours of outreach and administrative work per week.

7. The Contractor shall conduct community outreach serving as the ambassador and securing neighborhood support.

8. The Contractor shall provide regular updates to the community stakeholders on the progress of programs at the civic association.
meetings and utilizing Nauck Yahoo Group listserv or Nauck News and Views newsletter.

REPORTING REQUIREMENTS

The Contractor shall submit all the data, information, reports and work products required under this Agreement at the times and manners indicated. The County reserves the right to change formats and data elements depending on State, County or Board requirements, and will inform the Contractor in writing of such changes.

The Contractor shall submit the following performance contract data on a quarterly basis, not later than 10 days following the end of each fiscal quarter (October 10, January 10, April 10, July 10 of each contract year):

- Number of Clients served
- Number of Clients receiving case management services
- Number and types of referrals provided
- Types of services provided
- Survey of Client’s satisfaction of the services provided (Submit Annually)
- Community outreach efforts and promoting services provided by the NCSC.
- Status of fundraising activities and amount of funds raised

The Contractor shall send the above referenced reports to:

Crisis Assistance Bureau
Supportive Housing Services Manager
3033 Wilson Blvd., Suite 300B
Arlington, Virginia, 22201

INVOICING REQUIREMENTS

The Contractor shall submit quarterly payment requests totaling no more than $20,000 on the following dates:

July 1, October 1, January 1, and April 1

Requests for payment shall be sent to:

Crisis Assistance Bureau
Supportive Housing Services Manager
3033 Wilson Blvd., Suite 300B
Arlington, Virginia, 22201

The County will review the Contractor’s invoice for accuracy and completeness. The Contractor shall submit all proper supporting documentation using expenditure reports for the first two months of the quarter.

County’s payment approval shall be based on the Contractor’s compliance with the terms and conditions of this Agreement. The Contractor shall ensure the timely receipt of correct and complete invoices by the County Project Officer to avoid payment delays.
COUNTY RESPONSIBILITIES

Arlington County Economic Independence Division ("EID") will:

A. Provide MCSC with the required forms to submit statistical, programmatic and financial data to the Crisis Assistance Bureau, Department of Human Services.

B. Provide liaison services and consultation to NCSC, as needed, including consultation of development of spreadsheet or record keeping systems to meet accountability criteria. EID will provide training to NCSC staff as needed.

C. Conduct periodic meetings, as needed to review issues and concerns.
**AGREEMENT NO. 292-07**

**EXHIBIT B**

**OPERATING BUDGET**

**Income (All Sources)**

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<th>Source</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Arlington County</td>
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<tr>
<td>Dancing with the Stars Event</td>
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<tr>
<td>Foundation Grants</td>
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<tr>
<td>In-Kind</td>
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**Expenses**

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</thead>
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<td>Social Worker/Outreach Coordinator Salary</td>
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<tr>
<td>Executive Director Salary</td>
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<td>Benefits &amp; Taxes</td>
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<td>Mileage Reimbursement</td>
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<td>Rent &amp; Utilities</td>
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<td>Office Operations</td>
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<tr>
<td>In-Kind Expense</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$90,630.00</strong></td>
</tr>
</tbody>
</table>