NOTICE OF RENEWAL OF CONTRACT

TO:  J.R. REINGOLD & ASSOCIATES, INC
     1415 ELLIOT PLACE, NW
     WASHINGTON, DC  20007

DATE ISSUED:  NOVEMBER 13, 2012
CURRENT CONTRACT NO.:  503-12
CONTRACT TITLE:  DES: FRESH AIRE CONSULTING SERVICES

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

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on November 30, 2016.

The contract documents consist of the terms and conditions of Agreement No. 503-12, including any exhibits attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO AMENDMENT NO. 1 TO THE AGREEMENT 503-12

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

VENDOR CONTACT: KEVIN MILLER
TELEPHONE NO.:  202-333-0400
EMAIL ADDRESS:  kmiller@reingold.com

VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: SARAH O'CONNELL
TELEPHONE NO.:  703-228-4797
EMAIL ADDRESS:  seoconnell@arlingtonva.us

CONTRACT AUTHORIZATION

Maryam M. Zahory, CPP
Procurement Officer

DISTRIBUTION

VENDOR:  1
BID FOLDER:  2
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 503-12

AMENDMENT NUMBER 1

This Amendment Number 1 (“Amendment”) is made on the date of execution of the Amendment by the County and amends Agreement Number 503-12 dated December 15, 2011 (“Main Agreement”), and made between J.R. Reingold & Associates, Inc., 433 E. Monroe Avenue, Alexandria, Virginia 22301 (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid under the Main Agreement, as amended (if applicable), and 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:

1. Paragraph No. 3, CONTRACT TERM, shall be deleted in its entirety and replaced with the following:

3. CONTRACT TERM
   The Work shall continue and be completed no later than November 30, 2016 (“Contract Term”), subject to any modifications as provided for in the Contract Documents.

2. Paragraph No. 4, CONTRACT AMOUNT, shall be deleted in its entirety and replaced with the following:

4. CONTRACT AMOUNT
   The County will pay the Contractor in accordance with the terms of the Payment paragraph below and Exhibit B up to the maximum amount of $180,000.00 per year for the Contractor’s completion of the Work described and required in the Contract Documents for the Contract Term. The Contractor agrees that it shall complete the Work for the total amount specified in this section (“Contract Amount”) unless such amount is modified as provided in this Agreement.

3. Paragraph No. 5, CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U, shall be deleted in its entirety and replaced with the following:

5. BILLING RATES ADJUSTMENT
   The Contract unit price(s) shall remain firm throughout the Contract Term, unless the Contractor requests a price adjustment, and the County approves such an adjustment, in accordance with the following procedure:

   A. The Contractor may submit a written request for price adjustment to the County not less than sixty (60) days prior to November 30th of any given year of the contract (“Anniversary Date”).

   B. Requests for adjustment(s) to unit price(s) shall not exceed the percentage of escalation/de-escalation in the U.S. Department of Labor, Consumer Price Index. All items, Unadjusted, Urban Areas (“CPI-U”) for the twelve (12) month period ending on the August of each year of the Contract.
C. Any adjustment(s) to unit price(s) approved by the County as a result of the procedure set forth in A and B above, shall become effective the day after the current Anniversary Date and shall be binding on both parties for the remainder of the Contract Term unless an adjustment is requested by the Contractor and approved by the County in a subsequent year, as set forth above.

D. If the Contractor and the County do not agree on the requested adjustment using the procedure set forth in A and B above by the thirtieth (30th) calendar day prior to the Anniversary Date, the County may in its sole discretion terminate the Contract.

4. Paragraph No. 10, REIMBURSABLE EXPENSES, shall be deleted in its entirety and replaced with the following:

10. **REIMBURSABLE EXPENSES**

The total amount paid for project-related out-of-pocket expenses incurred by the Contractor shall not exceed $8,000.00 in total per year, as more fully described in Exhibit B. Payment for such expenses will be made within thirty (30) days after receipt by the Project Officer of a correct invoice identifying the nature of such expense(s). Reimbursable expenses allowed shall be charged to the County on a unit price basis at the Contractor’s cost.

5. Exhibit A shall be amended as follows:

a) Revise Section D (Key Tasks) to read:

**D. Key Tasks**

The communications program supported by the Contractor is a continuation of work begun and expansion of work completed during the first twelve (12) months of the Main Agreement. Subsequent work, within the general scope of services of the Main Agreement, if requested by the County, will be provided by the Contractor on an as-needed basis. The County will endeavor to assess its needs for a given year ninety (90) days prior to the contract Anniversary Date (November 30) for each year, and communicate those needs to the Contractor.

b) Change all instances where the word “Phase” appears under Section D to read “Task”.

c) Add the following directly at the end of Section D.1.c:

iv. Raise awareness of the Community Energy Plan and educate the community on how the plan impacts them in their daily lives.
v. Improve energy literacy across entire Arlington Community.

d) Replace the Table 1 with the revised Table 1 below:

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**AGREEMENT NO. 503-12**

**AMENDMENT NO. 1**
TABLE 1

<table>
<thead>
<tr>
<th>Task Milestones and Deliverables</th>
<th>Due Date for each Deliverable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Status Updates</td>
<td>Weekly teleconference and monthly in-person meeting with the County staff</td>
</tr>
<tr>
<td>Updates to the Communications Plan</td>
<td>To be determined by the County</td>
</tr>
<tr>
<td>Assessment of local audiences</td>
<td>To be determined by the County</td>
</tr>
<tr>
<td>Preliminary recommendations of AIRE messaging for various audiences</td>
<td>To be determined by the County</td>
</tr>
<tr>
<td>Proposal to expand the Green Games concept</td>
<td>To be determined by the County</td>
</tr>
<tr>
<td>Preliminary assessment of multi-family Program</td>
<td>To be determined by the County</td>
</tr>
<tr>
<td>Cross-promotional programming</td>
<td>To be determined by the County</td>
</tr>
</tbody>
</table>

e) Add the following directly at the end of Section D.2.b:

viii. Other promotional materials including, but not limited to online and print advertisements.

6. Replace Exhibit B with the attached Amended Exhibit B.

All other terms and conditions of the Main Agreement shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED BY: [Signature]

PRINT NAME: RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 11/13/2012

J.R. REINGOLD & ASSOCIATES, INC.

SIGNED BY: [Signature]

PRINT NAME: Kevin Miller
AND TITLE: Partner
DATE: 11/7/12

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AGREEMENT NO. 503-12
AMENDMENT NO. 1
BILLING RATES

<table>
<thead>
<tr>
<th>#</th>
<th>Role/Labor Category</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Senior Communications Consultant</td>
<td>$145.44</td>
</tr>
<tr>
<td>2</td>
<td>Senior Designer</td>
<td>$145.44</td>
</tr>
<tr>
<td>3</td>
<td>Media Relations Director</td>
<td>$145.44</td>
</tr>
<tr>
<td>4</td>
<td>Writer/Editor</td>
<td>$118.17</td>
</tr>
<tr>
<td>5</td>
<td>Designer Level 1</td>
<td>$108.07</td>
</tr>
<tr>
<td>6</td>
<td>Communications Associate</td>
<td>$90.90</td>
</tr>
<tr>
<td>7</td>
<td>Research Associate</td>
<td>$80.80</td>
</tr>
<tr>
<td>8</td>
<td>Outreach Coordinator</td>
<td>$80.80</td>
</tr>
<tr>
<td>9</td>
<td>Designer Level 2</td>
<td>$80.80</td>
</tr>
<tr>
<td>10</td>
<td>Social Media Consultant</td>
<td>$80.80</td>
</tr>
<tr>
<td>11</td>
<td>Media Relations Coordinator</td>
<td>$80.80</td>
</tr>
</tbody>
</table>

REIMBURSABLE EXPENSES
The total amount paid for project-related out-of-pocket expenses incurred by the Contractor for work related to Section D.2.c of Exhibit A shall not exceed $8,000.00 in total per year, and shall adhere to the following requirements:

<table>
<thead>
<tr>
<th>COST ITEM</th>
<th>RATE</th>
<th>COMMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reimbursable Printing - Related Expenses</td>
<td>At Cost</td>
<td>Copy of the original receipts must accompany invoices in which reimbursement for this line item is requested</td>
</tr>
<tr>
<td>Bulk Mailing/Delivery</td>
<td>At Cost</td>
<td>Copy of the original receipts must accompany invoices in which reimbursement for this line item is requested</td>
</tr>
</tbody>
</table>