

MOTION:

**May 10, 2022
Regular Meeting
Res. No. 22-**

SECOND:

RE: APPROVE – MINUTES – APRIL 12, 2022

ACTION:

WHEREAS, on April 12, 2022, at 2:00 p.m., the Prince William Board of County Supervisors convened its regular meeting in the Board's chamber, located in the James J. McCoart Administration Building, One County Complex Court, Prince William, Virginia; and

WHEREAS, the Prince William Board of County Supervisors conducted business in accordance with a published agenda dated April 12, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby approves the minutes of April 12, 2022.

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

ATTEST: _____
Clerk to the Board

MOTION: BAILEY

**April 12, 2022
Regular Meeting
Res. No. 22-189**

SECOND: VEGA

**RE: APPROVE REQUEST TO PARTICIPATE REMOTELY THROUGH ELECTRONIC
COMMUNICATION MEANS**

ACTION: APPROVED

WHEREAS, the Prince William Board of County Supervisors (Board) adopted a policy in its Rules of Procedure pursuant to Section 2.2-3708.2, VA Code Ann., to allow for remote participation by Members of the Board; and

WHEREAS, in accordance with the Board's policy, Supervisor Boddye and Supervisor Franklin notified the Chair that the Members are requesting permission from the Board to electronically participate at the Board's April 12, 2022, meeting; and

WHEREAS, Supervisor Boddye certified that:

A. X the Member is unable to attend the meeting due to (i) a temporary or permanent disability or other medical condition that prevents the Member's physical attendance or (ii) a family member's medical condition that requires the member to provide care for such family member, thereby preventing the member's physical attendance; OR

B. the Member is unable to attend the meeting due to the following specifically identified personal matter: unforeseen delay in travel.

AND the Member has not already participated electronically due to a personal reason in excess of two meetings this calendar year, or 25 percent of meetings held per calendar year rounded up to the next whole number, whichever is great; and

WHEREAS, Supervisor Franklin certified that:

A. the Member is unable to attend the meeting due to (i) a temporary or permanent disability or other medical condition that prevents the Member's physical attendance or (ii) a family member's medical condition that requires the member to provide care for such family member, thereby preventing the member's physical attendance; OR

B. X the Member is unable to attend the meeting due to the following specifically identified personal matter: presence at home residence required.

AND the Member has not already participated electronically due to a personal reason in excess of two meetings this calendar year, or 25 percent of meetings held per calendar year rounded up to the next whole number, whichever is great; and

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WHEREAS, Supervisor Franklin will participate remotely only in the 7:30 p.m. evening session; and

WHEREAS, the remote location from which Supervisor Boddye plans to electronically participate is his personal residence; and this remote location will not be open to the public; and

WHEREAS, the remote location from which Supervisor Franklin plans to electronically participate is his personal residence; and this remote location will not be open to the public; and

WHEREAS, Supervisor Boddye and Supervisor Franklin have verified that their participation in any closed session of the meeting shall remain confidential and not be disclosed to any unauthorized persons or entities; and

WHEREAS, pursuant to the Board's policy, a request for electronic participation from a remote location shall be approved unless participation violates the Board's policy or any provisions of the Virginia Freedom of Information Act;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby approves the requests to participate in the meeting through electronic communication means in accordance with the Board's policy; a quorum of the Board was physically assembled at one primary or central meeting location; and arrangements were made for the voice of the Members to be heard by all persons at the primary or central meeting location.

Votes:

Ayes: Angry, Bailey, Candland, Vega, Wheeler

Nays: None

Absent from Vote: Boddye, Lawson

Absent from Meeting: None

Abstain from Vote: Franklin

For Information:

County Attorney

ATTEST:



Clerk to the Board

MOTION: BAILEY

**April 12, 2022
Regular Meeting
Res. No. 22-190**

SECOND: CANDLAND

RE: AUTHORIZE A PUBLIC HEARING TO CONSIDER GRANTING A LICENSE AGREEMENT TO MERLY ABBAS-ERICKSSON FOR THE MANAGEMENT, OPERATION, AND MAINTENANCE OF A FOOD SERVICE OPERATION AT THE DEVELOPMENT SERVICES BUILDING, 5 COUNTY COMPLEX COURT, WOODBRIDGE, VIRGINIA, 22192 – OCCOQUAN MAGISTERIAL DISTRICT

ACTION: APPROVED

WHEREAS, a food service operation has been established in the lower level of the Development Services Building (DSB) since 2007; and

WHEREAS, on May 1, 2011, the Prince William Board of County Supervisors (Board) granted a License Agreement to the current food service vendor, Two Cousins, LLC, to operate, manage, and maintain a food service operation at DSB; and

WHEREAS, the owner of Two Cousins, LLC is retiring and has an agreement to sell his business equipment to Merly Abbas-Ericksson, contingent upon the County granting a License Agreement to Merly Abbas-Ericksson to manage, operate, and maintain the food service operation at DSB; and

WHEREAS, the Department of Facilities and Fleet Management, Property Management Division has negotiated a five (5) year License Agreement with Merly Abbas-Ericksson; and

WHEREAS, prior to granting a License Agreement with Merly Abbas-Ericksson, the Board must conduct a public hearing after advertisement in accordance with Section 15.2-1800(B), VA Code Ann.;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby determines that it shall conduct a public hearing to be scheduled by the Clerk to the Board, as may be heard under the provision of Section 15.2-1800(B), VA Code Ann., to consider granting a License Agreement to Merly Abbas-Ericksson for the management, operation, and maintenance of a food service operation at the Development Services Building, 5 County Complex Court, Woodbridge, Virginia, 22192.

ATTACHMENT: License Agreement

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Votes:

Ayes: Angry, Bailey, Boddye, Candland, Franklin, Vega, Wheeler

Nays: None

Absent from Vote: Lawson

Absent from Meeting: None

For Information:

Director of Facilities and Fleet Management
County Attorney

ATTEST: _____

A handwritten signature in blue ink that reads "Andrea P. Madden". The signature is written over a horizontal line.

Clerk to the Board

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this 1st day of _____, 2022, by and between the PRINCE WILLIAM COUNTY BOARD OF COUNTY SUPERVISORS, herein referred to as "County", or "Licensor", and _____, herein referred to as "Licensee".

WITNESSETH:

THAT for and in consideration of the mutual covenants contained herein and payment by LICENSEE of the LICENSE fee hereinafter reserved and the performance by LICENSEE of the covenants and agreements hereinafter agreed to be performed by it, and in accordance with all the provisions hereafter set forth, COUNTY does hereby grant to LICENSEE a LICENSE to use and occupy approximately 2,445 square feet of space, located on the lower level of the COUNTY'S Development Services Building situated on 5 County Complex Drive, Woodbridge VA 22192, such space being hereinafter referenced to as the "PREMISES" and being more properly described and shown on Exhibit A. It is understood and agreed that COUNTY will not make, and is under no obligation to make, any structural or other renovations, alterations, decorations, additions, or improvements in or to the PREMISES except as set forth in any Addenda attached hereto and made a part hereof.

1. TERMS:

This License shall constitute permission to use and occupy that portion of the County's property designated as the Premises under the terms and conditions specified herein. This License Agreement shall not be construed to constitute or convey a leasehold interest or other interest in real estate. The term of this license shall be for a period commencing on _____, 2022, (hereinafter referred to as the "License Commencement Date") and expiring at midnight on _____, 2027 (hereinafter referred to as the "License Expiration Date"), the expiration being five (5) years after the License Commencement Date (Unless amended or terminated as hereinafter provided).

Additionally, after one year if LICENSEE is unable to meet and/or exceed operating costs, LICENSEE will notify COUNTY to request license termination. LICENSEE will provide ninety (90) days' advanced written notice to COUNTY.

NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, BOTH PARTIES SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT FOR ANY REASON WITH SIXTY (60) DAYS ADVANCED WRITTEN NOTICE.

2. LICENSE FEE:

LICENSEE'S obligation under this Paragraph 2 shall not begin until the date LICENSEE obtains a certificate of occupancy and all other required permits. LICENSEE covenants and agrees to pay to COUNTY for the use of the premises, without previous notice or demand therefore and without deduction, set-off or abatement, except as provided herein, a fixed guaranteed base license fee of the sum of one dollar (\$1.00) on the 1st day of each and every calendar month of occupancy. LICENSEE agrees to pay the COUNTY a late fee equal to five percent (5%) of any license fee due

on basic monthly license fee or other payments due under this LICENSE if said payments are not paid within ten (10) days of their due date.

3. USE:

LICENSEE shall use and occupy the licensed premises for the management, operation and maintenance of a food service/deli, take-out and food delivery service facility and for no other purpose. LICENSEE may also make use of the exterior plaza area during the regular operating hours of the Development Services Building for purposes described above with the understanding that all terms and conditions applicable to the interior licensed space are also applicable to said plaza area. LICENSEE must have prior approval from the Director of Facilities & Fleet Management if the Plaza has been reserved for an event on day LICENSEE wishes to use and occupy the plaza. LICENSEE shall comply with any and all laws, ordinances, orders and regulations of any governmental authority which are applicable to the specified use of the licensed premises including compliance with all provisions of Title 24, section 570.601 (nondiscrimination), Code of Federal Regulations, in the activities and use of the licensed premises. LICENSEE is excluded from compliance with any laws or ordinances regarding the physical structure of the building itself LICENSEE shall notify the COUNTY's Director of Facilities & Fleet Management, in writing, of any notices of violations which are received during or in connection with inspections by any governmental authority. The LICENSEE shall respond with an action plan to correct conditions causing the violations within ten days of receiving notice that the violation occurred. Said notification shall be done immediately upon receipt of aforesaid violation. LICENSEE shall be responsible for procuring all licenses and permits required for the operation of the food service facility and shall provide proof thereof to COUNTY upon request.

4. "LICENSE YEAR" DEFINED:

Each License Year will consist of successive twelve-month (12) periods commencing on the first day of the term.

5. "GROSS SALES" DEFINED-INTENTIONALLY OMITTED.

6. STATEMENT OF GROSS SALES- INTENTIONALLY OMITTED.

7. LICENSEE'S RECORDS-INTENTIONALLY OMITTED.

8. OPERATING HOURS:

LICENSEE shall cause its business to be conducted and operated in good faith and in such manner as shall assure the transaction of a maximum volume of business in and at the premises. Unless other hours are negotiated and approved in writing by the COUNTY, LICENSEE shall cause the premises to be open for business from 7:30 a.m. until 5:00 p. m. Monday through Friday. Hours for special occasions may also be negotiated when needed. LICENSEE may close on approved State

or County holidays, according to a schedule thereof provided by Prince William County. LICENSEE may close on such other days as authorized by the COUNTY's Director of Facilities & Fleet Management.

9. DELIVERY OF PREMISES:

Prior to taking possession of the licensed premises, at a mutually agreeable time after the signing of this License Agreement, LICENSEE's agent and COUNTY shall inspect the property. All items noted, in writing, in need of repair, during the inspection shall be repaired by COUNTY within thirty (30) days of the inspection unless otherwise agreed to in writing.

10. LICENSEE IMPROVEMENTS:

Before the commencement of the License Term, LICENSEE shall at its sole cost and expense, complete all improvements and other work to be performed by it pursuant to Exhibit "A". It is understood and agreed that said improvements are done at LICENSEE'S sole risk and the COUNTY is under no obligation to reimburse LICENSEE for work performed prior to the license commencement date. LICENSEE will be permitted by COUNTY to enter the premises from 7:30 a.m. to 4:00 p. m. Monday through Friday during the two months prior to the commencement date for the purpose of performing its obligations under Exhibit "A" and for the purpose of installing its fixtures and other equipment, provided:

(a) that all such work shall be first approved in writing by the COUNTY;

(b) that all such work shall be done in good and workmanlike manner;

(c) that the structural integrity of the building shall not be impaired;

(d) that all such work shall meet all requirements of Federal, Local and Municipal Governments;

(e) that no liens shall be attached to the licensed premises by reason thereof.

(f) LICENSEE shall have deposited with COUNTY the policies or certificates of insurance required; and

(g) LICENSEE'S activities shall be conducted so as not to interfere with activities of other users of the property.

Upon the termination of this license, all such alterations, additions or improvements shall, at the option of the COUNTY, (1) become the property of the COUNTY, or (2) be removed by the LICENSEE, provided that any part of the licensed premises affected by such removal shall be restored to its original condition, reasonable wear and tear excepted, and LICENSEE shall pay for all costs and expenses involved with such removal.

11. MENU:

Easy-to-read menus with prices listed shall be prominently displayed.

LICENSEE shall provide a variety of high quality and nutritious foods at reasonable prices. They shall be responsive to suggestions from building occupants and visitors as much as reasonably possible

Menu items shall be replenished as reasonably possible to assure the complete menu offering is available during the entire mealtime periods. In addition, outdated foods such as juices, milk, yogurt, etc., shall not be offered after applicable expiration date or shelf life.

12. SERVICE:

The LICENSEE shall operate and manage, in the LICENSEE's name, at the County facility described herein, a food service/deli operation.

Patrons of the food/service deli shall be requested to remove trays, dishes and utensils from the tables to a designated area strategically located in the dining area. The LICENSEE shall remove any remaining soiled dishes and ensure that tables and chairs are cleaned before each patron is seated. In addition, take-out containers with covers shall be provided for individual carry-out service.

13. PERSONNEL:

All employees assigned to perform work shall be physically able to do their assigned work and it is agreed that LICENSEE shall comply with all health and safety regulations required by law. All employees of Licensee shall wear uniforms or name tags that clearly identify them as being employed by Licensee and not by the County. Such uniforms or name tags shall be subject to the approval of the County which approval shall not be unreasonably withheld.

The LICENSEE shall employ one full-time, on-site Manager responsible for food service functions at this facility. The Manager shall have education and/or experience in food service with particular emphasis upon effective merchandising techniques. LICENSEE shall assure COUNTY that the manager will be qualified to perform the duties required.

The LICENSEE shall provide, at all times, sufficient adequately trained personnel to maintain a high quality of food service as required by the COUNTY.

The LICENSEE shall assure that the on-site Manager or qualified designee will be in the facility during luncheon serving hours (11:30 am – 1:30 pm.).

The LICENSEE shall bear all financial responsibility for any vandalism or loss due to acts of its employees.

The LICENSEE shall notify the COUNTY's Director of Facilities & Fleet Management of any anticipated labor, employee or vendor problems or any other circumstances that could adversely affect the operation of the food service facility.

The LICENSEE shall continue, at the discretion of LICENSEE in so far as possible, to provide services under the license in the event of labor or other disturbances.

All articles found by the LICENSEE, agents or employees or by patrons and given to the

LICENSEE shall be turned in to designated COUNTY staff on the main floor of the building as lost and found items.

LICENSEE shall provide a background check of LICENSEE (and of all members/shareholders if applicable) to the COUNTY no later than March 1st of each calendar year.

14. COUNTY SERVICES:

COUNTY shall furnish adequate lighting, electricity, water and sewer, and trash service. The COUNTY agrees to furnish adequate heat during the seasons of the year when heat is required. The COUNTY further agrees to furnish reasonably adequate air-conditioning by means of a central air- conditioning system during the months of May through October, or at the temperature required per building standards.

OTHER SERVICES FURNISHED BY COUNTY:

14.1 Elevator service in common with others.

14.2 Men's and women's rest rooms situated on the floor on which the premises are located together with hot and cold water for use in said rest rooms.

14.3 Cleaning of all public portions of the building adjacent to the premises.

14.4 Grounds Care.

14.5 Painting of interior walls and trim of premises no less than every five (5) years.

14.6 Maintenance and re-lamping fluorescent fixtures within premises.

14.7 COUNTY shall furnish certain furnishings and equipment (Exhibit D) for use by LICENSEE at the premises during the term of this license.

15. MAINTENANCE AND REPAIRS

A. MAINTENANCE AND REPAIRS TO BE PERFORMED BY COUNTY:

(1) COUNTY shall maintain and keep in good repair and condition the roof, including downspouts and gutters; exterior walls; walkways; all electrical systems, plumbing (to the point of connection to Licensee's equipment), heating, sprinklers, air conditioning and other mechanical installations, all doors, stairways and stairwells; and all plate glass and window glass. LICENSEE shall be responsible only for any maintenance, repairs, or replacements necessitated by the negligence of LICENSEE, its employees, agents, or invitees. Drains will be maintained to the point of entry into the space with the exception of blockages caused by grease or other products of the deli operation. COUNTY will unclog the drain and back charge the LICENSEE.

(2) Written notice shall be given to COUNTY of repairs and maintenance deemed by LICENSEE to be necessary when LICENSEE becomes aware of such. COUNTY shall provide repairs to toilet facilities, electrical and/or heating repairs within twenty-four (24) hours of being notified. LICENSEE shall have the right to make heating, toilet facilities or electrical repairs which

have not been timely made by COUNTY and reduce its next license fee by the amount expended, provided, however, that receipts for such expenditures shall accompany said license fee. COUNTY shall provide all other repairs and maintenance within ten (10) working days of such notice.

(3) Toilet facility janitorial service shall be provided by COUNTY (during each day of operation) at a minimum of five (5) times per week.

(4) COUNTY shall have the right to enter upon the LICENSED premises with due notification and concurrence by LICENSEE, or without notice in the event of an emergency, from time to time in order to inspect the same and to perform any maintenance, repairs, and replacements which it is required to make under the provisions of this LICENSE. This right shall be exercised in such manner as to not interfere with LICENSEE'S use and enjoyment of the LICENSED premises and shall be subject to any and all laws, orders, and regulations of the United States Government, Virginia State Government, or local government having authority.

B. MAINTENANCE AND REPAIRS TO BE PERFORMED BY LICENSEE:

(1) LICENSEE at LICENSEE'S expense, shall maintain and keep in good repair all of LICENSEE's equipment and installations, other than those repairs required to be made by COUNTY pursuant to Para. 15(A) herein. LICENSEE shall not overload the electrical wiring serving the premises or within the premises and will install at its expense any additional electrical wiring which may be required in connection with LICENSEE'S apparatus.

(2) LICENSEE agrees, at LICENSEE'S expense, to keep all plumbing lines and drains from the point of entrance to the premises to the point of actual use, tight and free from leakage and stoppage at all times. LICENSEE agrees to clean and maintain grease trap.

(3) LICENSEE agrees to perform Interior and Exterior cleaning of Deli windows.

(4) LICENSEE agrees to remove all trash from the premises to COUNTY'S provided dumpster during each day of operation.

(5) LICENSEE shall install and pay the cost of telephone service to the premises.

(6) LICENSEE shall, at LICENSEE'S sole expense, perform janitorial service for the premises. LICENSEE shall provide the level of janitorial service set forth in Exhibit "E".

16. PEST CONTROL:

LICENSEE shall provide monthly pest control maintenance in compliance with all State and County Health Regulations. LICENSEE shall use only Certified Pest Control Applicators to provide services under this license.

Pest Control programs shall be inspected at the discretion of the COUNTY to determine if such programs are being safely and effectively carried out. Should any deficiencies be noted during inspections, the COUNTY shall notify the Licensee and corrective action shall be undertaken immediately. Upon notification to the LICENSEE from the COUNTY of complaints of sightings or indications of the presence of pests, the LICENSEE shall respond within a 24-hour period or pre-

agreed reasonable time, and perform the necessary treatment required to eliminate the pests.

17. SIGNS, ADVERTISING, AND MOVING OF EQUIPMENT:

LICENSEE agrees that no sign, advertisements, display or notice shall be inscribed, painted or- affixed on any part of the exterior or interior of the premises or building without prior written approval of COUNTY. LICENSEE'S initial signage is herewith approved as outlined in Exhibit "F". It is agreed that the initial exterior sign will be purchased by the LICENSEE and that COUNTY will direct where the sign is to be installed. If consented to by COUNTY any additional signage shall be painted by a sign painter approved by COUNTY and shall be maintained by LICENSEE during LICENSEE'S occupancy of the premises. LICENSEE shall be responsible for obtaining all permits required for approved signage. All costs for production, installation, maintenance and removal shall be LICENSEE' s responsibility. All such approved signs shall be removed by LICENSEE upon vacating the premises and any damage caused by such removal shall be immediately repaired.

LICENSEE shall have the right to distribute hand bills/advertising flyers and/or disposable copies of his menu one time a week to County offices within the County Complex. LICENSEE agrees that any other advertisement, display, or display of terms of the LICENSEE, wherever appearing, will be in good taste, and will not impair the reputation of or use of the building as a governmental center. Upon written notice from the COUNTY, LICENSEE for good cause shown shall refrain from and discontinue such advertisement.

LICENSEE agrees that all damage done to the building or premises by taking in or removing any article of LICENSEE's equipment or furnishings, or due to its being in the premises, shall be repaired at the expense of the LICENSEE. All moving of furniture, material and equipment shall be under the direct control and supervision of the COUNTY's Facilities & Fleet Management's Property Management and/or Buildings and Grounds Staff. LICENSEE will give COUNTY 24 hours' notice of any major move of large furniture or equipment. LICENSEE agrees promptly to remove from the public area adjacent to said premises any of the LICENSEE'S merchandise there delivered or deposited.

18. TRASH REMOVAL:

LICENSEE agrees to keep the premises clean and to remove all refuse from the premises on a daily basis. LICENSEE shall not permit refuse, rubbish or garbage to accumulate or permit a fire hazard to exist upon the premises.

19. ALTERATIONS BY LICENSEE:

LICENSEE shall make no major alterations, renovations, improvements or other installations in, on or to the premises or any part thereof (including, without limitation, structural alterations, or any cutting or drilling into any part of the premises or any securing of any fixture apparatus, or equipment of any kind to any part of the premises) unless and until LICENSEE shall have caused plans and specifications therefore to have been prepared at LICENSEE'S expense, by a licensed architect or other duly qualified person and shall have obtained COUNTY'S written approval thereof. If such approval is granted, LICENSEE shall cause the work described in such plans and specifications to be performed, at its expense, promptly, efficiently and competently by duly qualified or licensed persons or entities without interference with or

disruption of the operations of LICENSEE or other occupants of the Building. All such work shall comply with all applicable codes, rules and regulations and ordinances and LICENSEE shall be responsible for obtaining all required permits.

20. INSURANCE:

(A) LICENSEE shall purchase and maintain during the term of this Agreement comprehensive general liability insurance and property damage insurance, with limits in the amounts set forth below:

1. Comprehensive General Liability Insurance with liability limits of at least \$1,000,000 combined single limit on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability, Products and Completed Operations coverages; Business automobile liability insurance shall be in an amount no less than \$1,000,000 for each accident; and

2. Property damage insurance with minimum limits of \$1,000,000.00 for damage to the Leased Property.

(B) LICENSEE shall provide the COUNTY with Certificates of Insurance evidencing the coverages required above. The Certificates of Insurance shall name the COUNTY, and its agents, servants, and employees, as additional insureds. The Certificates of Insurance shall provide that the COUNTY be given at least 30 days' notice of any cancellation or intent not to renew or any material change in coverage. LICENSEE shall, in the event of any such cancellation notice, obtain, pay all premiums for and file with the COUNTY written evidence of payment of premiums and duplicate copies of any insurance so cancelled within thirty (30) calendar days following receipt by the County and/or Licensee of any notice of cancellation. LICENSEE must provide the Certificates of Insurance before the License Commencement Date of this Agreement. LICENSEE acknowledges that the provision of insurance required herein does not relieve LICENSEE of any responsibilities or obligations by LICENSEE under this Agreement or for which LICENSEE may be liable by law or otherwise.

(C) The policies required by this Agreement shall be in form reasonably satisfactory to the

County and shall require thirty (30) calendar days written notice of any cancellation to both the COUNTY and LICENSEE.

(D) The COUNTY shall have the right, but not the obligation to pay any premiums required to reinstate any insurance policy after notice of cancellation, in which case any premiums so paid shall be paid to the COUNTY by LICENSEE as additional rent within thirty (30) days of a notice from COUNTY to LICENSEE of such payment.

21 (A) COUNTY LIABILITY: The COUNTY shall not be liable to LICENSEE or to any other person whatsoever for any damages or injury from any cause whatsoever, except as otherwise provided by law. LICENSEE agrees and shall indemnify, defend and save the COUNTY harmless from and against any liability and all claims of whatever nature arising from any act or omission of LICENSEE, or its contractors, licensees, agents, servants, or employees, or arising from any accident, injury or damage whatsoever caused to any person or to the property of any person or property occurring in, on, or about the Leased Property or any part thereof or outside the Leased Property, where such accident, damage, or injury results or is claimed to have resulted from an act or omission on the part of LICENSEE or LICENSEE's contractors, licensees, agents, servants, or employees. This indemnification shall include all costs, expenses, and liabilities incurred in connection with any claim or proceeding, including any expense of investigation and defense.

The LICENSEE agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.

The LICENSEE will attach to each liability insurance policy, with the exception of Workers' Compensation, an endorsement to save and hold harmless the Licensor from any liability or damages whatsoever arising out of the LICENSEE AGREEMENT work in accordance with the following endorsement which will form a part of the resulting LICENSEE AGREEMENT:

"ENDORSEMENT"

"The LICENSEE hereby agrees to indemnify and hold harmless Prince William

County, Virginia, its officers, agents and all employees and volunteers, from any and all claims for bodily injuries and personal injuries to the public, including cost of investigation, all expenses of litigation, including reasonable attorney's fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the LICENSEE, including their agents, employees, volunteers, or in connection with work under this LICENSEE AGREEMENT.

It is understood and agreed that the LICENSEE is at all times herein acting as an independent LICENSEE."

The LICENSEE will provide an original, signed certificate of insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the COUNTY's Purchasing Manager before a LICENSEE AGREEMENT is executed and any service begins.

The LICENSEE will provide on demand, certified copies of all insurance coverage on behalf of the LICENSEE AGREEMENT within ten (10) days of demand by the COUNTY. These certified copies will be sent to the COUNTY from the LICENSEE's insurance agent or representative.

No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the COUNTY's Purchasing Manager. The LICENSEE shall furnish a new certificate prior to any change or cancellation date. The failure of the LICENSEE to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the COUNTY's Purchasing Manager.

Insurance coverage required in these specifications shall be in force throughout the LICENSEE AGREEMENT term. Should the LICENSEE fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the LICENSEE AGREEMENT term, the COUNTY shall have the absolute right to terminate the LICENSEE AGREEMENT without any further obligation to the LICENSEE.

Compliance by the LICENSEE with the foregoing requirements as to carrying insurance shall not relieve the LICENSEE of his liabilities and obligations under this heading or under any other section or provisions of the LICENSEE AGREEMENT.

Other liability insurance provided under the LICENSEE AGREEMENT shall not contain a supervision, inspection, or services exclusion that would preclude the COUNTY from supervising and/or inspecting the project as to the end result. The LICENSEE shall assume all on the job responsibilities as to the control of persons directly employed by it and of the sub-LICENSEES and any person employed by the sub- LICENSEE.

(d) COUNTY shall be self-insured against loss of or damage to any of its property situated on the licensed premises.

(e) Nothing contained in this license shall be construed to require either party to repair, replace, reconstruct, or pay for any property to the other party which may be destroyed (not by the fault of either party) by fire, flood, windstorm, earthquake, strikes, riots, civil commotions, acts of God or other casualty; and each party hereby waives all claims against the other for all loss or

damage arising out of perils normally insured against by standard fire and extended coverage insurance.

21. LIABILITY; INDEMNITY:

Except as otherwise provided in Section 20 (Insurance) herein, LICENSEE shall be liable for any injury to or death of persons and for any loss of or damage to property caused by the acts or omissions of its agents, employees, or invitees, or caused by LICENSEE's failure to perform the maintenance, repairs, and replacements required to be performed by it under the provisions of Section 15.B (Maintenance and Repairs) of this LICENSE. LICENSEE shall indemnify and save COUNTY harmless against any and all liabilities, claims, demands, costs, and expenses which may be sustained by COUNTY arising out of the LICENSEE's use of the premises and/or the areas of common use.

22. DAMAGE TO OR DESTRUCTION OF PREMISES:

If, during the term of this license, the licensed premises are damaged by fire, flood, windstorm, strikes, riots, civil commotions, acts of public enemy, acts of God, or other casualty so that the same are rendered wholly unfit for occupancy, and if in COUNTY'S reasonable opinion said licensed premises cannot be repaired within sixty (60) days from the time of such damage, then this license, at the option of the LICENSEE, may be terminated as of the date of such damage. In the event LICENSEE elects to terminate the license, the LICENSEE shall pay the license fee apportioned to the time of damage and shall immediately vacate the license premises and LICENSEE shall be relieved from any further liability hereunder.

If LICENSEE does not elect to terminate the license, or if any damage by any of the above casualties, rendering the licensed premises wholly unfit, can be repaired within sixty (60) days thereafter, COUNTY agrees to repair such damage promptly; and this license shall not be affected in any manner except that the license fee shall be suspended and shall not accrue from the date of such damage until such repairs have been completed.

If said premises shall be so slightly damaged by any of the above casualties as not to be rendered wholly unfit for occupancy, COUNTY shall repair the premises promptly; and, during the period from the date of such damage until the repairs are completed, the license fee shall be apportioned so that LICENSEE shall pay as the license fee an amount which bears the same ratio to the entire monthly license fee as the portion of the premises which LICENSEE is able to occupy without disturbance during such period bears to the entire premises. If the damage by any of the above casualties is so slight that LICENSEE is not disturbed in its use of the premise, then COUNTY shall repair the same promptly; and in that case, the license fee accrued, or accruing shall not abate.

23. ACTION OF PUBLIC AUTHORITIES:

In the event that any exercise of power of eminent domain by any governmental authority, or by any other party vested by law with such power, shall at any time prevent the full use and enjoyment of the licensed premises by LICENSEE for the purposes set forth herein, LICENSEE shall have the right thereupon to terminate this license. In the event of such action, both COUNTY and LICENSEE shall

27. RELATIONSHIP BETWEEN THE PARTIES:

Nothing in this License Agreement shall be construed to create any employment relationship, partnership, or joint venture relationship between the parties hereto. LICENSEE is an independent Licensee operating its own business on COUNTY property, with the permission of the COUNTY, pursuant to the terms of this License Agreement.

28. SURRENDER:

(a) When this license shall terminate in accordance with the terms hereof, LICENSEE shall quietly and peaceably deliver up possession to COUNTY, without notice from COUNTY other than as may be specifically required by any provision of this license. LICENSEE shall leave the licensed premises in as good order, repair, and condition as the same are in at the beginning of the term of this LICENSE, except for reasonable wear and tear and loss, damage, or destruction caused by negligence of COUNTY, its agents, employees, or invitees.

(b) At the end of the term of this LICENSE, LICENSEE shall promptly remove its equipment and personal property from the Premises as provided herein, peaceably vacate the Premises and leave them in the same condition as they were at the inception of this License, or as otherwise provided herein, reasonable wear and tear excepted. In the event any equipment or personal property remains on the premises after 30 days from any termination of this Agreement, it will be deemed abandoned and COUNTY may utilize said equipment or dispose of it at its sole option

29. ENVIRONMENTAL REQUIREMENTS

LICENSEE will not use any portion or all of the retail area or the premises for the generation, treatment, storage or disposal of "hazardous materials", "hazardous waste", "hazardous substances" or "oil" (collectively, "Materials") as such terms are defined under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., as amended, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., as amended, and any and all other "environmental statutes" which regulate the use of hazardous and/or dangerous substances, and the regulations promulgated thereunder and any and all state and local laws, rules and regulations, without the express prior written consent of COUNTY, and then only to extent that the presence and/or discharge of the Materials is (i) properly licensed and approved by all appropriate governmental officials and in accordance with all applicable laws and regulations and (ii) in compliance with any terms and conditions stated in said prior written approval by the COUNTY. LICENSEE may use such Materials in the ordinary course of business, provided that such use is in accordance with all applicable statutes, laws, rules and regulations, and any manufacturer instructions, and provided further that LICENSEE may not discharge any Materials except as provided by the applicable statutes, laws, rules and/or regulations, and specifically may not discharge any Materials in any public sewer or any drain and/or drainpipe leading or connected thereto. LICENSEE will hold COUNTY harmless from any such improper discharge by LICENSEE, including any costs of all necessary cleanup activities occasioned by LICENSEE'S actions, whether during the Term or after termination of this license.

30. NON-DISCRIMINATION:

It is intended that COUNTY's Buildings will be developed so that all prospective LICENSEE's thereof, and all customers, employees, licensees and invitees of the LICENSEE' will have the opportunity to obtain all the goods, services, accommodations, advantages, facilities and privileges of COUNTY's Buildings, without discrimination because of race, creed, color, sex, age, national origin or ancestry. To that end, LICENSEE will not discriminate in the conduct and operation of its business in the premises against any person or group of persons because of the race, handicap, creed, color, sex, age, national origin or ancestry of such person or group of persons.

31. EQUAL OPPORTUNITY:

(a) LICENSEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin, handicap or veteran status. LICENSEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin, handicap or veteran status. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. LICENSEE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity clause.

(b) LICENSEE will comply with all provisions of the Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.

32. NOTICE:

The effective date of any notice or demand shall be the date said notice or demand is received by the intended addressee.

(a) Any notice or demand required by the provisions of this license to be given to COUNTY shall be deemed to have been given adequately if sent by Certified Mail, Return Receipt Requested to COUNTY'S representative, the COUNTY's Facilities & Fleet Management c/o Property Management Division, at the following Board of County Supervisors address: 9517 Innovation Drive, Manassas, Virginia 20109.

Any notice or demand required by the provisions of this license to be given to LICENSEE shall be deemed to have been given adequately if sent by Certified Mail, Return Receipt Requested to LICENSEE at the following street address:

(b) Either party shall have the right to change its address as above designated by giving to the other party fifteen (15) days' notice of its intention to make such change and of the substituted address at which any notice or demand may be directed to it.

33. SEVERABILITY:

If any of the provisions or covenants of this license shall be deemed invalid or unenforceable,

such invalidity or unenforceability shall not invalidate or render unenforceable the entire license, but rather the entire license shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the COUNTY and the LICENSEE shall be construed and enforced accordingly.

34. COVENANTS TO BIND RESPECTIVE PARTIES:

This license, and all of the agreements, covenants, and conditions contained herein, shall be binding upon COUNTY, and LICENSEE and upon their respective heirs, executors, administrators, successors, and assigns.

35. MISCELLANEOUS:

(a) LICENSEE will be the exclusive permanently sited food service operation within the Development Services Building and any extension thereto during the term of this License Agreement and any extension thereof. Notwithstanding the foregoing provision, the COUNTY reserves the right to place and operate, or have placed and operated food, beverage and other vending machines at other locations throughout the Development Services Building that are outside of the premises subject to this License.

(b) COUNTY will paint the premises prior to opening and at a timetable agreeable to both parties with a mutually agreeable color.

36. SCOPE AND INTERPRETATION OF AGREEMENT:

This license and all duly executed addenda thereto shall be considered to be the only agreement between the parties. The laws of Virginia shall govern the validity, interpretation, performance, and enforcement of this license. Forum for all disputes arising under this agreement shall be in the Prince William Circuit Court or Prince William General District Court, with all other forums excluded.

[signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

WITNESS:

COUNTY:

**Prince William County Board of County
Supervisors**

By: _____
Name: _____
Title: _____
Date: _____

LICENSEE:

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A
 PLANS

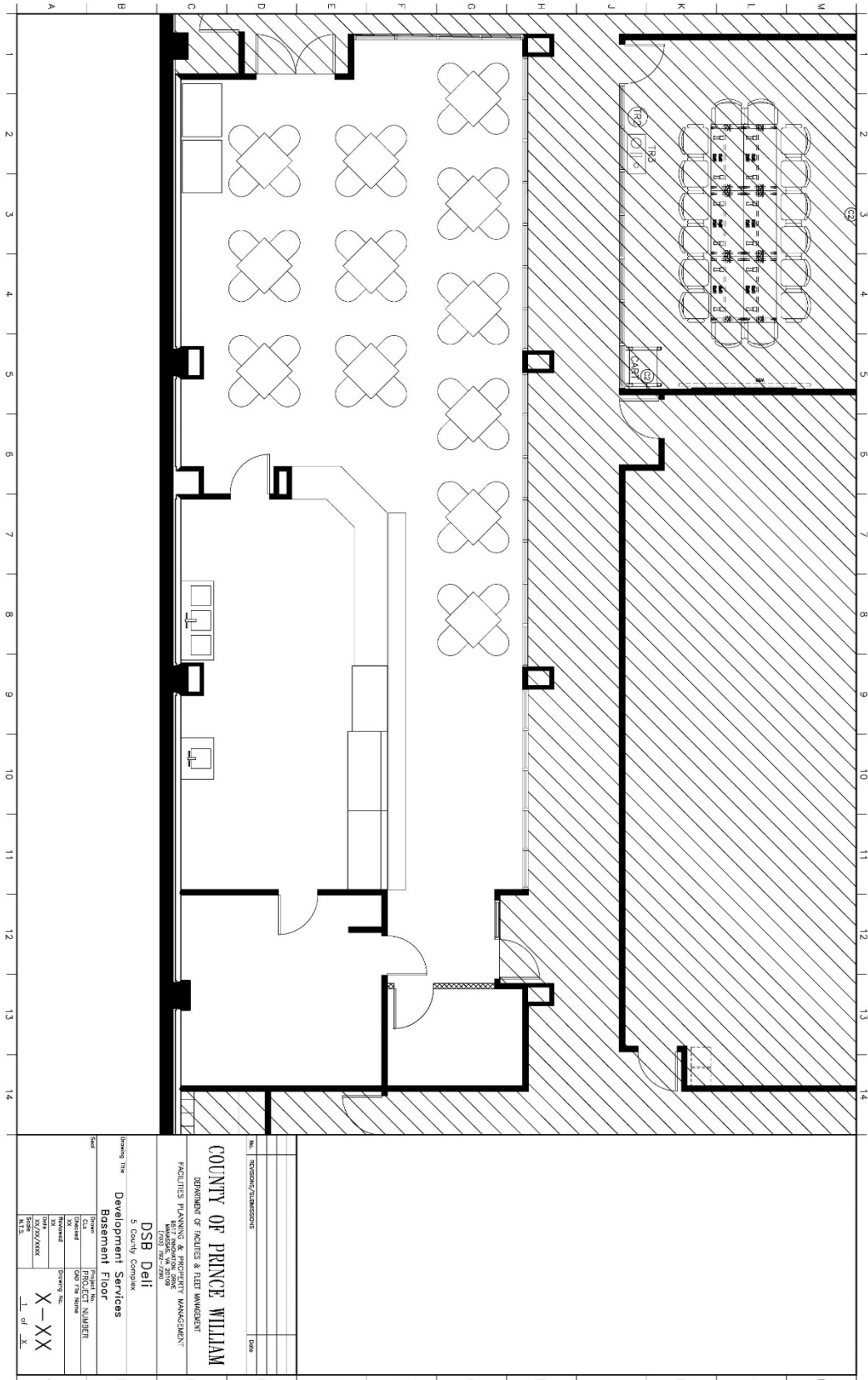


EXHIBIT B

INTENTIONALLY OMITTED

EXHIBIT D
COUNTY EQUIPMENT

1. All Tables and Chairs in the Premises
2. Giles Hood PO-VH
3. Giles Hood FSH-6
4. Ansul Fire Suppression System
5. Pizza Oven

EXHIBIT E

JANITORIAL SERVICES - SPECIFICATIONS

The **LICENSEE** shall provide janitorial services to the **LICENSED PREMISES** after normal business hours on each day of operation (Holidays recognized by the Government excepted) at its sole cost and expense, pursuant to the schedule provided below as follows:

DAILY SERVICES

Empty all waste receptacles, change trash can liners as needed, and deposit contents in an area specified by the COUNTY for removal.

Vacuum all carpeted surfaces located throughout the **LICENSED PREMISES** so as to reach all carpeted areas.

Spot cleaning of carpet.

Wet mop all tile surfaces.

Dust and sweep with dust arresting agent all tiled floor surfaces. Removing all gum and other foreign matter from all floor surfaces.

Hand dust all furniture, including chairs, tables, and ledges.

Remove all fingerprints from all entrance door glass and other glass throughout the

LICENSED PREMISES.

Damp wipe, polish and disinfect all water fountains and coolers.

Dust or vacuum, as required, all air vents below eye-level as applicable.

Thoroughly scour, wash, rinse clean and disinfect all basins, and miscellaneous fixtures using the appropriate disinfectant and germicidal solutions.

Damp wipe Formica tops of counters in all eating areas as applicable.

Scour, wash and rinse clean all slop sinks and utility bowls in janitor's closets and leave same in a neat and orderly condition.

ONE TIME PER WEEK SERVICES

Buff all production area vinyl composition tile, using appropriate machinery to enhance floor luster and floor finish durability so as to treat all such flooring weekly, if necessary.

Hand wipe all wall surfaces removing all spots, stains and related foreign matter. Hand wipe and clean all bright work, stainless steel, mirrors and trim throughout the **LICENSED**

PREMISES.

MONTHLY SERVICES

Remove all fingerprints from and/or surrounding all partition surfaces, lighting switch plates and doorways, located throughout the **LICENSED PREMISES**.

Dust to a height of 72 inches, those areas not reached in regular weekly, or monthly services, which shall include the following:

- a.) dusting of all pictures, frames, charts, graphs and similar wall hangings.
- b.) dusting of all vertical surfaces, such as walls, partitions, doors, etc.
- c.) dusting of the exterior of all ventilating and air-conditioning louvers, ducts and high moldings
- d.) Vacuum all vents and grillwork.
- e.) Thoroughly clean all interior glass partitions.

SEMI ANNUAL SERVICES:

Shampoo carpeted areas.

ANNUAL SERVICE:

Machine scrub all production area vinyl composition tile using an approved low alkaline, non-injurious detergent for floor maintenance, and then apply, where appropriate, an Underwriters Laboratory approved floor finish that is non-staining and provides a high degree of slip prevention.

SPECIAL DAILY SERVICES:

Check all doors and windows to ascertain that same are closed and secured immediately following the tour of duty in the **LICENSED PREMISES**. Report to the proper authorities any discrepancies to electric, heating, ventilation air conditioning, plumbing and water systems, etc., found to exist during the term of the LICENSE.

EXHIBIT F

SIGNAGE

MOTION: BAILEY

**April 12, 2022
Regular Meeting
Res. No. 22-191**

SECOND: CANDLAND

RE: AUTHORIZE THE SECOND AMENDMENT TO DEED OF LEASE WITH JUDICIARY PLACE, LLC FOR 9300 WEST COURTHOUSE ROAD, SUITES 102, 201, 204, AND 105, MANASSAS, VIRGINIA, 20110

ACTION: APPROVED

WHEREAS, Prince William County has leased 7,453 square feet of office space at 9300 West Courthouse Road, Suites, 102, 201, and 204 Manassas, Virginia, 20110, in the City of Manassas under the First Amendment to Deed of Lease with Judiciary Place, LLC executed on July, 1 2021; and

WHEREAS, the space is currently used by the Commonwealth's Attorney's Office and is ideal due to its proximity to the Judicial Center; and

WHEREAS, additional office space is needed immediately to meet the growing needs of the Commonwealth Attorney's Office; and

WHEREAS, the Department of Facilities Fleet Management (FFM) has negotiated a Second Amendment to Deed of Lease (Second Amendment) to provide an additional 2,694 square feet of office space within the existing building; and

WHEREAS, the Second Amendment will increase the total leased premises to 10,147 square feet; and

WHEREAS, the current lease expiration date of May 31, 2023, will remain unchanged; and

WHEREAS, the base rent for the additional 2,694 square feet will be \$28.50 per square foot, or \$76,779 annually, and the annual base rent escalation will remain unchanged at 3% per year after the first year; and

WHEREAS, the cost to outfit the additional 2,694 square feet of space with new furniture, telecommunications, and moving services is estimated at \$150,000; and

WHEREAS, the total cost for both the expansion rent and outfitting for Fiscal Year (FY) 2022 for the expansion portion is approximately \$210,784 which will be paid for by the FFM FY 2022 budget; and

April 12, 2022
Regular Meeting
Res. No. 22-191
Page Two

WHEREAS, the County will continue to pay the current rent on the existing 7,453 square feet. The new total rent for the entire premises for the first year is approximately \$288,495;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby authorizes the Second Amendment to Deed of Lease for 9300 West Courthouse Road, Manassas, Virginia, 20110;

BE IT FURTHER RESOLVED that the Prince William County Board of Supervisors hereby authorizes the Director of Facilities and Fleet Management, or his designee, to execute the Second Amendment to Deed of Lease and to sign such documents as are approved as to form by the County Attorney's Office.

ATTACHMENT: Second Amendment to Deed of Lease

Votes:

Ayes: Angry, Bailey, Boddye, Candland, Franklin, Vega, Wheeler

Nays: None

Absent from Vote: Lawson

Absent from Meeting: None

For Information:

Director of Facilities and Fleet Management
County Attorney

ATTEST: _____



Clerk to the Board

SECOND AMENDMENT TO DEED OF LEASE

THIS SECOND AMENDMENT TO DEED OF LEASE (the “**Second Amendment**”) is entered into and effective as of the ____ day of _____, 2022 (the “**Effective Date**”) by and between **JUDICIARY PLACE, LLC**, a Virginia limited liability company (the “**Landlord**”) and the **BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY** (the “**Tenant**”) (Landlord and Tenant each a “**Party**” and collectively referred to herein as the “**Parties**”).

WHEREAS, the Parties entered into that certain Deed of Lease (the “**Original Lease**”), last dated November 5, 2012; and

WHEREAS, pursuant to the Original Lease, Landlord leased and delivered to Tenant, and Tenant leased from Landlord and occupied, that certain space (defined in the Original Lease as the “**Premises**”) within that certain office building located at Judiciary Place, 9300 West Courthouse Road, Manassas, Virginia 20110 (the “**Building**”) which Premises consist of approximately three thousand five hundred sixty (3,560) rentable square feet of space located on the first floor, and known as Suite 102 (hereinafter the “**Original Space**”); and

WHEREAS, the Parties entered into that certain First Amendment to Deed of Lease dated effective as of July 1, 2021 (the “**First Amendment**”); and

WHEREAS, pursuant to the First Amendment, Landlord leased and delivered to Tenant, and Tenant leased from Landlord and occupied that certain additional space consisting of approximately three thousand eight hundred ninety-three (3,893) square feet of rentable space in the Building, commonly known as Suite 201 and Suite 204 (hereinafter the “**Additional Space**”); and

WHEREAS, it is the intent and desire of Landlord and Tenant to further modify and amend the Lease as set forth below to provide, *inter alia*, for Tenant to lease that certain Expansion Space (as defined below) within the Building, which together with the Additional Space and the Original Space, shall comprise the new Premises; and

WHEREAS, the Original Lease, as amended and modified by the First Amendment, and as further amended by this Second Amendment shall collectively hereinafter be referred to in this Second Amendment as the “**Lease**”.

NOW THEREFORE, for and in consideration of good and valuable consideration, the mutual exchange, receipt, and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to amend the Lease as follows:

1. PREMISES

Section 1.1 of the Lease, entitled “**Premises**”, as previously amended by the First Amendment, shall be deleted and restated in its entirety as follows:

“1.1 Premises. The premises demised by this Lease will consist of: (i) approximately Three Thousand Five Hundred Sixty (3,560) rentable square feet of space (being approximately Three Thousand Two Hundred Thirty-Eight (3,238) square feet of usable space) (the “**Original Space**”), located on the first floor of that certain building located at 9300 West Courthouse Road, Manassas, Virginia (the “**Building**”), known as Suite 102; (ii) Three Thousand Eight Hundred and Ninety Three (3,893) rentable square feet of space, located on the second floor of the Building, known as Suites 201 and 204 (the “**Additional Space**”); and (iii) Two Thousand Six Hundred Ninety-Four (2,694) rentable square feet of space, located on the first floor of the Building, known as Suite 105 (the “**Expansion Space**”)

(the Expansion Space together with the Original Space and the Additional Space the “**Premises**”); together with common parking with other tenants of the Building throughout the initial Lease Term and any Renewal Terms, and the non-exclusive use of various Common Areas (as defined in Section 39 hereof), as more particularly set forth herein. The land upon which the Building is situated, which is generally depicted on the diagram attached hereto as **Exhibit A** (the “**Site Plan**”) and incorporated herein by reference, shall be referred to hereinafter as the “**Land**”. The Land and the Building are collectively referred to herein as the “**Project**”. The location and dimensions of the Premises are shown on the conceptual floor plans attached hereto as **Exhibit B-1** (with respect to the Original Space) and **Exhibit B-2** (with respect to the Additional Space) and **Exhibit B-3** (with respect to the Expansion Space), all of which are incorporated herein by reference. No easement for light or air is incorporated in or intended to be conveyed with the Premises.”

2. LEASE TERM

Section 1.3 of the Lease, as previously amended by the First Amendment, entitled “*Lease Term*” shall be deleted and restated in its entirety as follows:

“1.3 Lease Term. The term of this Lease (the “**Term**” or “**Lease Term**”) with respect to the Original Space and the Additional Space, unless sooner terminated under the terms of this Lease or extended in accordance with Section 1.3.1 below, shall continue until May 31, 2023 (the “**Lease Expiration Date**”). The Lease Term with respect to the Expansion Space shall commence on the earlier to occur of the date on which Landlord delivers the Expansion Space to Tenant for its use and occupancy, or August 15, 2022 (the “**Expansion Space Commencement Date**”), and unless sooner terminated under the terms of this Lease or extended in accordance with Section 1.3.1 below, shall co-terminate and expire with the Original Space and Additional Space on the Lease Expiration Date.”

3. SECTIONS 1.4.1 AND 1.4.2

Section 1.4.1 of the Lease, as previously amended by the First Amendment, is hereby deleted in its entirety, and replaced with the following:

“Notwithstanding the foregoing, (A) the Commencement Date of the Lease, as the same relates to the Additional Space, shall refer to July 5, 2021; and (B) the Commencement Date of the Lease, as the same relates to the Expansion Space, shall refer to the Expansion Space Commencement Date.”

Section 1.4.2 of the Lease, as previously amended by the First Amendment, is hereby deleted in its entirety, and replaced with the following:

“Notwithstanding the foregoing, (A) the Rent Commencement Date of the Lease, as the same relates to the Additional Space, shall refer to a date and commence on July 5, 2021; and (B) the Rent Commencement Date of the Lease, as the same relates to the Expansion Space, shall refer to the Expansion Space Commencement Date.”

4. SECTIONS 1.5.1 AND 1.5.2

Section 1.5.1 of the Lease, as previously amended by the First Amendment, is hereby deleted in its entirety and replaced with the following:

“1.5.1 Subject to the provisions of Section 1.5.2 below, annual Base Rent (monthly installments of which may be referred to herein as “***Monthly Base Rent***”) shall be as follows: (i) for the Original Space, Additional Space, and Expansion Space Base shall be as set forth on **Exhibit H** attached hereto and incorporated herein; and (ii) for the Option Period Base Rent shall be as set forth on **Exhibit H-1** attached hereto and incorporated herein.

Section 1.5.2 of the Lease, as previously amended by the First Amendment, is hereby deleted in its entirety, and replaced with the following:

“1.5.2 Thereafter, as of the first twelve (12) month anniversary of the Commencement Date and each annual anniversary thereafter, the Base Rent for the Original Space, the Additional Space, and the Expansion Space shall each be increased to an amount equal to one hundred three percent (103%) of the Base Rent of the immediately preceding Lease Year, as set forth on **Exhibit H** and **Exhibit H-1**.”

5. SECTION 1.7

Section 1.7 of the Lease as previously amended by the First Amendment, shall be deleted in its entirety, and replaced with the following:

“1.7 **Base Year**. For the purposes of this Lease, the Base Year with respect to the Original Space shall be calendar year 2014, the Base Year with respect to the Additional Space shall be calendar year 2021, and the Base Year with respect to the Expansion Space shall be calendar year 2022. Tenant shall pay Additional Rent equal to the Tenant’s Share of the increase of Additional Rents over the Base Year as it relates to both the Original Space, the Additional Space, and the Expansion Space.”

6. SECTION 5.2.6

The following sentence shall be added to the end of Section 5.2.6:

“The term “***Hazardous Materials Release***” shall mean any release, spill, leak, pumping, pouring, emitting, emptying, discharge, injection, escaping, leaching, dumping, or disposing in the environment (air, land and/or water) of any Hazardous Materials.”

7. SECTION 15.2

The first sentence of Section 15.2 of the Lease, as previously amended by the First Amendment, shall be deleted in its entirety, and replaced with the following:

“Other than the initial improvements with respect to the Original Space previously performed by Landlord as set forth in **Exhibit B-1**, Tenant shall not make or allow to be made any alterations, additions, or improvements to or on the Premises without Landlord's prior written consent, which consent shall not unreasonably be withheld, conditioned or delayed. Tenant accepts the Expansion Space in its “as is” condition, subject only to Landlord’s obligation to make certain improvements to the Expansion Space and Original Space as described and shown with greater particularity on **Exhibit B-4** attached hereto and incorporated herein.”

8. SECTION 16

Section 16 of the Lease, entitled "Acceptance of Premises" shall be deleted in its entirety and replaced with the following:

"16. ACCEPTANCE OF PREMISES.

Landlord tendered and Tenant accepted possession of the Original Space and the Additional Space. Landlord shall tender, and Tenant shall accept possession of the Expansion Space in its "as is" condition, subject only to Landlord's obligation to make certain improvements to the Expansion Space and Original Space as shown on Exhibit B-4 attached hereto and incorporated herein."

9. BROKERS

Section 33 of the Lease, entitled "Brokers" shall be deleted in its entirety and replaced with the following:

"33. BROKERS.

Landlord and Tenant acknowledge and agree that G&E Real Estate, Inc., doing business as Newmark ("***Tenant's Broker***"), is the broker representing the Tenant. Landlord shall pay Tenant's Broker a market commission equal to three percent (3%) of the Base Rent of the Expansion Space from the Rent Commencement Date through May 31, 2023. Notwithstanding the foregoing, said commission shall not exceed One Thousand Eight Hundred Twenty-Three and 50/100 Dollars (\$1,823.50). Landlord shall not be required to pay any commission for the lease value attributable to the Option Period, should Tenant exercise its Option under Section 1.3 herein. Landlord and Tenant each represent and warrant to the other that neither it nor its officers or agents nor anyone acting on its behalf has dealt with any real estate broker (except the Tenant's Broker(s) specified in this Section 33) in the negotiating or making of this Lease, nor are any brokers (other than the Tenant's Brokers specified herein) owed any fees, and each party agrees to indemnify and hold harmless the other from any claim or claims, and costs and expenses, including attorneys' fees, incurred by the indemnified party in conjunction with any such claim or claims of any other broker or brokers to a commission in connection with this Lease as a result of the actions of the indemnifying party."

10. OPTION TO EXPAND THE PREMISES.

The following shall be added as Section 53 of the Lease:

"53. OPTION TO EXPAND THE PREMISES; SECOND FLOOR.

Provided Tenant is not then in default hereunder, throughout the Lease Term, as the same may be extended or renewed, Tenant, subject to the terms and conditions of this Section 53, shall have the option (hereinafter the "***Second Floor Expansion Option***") to lease Suite 202, Suite 203, Suite 205, and/or Suite 206 (each a "***Second Floor Expansion Space***" collectively the "***Second Floor Expansion Spaces***") as they become available. Tenant's right to lease shall be contingent upon, and shall not vest until, (a) the occurrence of the expiration date of the existing lease for each Second Floor Expansion Space as follows: Suite 202 (10/31/2026), Suite 203 (12/31/2025), Suite 205 (02/28/2025), and Suite 206 (07/31/2023); and (b) the timely surrender of each space by the then current tenant.

Prior to or promptly following the expiration or sooner termination of any Second Floor Expansion Space, Landlord shall notify Tenant in writing of the availability of the Second Floor Expansion Space (such written notice being herein referred to as the “**Second Floor Expansion Space Availability Notice**”). Tenant shall thereafter have the right to exercise the expansion option for the Second Floor Expansion Space by written notice (the “**Second Floor Expansion Notice**”) to Landlord given not later than ten (10) days after Tenant’s receipt of the Second Floor Expansion Space Availability Notice. In the event Tenant fails to exercise any Second Floor Expansion Option as provided above, the Second Floor Expansion Option for the that particular Second Floor Expansion Space shall be null and void and of no further force or effect. The Second Floor Expansion Option is personal to Tenant and may not be exercised by any sublessee or assignee, or by any other successor or assign of Tenant.

If Tenant duly exercises its expansion option pursuant to this Section 53, then a written amendment to this Lease shall be prepared: (a) to include the Second Floor Expansion Space as part of the Premises with applicable adjustments Additional Rent; (b) so the expiration date of any rights to occupy and lease any Second Floor Expansion Space shall be coterminous with the expiration or sooner termination of this Lease (including any Option Period), and (c) the Expansion Space shall be leased to Tenant upon the same terms and conditions as contained in this Lease, except that (i) the annual Base Rent payable with respect to the Expansion Space shall be equal to an amount specified by Landlord in the Second Floor Expansion Space Availability Notice, and (ii) except to the extent that Landlord agrees in the Second Floor Expansion Space Availability Notice (as hereinafter defined) to provide a tenant improvement allowance or a tenant improvement loan to Tenant, the Expansion Space shall be delivered to Tenant in its “**AS-IS**” condition, Tenant acknowledging and agreeing that Landlord shall have no obligation to improve, remodel or otherwise alter the any Second Floor Expansion Space.

11. CONFIRMATION OF LEASE

Except as specifically provided herein, the terms and conditions of the Lease as amended hereby are confirmed and continue in full force and effect. This Second Amendment shall be binding on the heirs, administrators, successors, and assigns (as the case may be) of the parties hereto. This Second Amendment and the attached exhibits, which are hereby incorporated into and made a part of this Second Amendment, set forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Under no circumstances shall Tenant be entitled to any Rent abatement, improvement allowance, leasehold improvements, or other work to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease, unless specifically set forth in this Second Amendment. Tenant agrees that neither Tenant nor its agents or any other parties acting on behalf of Tenant shall disclose any matters set forth in this Second Amendment or disseminate or distribute any information concerning the terms, details, or conditions hereof to any person, firm, or entity without obtaining the express written consent of Landlord. In the case of any inconsistency between the provisions of the Lease and this Second Amendment, the provisions of this Second Amendment shall govern and control. Submission of this Second Amendment by Landlord is not an offer to enter into this Second Amendment but rather is a solicitation for such an offer by Tenant.

12. CONTINGENCY

This Second Amendment shall be contingent upon the timely surrender of the Expansion Space by the current tenant of the Expansion Space (the “**Existing Tenant**”). Should the Existing Tenant fail to timely surrender the Expansion Space then this Second Amendment shall be null and void and of no further force or effect.

13. MISCELLANEOUS

1. Coleman Rector and Chuck Rector are the owners of the Landlord and are licensed real estate brokers/agents in the State of Virginia.

2. In the event of a conflict between the terms of this Second Amendment and any term of the Lease, the terms of this Second Amendment shall control.

3. The Lease, including this Second Amendment, contains the entire and only agreement between the Parties, and no oral statement or representations or prior written matter not contained or referred to in this instrument shall have any force or effect. The Lease, including this Second Amendment, shall not be modified in any way except by a writing subscribed to by both Parties hereto.

4. This Second Amendment may be executed in any number of counterparts, and it shall not be necessary that each party to this Second Amendment execute each counterpart.

5. The undersigned hereby represents to the other that each possess full power and authority to execute this Second Amendment.

6. The recitals set forth on the first page of this Agreement (along with any defined terms set forth therein) are incorporated into the body of this Agreement by this reference to the same.

7. Notwithstanding any other provision of this Agreement, Tenant only agrees to indemnify Landlord to the extent permitted by law.

[Signature page to follow.]

[The remainder of this page is intentionally left blank.]

SIGNATURE PAGE - SECOND AMENDMENT TO DEED OF LEASE

IN WITNESS WHEREOF, the Parties have duly executed this Second Amendment, or arranged to have this Second Amendment executed on their respective behalves, under seal as of the Effective Date.

LANDLORD:
JUDICIARY PLACE, LLC
a Virginia limited liability company

By: _____ [SEAL]
Name: Coleman G. Rector
Title: Manager
Date: _____, 2022

TENANT:
BOARD OF COUNTY SUPERVISORS
OF PRINCE WILLIAM COUNTY

By: _____ [SEAL]
Name: Matthew F. Villareale
Title: Director, Facilities and Fleet Management
Date: _____, 2022

EXHIBIT H
MONTHLY BASE RENT TABLE

Date	Original Space	Additional Space	Expansion Space	Total
6/1/2021	\$9,018.67			\$9,018.67
7/1/2021	\$9,018.67	\$6,802.28		\$15,820.95
8/1/2021	\$9,018.67	\$8,110.42		\$17,129.08
9/1/2021	\$9,018.67	\$8,110.42		\$17,129.08
10/1/2021	\$9,018.67	\$8,110.42		\$17,129.08
11/1/2021	\$9,018.67	\$8,110.42		\$17,129.08
12/1/2021	\$9,018.67	\$8,110.42		\$17,129.08
1/1/2022	\$9,018.67	\$8,110.42		\$17,129.08
2/1/2022	\$9,018.67	\$8,110.42		\$17,129.08
3/1/2022	\$9,018.67	\$8,110.42		\$17,129.08
4/1/2022	\$9,018.67	\$8,110.42		\$17,129.08
5/1/2022	\$9,018.67	\$8,110.42		\$17,129.08
6/1/2022	\$9,289.23	\$8,353.73		\$17,642.96
7/1/2022	\$9,289.23	\$8,353.73		\$17,642.96
8/1/2022	\$9,289.23	\$8,353.73	\$3,199.13*	\$20,842.08
9/1/2022	\$9,289.23	\$8,353.73	\$6,398.25	\$24,041.21
10/1/2022	\$9,289.23	\$8,353.73	\$6,398.25	\$24,041.21
11/1/2022	\$9,289.23	\$8,353.73	\$6,398.25	\$24,041.21
12/1/2022	\$9,289.23	\$8,353.73	\$6,398.25	\$24,041.21
1/1/2023	\$9,289.23	\$8,353.73	\$6,398.25	\$24,041.21
2/1/2023	\$9,289.23	\$8,353.73	\$6,398.25	\$24,041.21
3/1/2023	\$9,289.23	\$8,353.73	\$6,398.25	\$24,041.21
4/1/2023	\$9,289.23	\$8,353.73	\$6,398.25	\$24,041.21
5/1/2023	\$9,289.23	\$8,353.73	\$6,398.25	\$24,041.21

*Assumes an Expansion Space Commencement Date of August 15, 2022. In the event the Expansion Space Commencement Date is not August 15, 2022, then Landlord shall prepare an amended and restated exhibit to Landlord to reflect the actual Expansion Space Commencement Date and the monthly installments of Base Rent due and payable from Tenant to Landlord.

EXHIBIT H-1
MONTHLY BASE RENT TABLE - OPTION PERIOD

Date	Original Space	Additional Space	Expansion Space	Total
6/1/2023	\$9,567.90	\$8,604.34	\$6,590.20	\$24,762.44
7/1/2023	\$9,567.90	\$8,604.34	\$6,590.20	\$24,762.44
8/1/2023	\$9,567.90	\$8,604.34	\$6,590.20	\$24,762.44
9/1/2023	\$9,567.90	\$8,604.34	\$6,590.20	\$24,762.44
10/1/2023	\$9,567.90	\$8,604.34	\$6,590.20	\$24,762.44
11/1/2023	\$9,567.90	\$8,604.34	\$6,590.20	\$24,762.44
12/1/2023	\$9,567.90	\$8,604.34	\$6,590.20	\$24,762.44
1/1/2024	\$9,567.90	\$8,604.34	\$6,590.20	\$24,762.44
2/1/2024	\$9,567.90	\$8,604.34	\$6,590.20	\$24,762.44
3/1/2024	\$9,567.90	\$8,604.34	\$6,590.20	\$24,762.44
4/1/2024	\$9,567.90	\$8,604.34	\$6,590.20	\$24,762.44
5/1/2024	\$9,567.90	\$8,604.34	\$6,590.20	\$24,762.44
6/1/2024	\$9,854.94	\$8,862.47	\$6,787.90	\$25,505.32
7/1/2024	\$9,854.94	\$8,862.47	\$6,787.90	\$25,505.32
8/1/2024	\$9,854.94	\$8,862.47	\$6,787.90	\$25,505.32
9/1/2024	\$9,854.94	\$8,862.47	\$6,787.90	\$25,505.32
10/1/2024	\$9,854.94	\$8,862.47	\$6,787.90	\$25,505.32
11/1/2024	\$9,854.94	\$8,862.47	\$6,787.90	\$25,505.32
12/1/2024	\$9,854.94	\$8,862.47	\$6,787.90	\$25,505.32
1/1/2025	\$9,854.94	\$8,862.47	\$6,787.90	\$25,505.32
2/1/2025	\$9,854.94	\$8,862.47	\$6,787.90	\$25,505.32
3/1/2025	\$9,854.94	\$8,862.47	\$6,787.90	\$25,505.32
4/1/2025	\$9,854.94	\$8,862.47	\$6,787.90	\$25,505.32
5/1/2025	\$9,854.94	\$8,862.47	\$6,787.90	\$25,505.32
6/1/2025	\$10,150.59	\$9,128.35	\$6,991.54	\$26,270.47
7/1/2025	\$10,150.59	\$9,128.35	\$6,991.54	\$26,270.47
8/1/2025	\$10,150.59	\$9,128.35	\$6,991.54	\$26,270.47
9/1/2025	\$10,150.59	\$9,128.35	\$6,991.54	\$26,270.47
10/1/2025	\$10,150.59	\$9,128.35	\$6,991.54	\$26,270.47
11/1/2025	\$10,150.59	\$9,128.35	\$6,991.54	\$26,270.47
12/1/2025	\$10,150.59	\$9,128.35	\$6,991.54	\$26,270.47
1/1/2026	\$10,150.59	\$9,128.35	\$6,991.54	\$26,270.47
2/1/2026	\$10,150.59	\$9,128.35	\$6,991.54	\$26,270.47
3/1/2026	\$10,150.59	\$9,128.35	\$6,991.54	\$26,270.47
4/1/2026	\$10,150.59	\$9,128.35	\$6,991.54	\$26,270.47
5/1/2026	\$10,150.59	\$9,128.35	\$6,991.54	\$26,270.47

MOTION: VEGA

**April 12, 2022
Regular Meeting
Res. No. 22-192**

SECOND: CANDLAND

**RE: REQUEST THE FEDERAL GOVERNMENT REIMBURSE PRINCE WILLIAM COUNTY
FOR INCREASED FUEL COSTS**

ACTION: FAILED

WHEREAS, the federal government has reimbursed localities for costs associated with emergencies and disasters; and

WHEREAS, the increased fuel costs for Prince William County were unforeseen and present challenges for many agencies;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby requests that the federal government reimburse Prince William County for increased fuel costs.

Votes:

Ayes: Candland, Vega

Nays: Angry, Bailey, Boddye, Franklin, Wheeler

Absent from Vote: Lawson

Absent from Meeting: None

ATTEST: _____



Clerk to the Board

MOTION: BAILEY

**April 12, 2022
Regular Meeting
Res. No. 22-193**

SECOND: CANDLAND

RE: TRANSFER, BUDGET, AND APPROPRIATE \$400,000 FROM THE FISCAL YEAR 2022 CONTINGENCY TO THE DEPARTMENT OF FACILITIES AND FLEET MANAGEMENT TO FUND A PROJECTED FUEL BUDGET SHORTFALL

ACTION: APPROVED

WHEREAS, the Department of Facilities and Fleet Management is responsible for managing the County fuel system and budget for the County fleet; and

WHEREAS, the Fleet fuel budget for Fiscal Year (FY) 2022, which includes gasoline and diesel fuel, is \$2,111,899; and

WHEREAS, due to ongoing inflation and the conflict in Ukraine, global fuel prices have risen significantly, and the County's contractual fuel price for unleaded gasoline was \$2.48 per gallon in January 2022 and rose to \$3.67 in March 2022; and

WHEREAS staff anticipates that the price per gallon for unleaded gasoline will rise above \$4.00 per gallon, creating a \$400,000 shortfall in the fuel budget;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby transfers, budgets, and appropriates \$400,000 from Fiscal Year 2022 Contingency to the Department of Facilities and Fleet Management to fund a projected fuel budget shortfall.

Votes:

Ayes: Angry, Bailey, Boddye, Candland, Franklin, Wheeler

Nays: Vega

Absent from Vote: Lawson

Absent from Meeting: None

For Information

Director of Facilities and Fleet Management

Director of Finance

Director of Management and Budget

ATTEST: _____



Clerk to the Board

MOTION: BAILEY

**April 12, 2022
Regular Meeting
Res. No. 22-194**

SECOND: FRANKLIN

RE: PROCLAIM – APRIL 2022 – FAIR HOUSING MONTH IN PRINCE WILLIAM COUNTY

ACTION: APPROVED

WHEREAS, Title VIII of the Civil Rights Act of 1968 also known as The Fair Housing Act, was signed into law by President Lyndon B. Johnson on April 11, 1968 with the goal of eliminating racial segregation and ending housing discrimination; and

WHEREAS, the Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, handicap, sexual orientation and gender identity, and further recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, the Virginia Fair Housing Law further prohibits discrimination in housing based on the source of and veterans status; and

WHEREAS, Prince William County is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

WHEREAS, our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

WHEREAS, more than fifty years after the Fair Housing Act was signed into law, discrimination persists; and

WHEREAS, continued acts of housing discrimination and barriers to equal opportunity are illegal and run contrary to common sense, decency, and fairness;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby proclaims the month of April 2022, as Fair Housing Month in Prince William County, an inclusive community committed to fair housing, and to promoting appropriate activities by public and private entities to provide and advocate for equal housing opportunities for all current and prospective residents of the county.

Votes:

Ayes: Angry, Bailey, Boddye, Franklin, Wheeler

Nays: None

Absent from Vote: Lawson

Absent from Meeting: None

Abstain from Vote: Candland, Vega

ATTEST:



Clerk to the Board

MOTION: BAILEY

**April 12, 2022
Regular Meeting
Res. No. 22-195**

SECOND: FRANKLIN

RE: PROCLAIM – APRIL 12, 2022 – EDUCATION AND SHARING DAY

ACTION: APPROVED

WHEREAS, a quality education is one of the significant foundations for the success of our state, our country, and our society at large; and in Prince William County, we strive for the betterment of all of our citizens through an increased focus on education and sharing; and

WHEREAS, through providing the possibility of an excellent education for all, especially children, with which to gain knowledge through rigorous study, we can create hope for a brighter, kinder, and more united and prosperous future in the lives of so many; and

WHEREAS, the educational system must also focus on building character by emphasizing the cultivation of universal moral and ethical values that have served society from the beginnings of civilization; and

WHEREAS, one of the leading global advocates for the advancement of education, the Lubavitcher Rebbe, Rabbi Menachem Schneerson, stressed the importance of moral and ethical education as the bedrock of humanity and the hallmark of a healthy society, and strongly urged that education be reinforced by the inculcation of strong moral values; and

WHEREAS, in recognition of the Rebbe's outstanding and lasting contributions toward improvements in world education, morality, and acts of charity, he was awarded the Congressional Gold Medal, and the United States Congress has established his birthdate as a national day to raise awareness and strengthen the education of our children; and

WHEREAS, April 12, 2022, will mark 120 years since the Rebbe's birth, and the date will be celebrated across these United States and around the globe in tribute to the Rebbe's vision, guidance, and leadership; and

WHEREAS, we presently battle a global pandemic which has disrupted traditional models of education across our nation, while concurrently motivating a focus on the stronger core values we wish to impart to children and adults, beyond academic achievement; and

WHEREAS, we can nurture the unity of diverse peoples through encouraging increased acts of goodness and kindness, and with awareness that even a single positive act of an individual can make a major impact in this world;

NOW, THEREFORE, BE IT RESOLVED that Prince William Board of County Supervisors hereby proclaims that April 12, 2022, will be recognized as "Education and Sharing Day" and calls upon government officials, educators, volunteers, and citizens to reach out to those within our communities and work to create a better, brighter, and more hopeful future for all.

April 12, 2022
Regular Meeting
Res. No. 22-195
Page Two

Votes:

Ayes: Angry, Bailey, Boddye, Franklin, Wheeler

Nays: None

Absent from Vote: Lawson

Absent from Meeting: None

Abstain from Vote: Candland, Vega

ATTEST: _____

A handwritten signature in blue ink, reading "Andrea P. Madden", is written over a horizontal line.

Clerk to the Board

MOTION: BAILEY

**April 12, 2022
Regular Meeting
Res. No. 22-196**

SECOND: FRANKLIN

RE: PROCLAIM – APRIL 17 – 23, 2022 – NATIONAL VOLUNTEER WEEK

ACTION: APPROVED

WHEREAS, National Volunteer Week was established in 1974 to celebrate the impact of volunteers in their respective communities and inspire others to serve; and

WHEREAS, volunteers across Prince William County serve the community with pride and commitment, continuously enhancing the quality of life in Prince William County and supporting the County's strategic vision to be a Community of Choice; and

WHEREAS, as Prince William County agencies including the Clerk of Circuit Court, Libraries, Area Agency on Aging, Prince William Health District, Police, Adult Detention Center, Fire and Rescue System, Parks, Recreation, and Tourism, and Virginia Cooperative Extension Prince William, thrive with volunteer participation, increasing the number of residents who are touched by quality of life services and programs; and

WHEREAS, in 2021, even in the midst of the global pandemic, volunteers continued to donate their time to serve the community; and

WHEREAS, in 2021, 3,599 Prince William County volunteers gave 76,829 hours in support of our programs. The value of their time is the equivalent of 39.4 full time staff and equals \$2,192,699; and

WHEREAS, individuals and groups play an important role by building a successful, strong, and vibrant community by providing a critical role in the quality of life and well-being of our residents;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby proclaims April 17 – 23, 2022, National Volunteer Week, recognizes and thanks all of our dedicated volunteers who lend their time, talent, voice, and support to causes they care about and to urge all citizens of Prince William County to consider volunteering.

Votes:

Ayes: Angry, Bailey, Boddye, Franklin, Wheeler

Nays: None

Absent from Vote: Lawson

Absent from Meeting: None

Abstain from Vote: Candland, Vega

ATTEST:



Clerk to the Board

MOTION: BAILEY

**April 12, 2022
Regular Meeting
Res. No. 22-197**

SECOND: ANGRY

RE: APPOINT – RAHEEL SHEIKH – PRINCE WILLIAM COUNTY TRAILS AND BLUEWAYS COUNCIL

ACTION: APPROVED

WHEREAS, a vacancy exists for a Regular Potomac Magisterial District Representative to the Prince William County Trails and Blueways Council; and

WHEREAS, Supervisor Bailey desires to appoint Raheel Sheikh as a Regular Potomac Magisterial District Representative to the Prince William County Trails and Blueways Council; and

WHEREAS, a Notice of Intent to Appoint Raheel Sheikh as a Regular Potomac Magisterial District Representative to the Prince William County Trails and Blueways Council was offered at the meeting of the Prince William Board of County Supervisors on April 5, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby appoints Raheel Sheikh as a Regular Potomac Magisterial District Representative to the Prince William County Trails and Blueways Council;

BE IT FURTHER RESOLVED that the term of office for this appointment is coterminous with that of the Board of County Supervisor which appointed them and they shall serve at the pleasure of the Board during that term.

<u>NAME</u>	<u>TYPE</u>	<u>REP</u>	<u>TERM</u>
Raheel Sheikh	REG	PO	12/31/2023

Votes:

Ayes: Angry, Bailey, Boddye, Candland, Franklin, Lawson, Vega, Wheeler

Nays: None

Absent from Vote: None

Absent from Meeting: None

For Information:

Appointee

Prince William County Trails and Blueways Council Liaison

BCC Manual

ATTEST:



Clerk to the Board

MOTION: BAILEY

**April 12, 2022
Regular Meeting
Res. No. 22-198**

SECOND: ANGRY

RE: APPOINT – LIEUTENANT KELLIE CRESPO TO THE SUPPLEMENTAL PENSION PLAN FOR SWORN AND UNIFORMED PUBLIC SAFETY PERSONNEL – BOARD OF TRUSTEES, TO SERVE AS THE SHERIFF / ADULT DETENTION CENTER REPRESENTATIVE

ACTION: APPROVED

WHEREAS, in 1985, the Prince William Board of County Supervisors (Board) established a Supplemental Pension Plan for Police Officers and Uniformed Fire and Rescue Personnel (the Plan) governed by a Trust Agreement (the Trust) effective July 1, 1985; and

WHEREAS, a Board of Trustees is provided for in the Trust Agreement, the administrative document which governs the Supplemental Pension Plan for Sworn and Uniformed Public Safety Personnel (the Plan) Trust and the Trustees have fiduciary responsibility for management and administration of the Plan; and

WHEREAS, the board of Trustees consists of one (1) Police Department representative, one (1) Department of Fire and Rescue representative, one (1) Sheriff / Adult Detention Center (ADC) representative, the Finance Director, the Human Resources Director, two (2) citizens appointed At-Large, and two (2) non-voting Police and Fire and Rescue retirees; and

WHEREAS, Sheriff Glendell Hill recommended Kellie Crespo, a Lieutenant with the Prince William County Sheriff's Office, fill the seat recently vacated by Heath Stearns and serve as the Sheriff / ADC representative; and

WHEREAS, the Board is requested to approve the appointment of Lieutenant Kellie Crespo as the Sheriff / ADC representative to the Supplemental Pension Plan for Sworn and Uniformed Public Safety Personnel;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby appoints Lieutenant Kellie Crespo to the Supplemental Pension Plan for Sworn and Uniformed Public Safety Personnel – Board of Trustees, to serve as the Sheriff / Adult Detention Center representative.

Votes:

Ayes: Angry, Bailey, Boddye, Candland, Franklin, Lawson, Vega, Wheeler

Nays: None

Absent from Vote: None

Absent from Meeting: None

ATTEST:



Clerk to the Board

MOTION: BAILEY

SECOND: LAWSON

RE: ADJOURN MEETING

ACTION: APPROVED

**April 12, 2022
Regular Meeting
Res. No. 22-199**

WHEREAS, the Prince William Board of County Supervisors has completed all items on the agenda for April 12, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby adjourns the meeting of April 12, 2022 at 11:11P.M.

Votes:

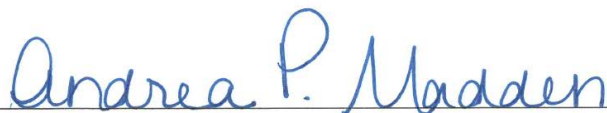
Ayes: Angry, Bailey, Boddye, Candland, Franklin, Lawson, Vega, Wheeler

Nays: None

Absent from Vote: None

Absent from Meeting: None

ATTEST: _____

Handwritten signature of Andrea P. Madden in blue ink.

Clerk to the Board