

MOTION:

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

SECOND:

RE: AUTHORIZE THE GRANTING OF A LICENSE AGREEMENT TO MERLY ABBAS-ERICSSON 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:

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, has an agreement to sell his business equipment to Merly Abbas-Ericsson, contingent upon the County granting a License Agreement to Merly Abbas-Ericsson 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-Ericsson; and

WHEREAS, prior to granting a License Agreement with Merly Abbas-Ericsson, the Board set a public hearing for the Board meeting on April 12, 2022, and the advertising of public notice for this License Agreement occurred on April 28 and May 5, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby authorizes the granting of a License Agreement to Merly Abbas-Ericsson for the management, operation, and maintenance of a food service operation at the Development Services Building, 5 County Complex Court, Woodbridge, Virginia, 22192, in the Occoquan Magisterial District;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the Director of Facilities and Fleet Management, or his designee, to execute the License Agreement and other associated documents as are approved as to form by the County Attorney's Office.

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ATTACHMENT: License Agreement

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

For Information:

Director of Facilities and Fleet Management
County Attorney

ATTEST: _____
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 sixty (60) 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 OMMITTED.

6. STATEMENT OF GROSS SALES- INTENTIONALLY OMMITTED.

7. LICENSEE'S RECORDS-INTENTIONALLY OMMITTED.

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

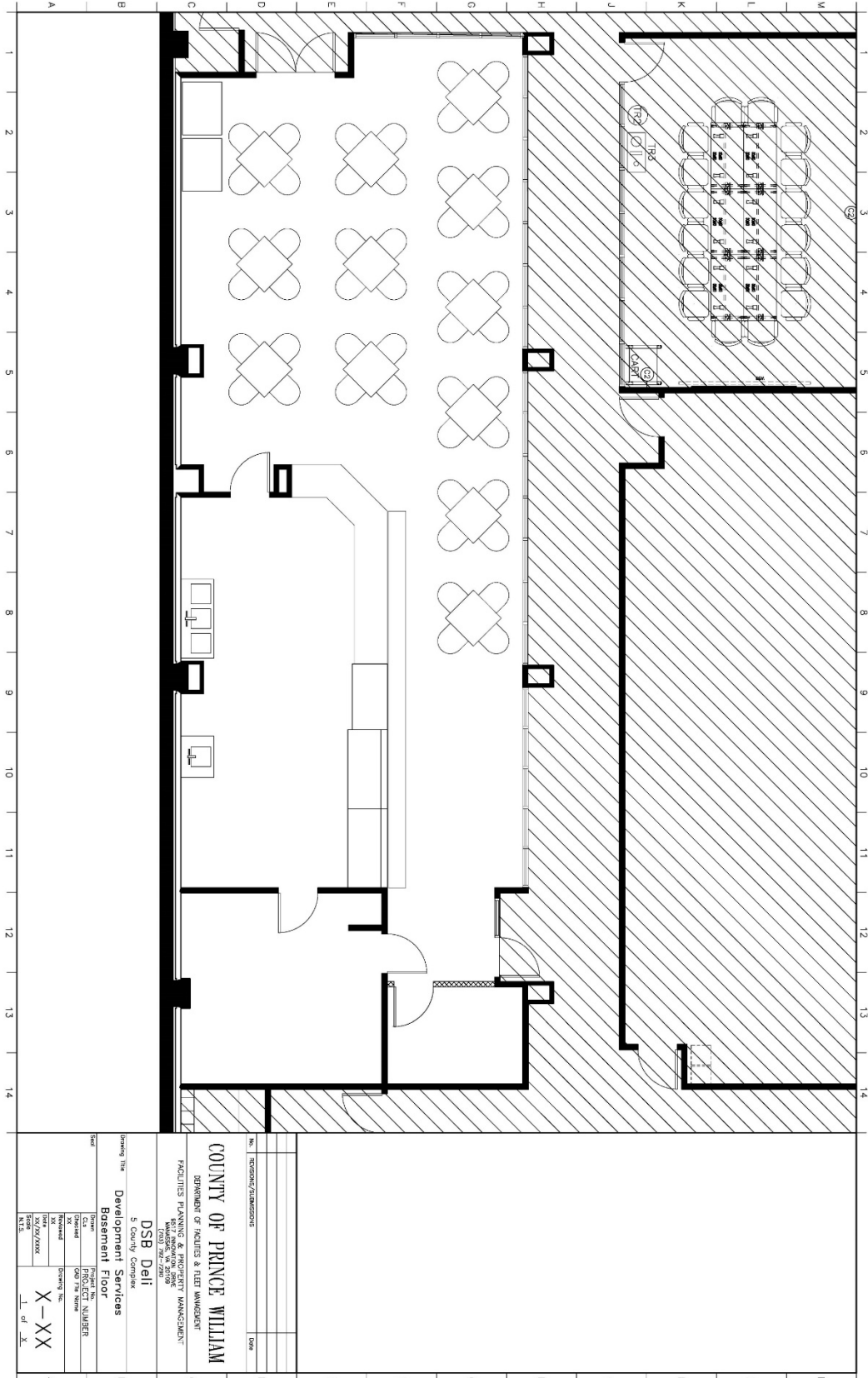


EXHIBIT B
INTENTIONALLY OMITTED

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 fingermarks 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



STAFF REPORT

Board Meeting Date:	May 10, 2022
Agenda Title:	Authorize the Granting of a License Agreement to Merly Abbas-Ericsson for the Management, Operation, and Maintenance of a Food Service Operation in the Development Services Building, 5 County Complex Court, Prince William, Virginia, 22192
District Impact:	Occoquan Magisterial District
Requested Action:	Approve the resolution to authorize the License Agreement.
Department / Agency Lead:	Facilities and Fleet Management
Staff Lead:	Matthew F. Villareale, Director

EXECUTIVE SUMMARY

The current food service operator on the lower level of the Development Services Building (DSB) has entered into an agreement to sell his business. The sale is contingent upon a different food vendor operator, Merly Abbas-Ericsson, entering into a new License Agreement with the County to manage, operate, and maintain a food service operation at DSB.

Staff recommends that the Prince William Board of County Supervisors (Board) authorize the granting of a License Agreement to Merly-Abbas Ericsson for the management, operation, and maintenance of a food service operation in the DSB, 5 County Complex Court, Prince William, Virginia, 22192.

BACKGROUND

The County designed DSB with the intention of having a food service available to serve the staff and public visiting and working at the County Complex, much like the food service operations at the Judicial Center. A food service has been operating in DSB since 2007. The current operator, Two Cousins, LLC, was granted a License Agreement with the County on May 1, 2011, to operate, manage, and maintain a food service operation in DSB. The owner of Two Cousins, LLC, is ready to retire and has entered into an agreement to sell his business equipment to Merly Abbas-Ericsson. The sale of the business equipment is contingent upon the County granting a License Agreement to Merly Abbas-Ericsson to be the new food service vendor at DSB.

The Department of Facilities and Fleet Management, Property Management Division, has negotiated a new five (5) year License Agreement with Merly Abbas-Ericsson to occupy approximately 2,445 square feet of space at DSB to manage, operate, and maintain a food service operation. If granted, the term of the License Agreement will commence on May 15, 2022 and expire on April 1, 2027.

STAFF RECOMMENDATION

Staff recommends that the Board authorize the granting of a License Agreement to Merly Abbas-Ericsson for the management, operation, and maintenance of a food service operation at the DSB, 5 County Complex Court, Woodbridge, Virginia, 22192.

Service Level / Policy Impact

Granting the License Agreement for a food service operation located on the lower level of DSB will provide the convenience for County staff, County Complex visitors, and the public.

Fiscal Impact

There will be no additional costs to the County. Any costs associated with improvements to the space will be the obligation of Merly Abbas-Ericsson. The License Agreement does not generate any revenues for the County.

Legal Impact

The Board has the legal authority to authorize the granting of a License Agreement with Merly Abbas-Ericsson for the management, operation, and maintenance of a food service operation in DSB.

STAFF CONTACT INFORMATION

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