

Issue Analysis Form

Date: September 13, 2022
Item: Lease Agreement with L3Harris Technologies, Inc.
Lead Department(s): County Attorney
Contact Person(s): Dan Whitten



Description and Current Status

L3Harris Technologies, Inc., has subcontracted with AMK Services as the maintenance provider for the Communications System and has approached the County to request that the County lease a storage bay to store equipment related to the Communications System. The bay is located at 10010 County Drive in Disputanta, Virginia and is identified as Tax Map # 46A(0A)00-070-0. The County owns this property. The following facilities are located on the property: Disputanta Volunteer Fire Company, Disputanta Community Center and the Disputanta Library. The bay is part of the Disputanta Community Center and is not currently being used.

The 20 year lease term will begin September 14, 2022 and end on September 13, 2042. L3Harris Technologies will have the option to extend the lease on an annual basis upon the agreement of the County to extend the lease. There will be no fee for the use of the bay.

In order to lease real estate owned by the County, the Board must hold a public hearing pursuant to Section 15.2-1800 of the Code of Virginia, 1950, as amended. A draft lease is attached for consideration; a motion approving the County to lease a storage bay at the Disputanta Community Center to L3 Harris Technologies, Inc. is requested.

Sample Motion: I move that the Board approve the lease for L3Harris Technologies, Inc. to lease a storage bay at the Disputanta Community Center.

Government Path

- | | | |
|---|---|--|
| Does this require IDA action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does this require BZA action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does This require Planning Commission Action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does this require Board of Supervisors action? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Does this require a public hearing? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| If so, before what date? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Fiscal Impact Statement

The draft lease does not provide for a lease payment to the County.

County Impact

The County is not using the bay at the Disputanta Community Center and it is not currently needed for general government activities of the County.

Notes

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia, this 13th day of September, 2022:

Present:

Marlene J. Waymack, Chair
Donald Hunter, Vice Chair
Floyd M. Brown, Jr.
Alan R. Carmichael
T. J. Webb

Vote:

On motion of _____, seconded by _____, which carried by a vote of _____ in favor and _____ opposed, the following Resolution was adopted:

**PUBLIC HEARING: LEASE AGREEMENT FOR USE OF A STORAGE BAY
AT THE DISPUTANTA COMMUNITY CENTER BETWEEN
THE COUNTY OF PRINCE GEORGE, VIRGINIA AND
L3HARRIS TECHNOLOGIES, INC.**

NOW, THEREFORE, BE IT RESOLVED that the Prince George County Board of Supervisors this 13th day of September, 2022, does hereby authorize the County Administrator to execute a Lease Agreement between Prince George County and L3Harris Technologies, Inc.

A Copy Teste:

Jeffrey D. Stoke
County Administrator

LEASE AGREEMENT BETWEEN
THE COUNTY OF PRINCE GEORGE, VIRGINIA
AND L3HARRIS TECHNOLOGIES

THIS LEASE AGREEMENT (“Agreement”), made this ____ day of _____, 2022, by and between the **COUNTY OF PRINCE GEORGE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, (“County”), with a business address of 6602 Courts Drive, Prince George, Virginia 23875, and **L3HARRIS TECHNOLOGIES, INC.**, a Delaware Corporation acting through its **Communication Systems Segment (“L3Harris)**, with a business address of 221 Jefferson Ridge Parkway, Lynchburg, Virginia 24501.

WITNESSETH:

WHEREAS, the County is the owner of property located at 10010 County Drive in Disputanta, Virginia and identified as Tax Map Number 46A(0A)00-070-0 (“Property”); and

WHEREAS, the following facilities are located on the Property:

- (1) Disputanta Volunteer Fire Company, Station 2;
- (2) Disputanta Community Center; and
- (3) Disputanta Library.

WHEREAS, L3Harris has subcontracted with AMK Services to provide maintenance for the County radio system for a 20 year term.

WHEREAS, L3Harris desires to lease a storage bay (“Bay”) which is part of the same building housing the Disputanta Community Center and the Disputanta Library for storage of communications equipment owned by the County (“Equipment”) and for office space for a radio technician; and

WHEREAS, the County is willing to lease the Bay to L3Harris for such purposes under the following terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

1. Description of Lease. The County does hereby agree to lease the Bay to L3Harris for the purpose of storing the Equipment and for providing office space for a radio technician.

2. Term of Agreement. The Agreement shall begin on September 14, 2022 and end on September 13, 2042 (“Lease Term”) and shall remain in force and effect until one of the parties hereto terminates the Agreement.

3. Additional Term. L3Harris has the option to extend the Agreement on an annual basis after providing thirty (30) days written notice to the County and upon the agreement of the County to extend the Agreement.

4. Rent. L3Harris shall pay the County no fee for the use of the Bay.

5. Use of the Bay.

(a) The Bay shall only be used for the storage of the Equipment related to the Communications System and for office space for a radio technician.

(b) During the term of the lease, the County will continue to have access to the Bay for inspection or maintenance or to improve the Bay. L3Harris accepts the Bay “as is” and warrants that it has done a diligent inspection of the Bay and is aware of the condition of the interior and any environmental or safety issues that may require remediation.

6. L3Harris’ Responsibilities.

(a) L3Harris shall be responsible for the general cleanliness of the Bay.

(b) At the end of the Lease Term including any extensions, the Bay shall be returned to its condition at the beginning of the Lease Term. L3Harris shall repair all damages to the Bay caused by its agents, employees, or guests.

(c) L3Harris may make improvements or repairs to the Bay at its sole expense only upon prior written approval of the County and so long as such improvements or repairs do not negatively affect the current or future use of the Bay by the County.

(d) L3Harris agrees to notify the County of any maintenance needs in the Bay.

(f) No alcohol, alcoholic beverages or tobacco products shall be consumed or used in the Bay.

7. County's Responsibilities:

(a) The County shall provide ample and proper shelving, office space and HVAC in the Bay for the proper storage of the Equipment.

(b) The County shall be responsible for repair and maintenance of the Bay.

(c) The County will also pay any utility costs related to the use of the Bay including electricity, water, sewer, natural gas, heating oil and propane.

(d) All bug, pest or vermin control measures shall be performed by the County.

8. Insurance. L3Harris shall procure and maintain Commercial General Liability insurance with policy limits of not less than One Million Dollars (\$1,000,000) combined limits per occurrence. Such policy must name the County of Prince George, Virginia as additional insured and must contain provisions preventing cancellation, non-renewal or expiration unless written notice is given to the County at least thirty (30) days in advance.

9. Indemnification. L3Harris does specifically agree that it will indemnify, hold harmless and defend the County, its officials, employees and agents from any and all claims, demands and causes of action of any nature for injuries or death of persons, or loss or damage to property, as the result of the use of the Bay by L3Harris.

10. Liability. The County shall not be liable for any damage to or loss of any of L3Harris' property or any of its agents or employees which is brought into the Bay, regardless of how such damage or loss may occur. It is expressly agreed and understood that L3Harris, its tenants, agents and employees, in placing property in the Bay, do so at their own risk. L3Harris shall not be responsible for damage or loss of County assets in the Bay that are due to events beyond the control of L3Harris.

11. Termination. The Agreement may be terminated by the County, with or without cause, upon thirty (30) day advance written notice to L3Harris from the County Administrator. Provided, however, the Agreement may be terminated immediately after written notice upon the County Administrator's determination that any condition exists in the Bay that is a threat to the health of County employees, members of the public, or to the environment.

12. Assignment and Sublease. L3Harris shall not, without prior written consent of the County, assign or sublease the Bay in whole or in part.

13. Interpretation. Interpretation of the provisions of the Agreement shall be in accordance with the laws of the Commonwealth of Virginia.

14. Severability. Any term of the Agreement which is prohibited by, or is unlawful or unenforceable under Virginia law shall be ineffective only to the extent of such prohibition, without invalidating the remaining terms of this Agreement.

15. Binding Upon Successors. The Agreement shall be binding upon the parties hereto and their successors in interest, including but not limited to heirs, assigns, executors, and administrators.

16. Entire Agreement. The Agreement constitutes the entire, full, and complete understanding and agreement of the parties, and may not be modified orally or in any other manner than by agreement in writing signed by all parties to the Agreement or their respective successors in interest.

IN WITNESS THEREOF, the parties hereafter have caused this Agreement to be duly executed the date and year above written, all by due authority.

COUNTY OF PRINCE GEORGE, VIRGINIA

By: _____
Jeffrey D. Stoke, County Administrator

COUNTY OF PRINCE GEORGE
COMMONWEALTH OF VIRGINIA

I, _____, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Jeffrey D. Stoke, County Administrator of the County of Prince George, Virginia, whose name is signed on behalf of the County of Prince George, Virginia to the foregoing Lease Agreement has this day personally appeared and acknowledged the same before me in the Commonwealth and in the County aforesaid.

Given under my hand this ____ day of _____, 2022.

Notary Public

Commission expiration date: _____

Notary registration number: _____

Approved as to form:

Dan N. Whitten
County Attorney

L3HARRIS TECHNOLOGIES

By: _____

Print: _____

COMMONWEALTH/STATE OF _____
COUNTY/CITY OF _____

I hereby certify that on this ____ day of _____, 2022, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who signed the foregoing instrument, and acknowledged the same before me in the Commonwealth and in the County aforesaid.

Notary Public

Commission expiration date: _____

Notary registration number: _____

Ad Preview

NOTICE OF PUBLIC HEARING COUNTY OF PRINCE GEORGE

Notice is hereby given to all interested persons that the Prince George Board of Supervisors will hold a public hearing on September 13, 2022 beginning at 7:30 p.m. in the Board of Supervisors Meeting Room, Third Floor of the County Administration Building, 6602 Courts Drive, Prince George, Virginia, (located at the intersection of Laurel Springs Road and Courts Drive in the County Government Complex) pursuant to § 15.2-1427, Code of Virginia (1950), as amended, to consider:

The conveyance of a lease for a storage bay area at the Disputanta Community Center located at 10010 County Drive to L3 Harris Technologies, Inc. The lease will be from September 14, 2022 through September 13, 2042 with the option to extend the lease on an annual basis upon agreement with the County to extend the lease.

A copy of the proposed Lease is available for review in the County Administrator's Office (Tel. 722-8600), 6602 Courts Drive, Prince George, Virginia. All interested persons shall be given an opportunity to be heard.

Jeffrey D. Stoke
County Administrator
9/8/2022 7697048