

RESUME

November 9, 2016

APPROVAL OF AN AMENDMENT TO THE “STATEMENT OF AGREEMENT” WITH THE HEALTH DEPARTMENT IN ORDER TO MODIFY LEASE TERMS FOR USE OF THE HUMAN SERVICES BUILDING

Since at least 2004, the County has entered into an agreement with the Commonwealth of Virginia for the Health Department to provide services related to local ordinances and in order to lease space in the Human Services Building used by the Health Department. (See the attached signed lease.) The State’s proposed revision indicates that the Agreement has actually existed since 1988. By Executive Order, Governor McAuliffe has recently required that all localities who lease space to State agencies must amend existing leases to prohibit the possession of firearms in the leased areas used by State agencies (see attached amendment form). Under the Executive Order, the County must post signs at the Health Department and in the parking lot providing notice that firearms are prohibited. The State will pay for the cost of these signs. Normally, under State law, the County cannot pass any ordinance or regulation prohibiting possession of firearms in public buildings. Existing State law prohibits possession of firearms in courts and on school property.

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 9th day of October, 2016:

Present:

Vote:

William A. Robertson, Jr., Chairman
Jerry J. Skalsky, Vice-Chairman
Alan R. Carmichael
Donald R. Hunter
T. J. Webb

A-2

On motion of _____, seconded by _____, which carried unanimously, the following Resolution was adopted:

APPROVAL OF AN AMENDMENT TO THE "STATEMENT OF AGREEMENT" WITH THE HEALTH DEPARTMENT IN ORDER TO MODIFY LEASE TERMS FOR USE OF THE HUMAN SERVICES BUILDING

WHEREAS, Since at least 2004, the County has entered into an agreement with the Commonwealth of Virginia for the Health Department to provide services related to local ordinances and in order to lease space in the Human Services Building used by the Health Department; and

WHEREAS, The State's proposed revision indicates that the Agreement has actually existed since 1988. By Executive Order, Governor McAuliffe has recently required that all localities who lease space to State agencies must amend existing leases to prohibit the possession of firearms in the leased areas used by State agencies; and

WHEREAS, Under the Executive Order, the County must post signs at the Health Department and in the parking lot providing notice that firearms are prohibited. The State will pay for the cost of these signs. Normally, under State law, the County cannot pass any ordinance or regulation prohibiting possession of firearms in public buildings. Existing State law prohibits possession of firearms in courts and on school property.

NOW, THEREFORE, BE IT RESOLVED, That the Board of Supervisors of Prince George County, Virginia, on this 9th day of November, 2016, does hereby approve an amendment to the Statement of Agreement with the Health Department in order to modify lease terms for use of the Human Services Building.

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A Copy Teste:

Percy C. Ashcraft
County Administrator

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF HEALTH**

STATEMENT OF AGREEMENT WITH the Board of Supervisors of Prince George County

Under this agreement, which is created in satisfaction of the requirements of § 32.1-31 of the *Code of Virginia* (1950), as amended, the Virginia Department of Health, over the course of one fiscal year, will pay an amount not to exceed \$296,000, from the state general fund to support the cooperative budget in accordance with appropriations by the General Assembly, and in like time frame, the Board of Supervisors of Prince George County will provide by appropriation and in equal quarterly payments a sum of \$167,159. These joint funds will be distributed in timely installments, as services are rendered in the operation of the Prince George County Health Department, which shall perform public health services to the Commonwealth as indicated in Attachment A(1.), and will perform services required by local ordinances as indicated in Attachment A(2.). Payments from the local government are due on:

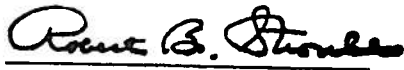
First Quarter	August 18, 2003
Second Quarter	November 17, 2003
Third Quarter	February 16, 2004
Fourth Quarter	May 17, 2004

The term of this agreement begins July 1, 2003. This agreement will be automatically extended on a state fiscal year to year renewal basis under the terms and conditions of the original agreement unless written notice of termination is provided by either party. Such written notice shall be given at least 60 days prior to the beginning of the fiscal year in which the termination is to be effective. Any increase or decrease in funding allocation shall be made by an amendment to this agreement.

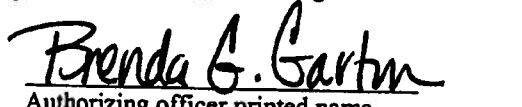
The parties agree that:

1. Under this agreement, as set forth in paragraphs A, B, C, and D below, the Commonwealth of Virginia and the Virginia Department of Health shall be responsible for providing liability insurance coverage and will provide legal defense for state employees of the local health department for acts or occurrences arising from performance of activities conducted pursuant to state statutes and regulations.
 - A. The responsibility of the Commonwealth and the Virginia Department of Health to provide liability insurance coverage shall be limited to and governed by the Self-Insured General Liability Plan for the Commonwealth of Virginia, established under § 2.2-1837 of the Code of Virginia. Such insurance coverage shall extend to the services specified in Attachments A(1.) and A(2.), unless the locality has opted to provide coverage for the employee under the Public Officials Liability Self-Insurance Plan, established under § 2.2-1839 of the Code or under a policy procured by the locality.
 - B. The Commonwealth and the Virginia Department of Health will be responsible for providing legal defense for those acts or occurrences arising from the performance of those services listed in Attachment A(1.), conducted in the performance of this contract, as provided for under the Code of Virginia and as provided for under the terms and conditions of the Self-Insured General Liability Plan for the Commonwealth of Virginia.

- C. Services listed in Attachment A(2.), any services performed pursuant to a local ordinance, and any services authorized solely by Title 15.2 of the Code of Virginia, when performed by a state employee, are herewith expressly excepted from any requirements of legal defense or representation by the Attorney General or the Commonwealth. For purposes of assuring the eligibility of a state employee performing such services for liability coverage under the Self-Insured General Liability Plan of the Commonwealth of Virginia, the Attorney General has approved, pursuant to § 2.2-507 of the Code of Virginia and the Self-Insured General Liability Plan of the Commonwealth of Virginia, the legal representation of said employee by the city or county attorney, and the Board of Supervisors of Prince George County hereby expressly agrees to provide the legal defense or representation at its sole expense in such cases by its local attorney.
- D. In no event shall the Commonwealth or the Virginia Department of Health be responsible for providing legal defense or insurance coverage for local government employees.
2. Title to equipment purchased with funds appropriated by the local government and transferred to the state, either as match for state dollars or as a purchase under appropriated funds expressly allocated to support the activities of the local health department, will be retained by the Commonwealth and will be entered into the Virginia Fixed Asset Accounting and Control System. Local appropriations for equipment to be locally owned and controlled should not be remitted to the Commonwealth, and the local government's procurement procedures shall apply in the purchase. The locality assumes the responsibility to maintain the equipment and all records thereon.
3. Amendments to or modifications of this contract must be agreed to in writing and signed by both parties.


 State Health Commissioner
 Virginia Department of Health


 Local authorizing officer signature


 Authorizing officer printed name
 County Administrator
 Authorizing officer title

4/24/04
 Date

April 2, 2004
 Date

Approved as to form by the Office of Attorney General on April 26, 2002.

Attachments: Local Government Agreement, Attachment A(1.)
 Local Government Agreement, Attachment A(2.)

FIREARMS RIDER

This Firearms Rider (the "**Rider**") is incorporated into the lease (the "**Lease**") dated June 20, 1988, by and between the Department of General Services ("**Tenant**") and the COUNTY OF PRINCE GEORGE ("**Landlord**") with respect to 6450 ADMINISTRATION DR, PRINCE GEORGE, VA 23875. All capitalized terms not otherwise defined in this Rider shall have the same respective meanings as set forth in the Lease.

Landlord hereby acknowledges the following:

1. Possession or carrying, whether open or concealed, of any firearm by any person is prohibited in and on State Offices. For purposes of this Rider, "**State Office**" means the property or premises that is the subject of the Lease, but excludes parking lots or parking facilities. Entry upon a State Office in violation of this prohibition is expressly forbidden. This prohibition does not apply to law-enforcement officers, authorized security personnel, or military personnel, when such individuals are authorized to carry a firearm in accordance with their duties, and when they are carrying the firearm within that authority. It also does not apply to state employees where the employee's position requires carrying a concealed firearm.

2. Notwithstanding anything in the Lease to the contrary, signs indicating the prohibition against carrying firearms, whether open or concealed, shall be posted at all State Offices and may be posted in or on Common Areas, including parking lots and parking facilities. Signs shall be of a size and design approved by the Commonwealth of Virginia, Department of General Services and shall be paid for and installed by the Commonwealth of Virginia.

LANDLORD: COUNTY OF PRINCE GEORGE
a Virginia corporation / limited partnership / limited liability company

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