



## ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item  
Meeting of February, 20, 2010**

**DATE:** January 28, 2010

**SUBJECT:** Approval of a License Agreement Between The County Board of Arlington County, Virginia, as Licensor, and Legal Services of Northern Virginia, Inc., as Licensee, for Use of 142 Square Feet of Office Space in the Arlington County Courthouse Building, Room 11C01, Located at 1425 North Courthouse Road, Arlington, Virginia (RPC #17015011).

**C. M. RECOMMENDATION:**

1. Approve the attached License Agreement between the County Board and Legal Services of Northern Virginia, Inc. ("LSNV") for the use of Room 11C01 located in the Arlington County Courthouse Building at 1425 North Courthouse Road, Arlington, Virginia, RPC #17015011.
2. Authorize the Real Estate Bureau Chief, or his designee to execute, on behalf of the County Board, the License Agreement, and all related documents, subject to approval as to form by the County Attorney.

**ISSUES:** As a part of the license process, the County Board is being requested to approve and authorize the execution of this License Agreement permitting LSNV staff to meet with clients in a currently unused office located in the Arlington County Courthouse building.

**SUMMARY:** By approving this License Agreement, LSNV staff will have a courthouse presence which will allow them to provide better access to legal services for low-income, elderly, and disabled local residents.

**BACKGROUND:** Established in 1980, LSNV is a full service, nonprofit law firm that serves clients throughout Northern Virginia. It is a non-profit 501(c)(3) organization, funded by the federal government, as well as local governments in Northern Virginia, including Arlington County, foundations, the private bar, and other donors.

The mission of LSNV is to provide free, high quality civil legal services to low-income, elderly, or disabled individuals, who, without legal assistance, face the loss or deprivation of a critical human need such as food, shelter, medical care, income, family stability, or personal safety. LSNV seeks to provide equal access to the civil justice system for those residents of the City of

County Manager: BMD/ana

County Attorney: BAK/CAM

Staff: Lynne Porfiri and Linda DePersis, DES, Real Estate Bureau

Alexandria, the Counties of Arlington, Fairfax, Loudoun, and Prince William and the cities and towns adjacent to those counties, who are unable to afford private legal counsel.

LSNV staff has indicated that they are able to provide a much higher quality of service when they have attorneys in the courthouse that are available to meet with low-income clients. Fairfax County has made such space available to LSNV, and LSNV's experience is that low income clients come to the courthouse without an attorney and have an immediate need for access to legal services. Therefore, LSNV seeks permission to use a small unoccupied office in the Arlington County Courthouse to meet, advise, and prepare cases for legal clients.

**DISCUSSION:** The attached License Agreement has been structured to protect the County's rights and needs as a local government, yet accommodate a non-profit in need of courthouse space to provide free legal services to low income, elderly or disabled area residents. Some of the pertinent provisions of the License Agreement are as follows:

- The Licensed Premises consists of 142 square feet, more or less, of office space.
- The initial term of the License Agreement shall be one (1) year ("Initial Term") and shall renew for additional successive (1) one year terms ("Renewal Terms") provided; that the Chief Judge of the Circuit Court of Arlington County, Virginia ("Chief Judge") has first approved, in writing, each such one year renewals.
- The License Agreement shall not be effective until it is signed by the Licensee, approved in writing, by the Chief Judge, approved by the County Board and signed on behalf the County Board ("Effective Date"). The Chief Judge has approved the License Agreement in writing.
- There shall be no fee charged to the Licensee for use of the Licensed Premises.
- If at any time, the Licensor or Chief Judge determines either that the Licensed Premises is needed by the Court, or that the License should be terminated for any reason, then upon Licensor's seven (7) days prior written notice to Licensee, the License shall expire and the Licensee shall promptly vacate the Licensed Premises.
- Licensee shall pay the monthly expense and installation fees for any telephone or data communication system to Licensed Premises.
- The License Agreement provides that the County does not waive its rights as a local government.

A copy of the License Agreement is included as Exhibit "A" to this report, and Vicinity Maps indicating the location of the Licensed Premises are included as Attachments "1" and "2".

**FISCAL IMPACT:** None. The County currently pays for custodial services, utilities, repairs and maintenance for the Licensed Premises.





**EXHIBIT "A"**

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is dated this 28<sup>th</sup> of JANUARY, 2010, by THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate ("Licensor" or "County Board") and LEGAL SERVICES OF NORTHERN VIRGINIA, INC., a duly authorized nonprofit corporation organized under the laws of the Commonwealth of Virginia ("Licensee"). The Licensor and Licensee are sometimes hereinafter jointly referred to as the "Parties". Individual Parties are sometimes hereinafter referred to as the "Party".

WITNESSETH:

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parties agree as follows:

1. Licensed Premises, Relocation. Licensor hereby grants to Licensee permission to use, upon the terms hereinafter provided, One Hundred and Forty-two (142) square feet, more or less, of office space located on the eleventh (11<sup>th</sup>) floor, Room 11C01 ("Licensed Premises") at 1425 North Courthouse Road, Arlington, Virginia 22201 ("Premises"). The Premises and Licensed Premises are described on the floor plan attached hereto as Exhibit A and on the vicinity map attached hereto as Exhibit B. Licensor, in its sole discretion, shall have the unilateral right, at any time, to relocate the Licensed Premises to a different space upon prior reasonable written notice to Licensee. Permission to use such relocated space shall be on the same terms and conditions of this License. Licensee accepts the Licensed Premises in its "AS IS" condition.

2. Term, Court Approval, Expiration, Termination, Temporary Closure.

A. The initial term of this License shall begin on the Effective Date, as hereinafter defined, and shall end one (1) year thereafter ("Initial Term"), unless sooner terminated as hereinafter provided or as provided by law (the "Expiration Date").

B. This License shall renew for additional successive one (1) year terms ("Renewal Terms") upon the same terms and conditions as the Initial Term; provided that the Chief Judge of the Circuit Court of Arlington County, Virginia ("Chief Judge") has first approved, in writing, each such one (1) year renewals. If such written approval is not executed by the Chief Judge on or before thirty (30) days prior to the expiration of the Initial Term or any Renewal Term, then this License shall expire, without the necessity of any further action by the Parties, and the Licensee promptly shall vacate the Licensed Premises.

C. Notwithstanding any provision herein to the contrary, pursuant to § 15.2-734 of the Code of Virginia, at the end of the Initial or any Renewal Term, or at the termination of this License, it shall not be renewed if required for any of the purposes provided in §15.2-1639 of the Code of Virginia. Upon such termination, all improvements therein shall revert to the County Board, free from any encumbrance at the time of such reversion.

D. Notwithstanding any provision herein to the contrary, if at any time, during the Initial Term or any Renewal Term, the Licensor or the Chief Judge determines either that the Licensed Premises is needed by the Court, or that the License should be terminated for any reason, then upon the Licensor providing seven (7) days prior written notice of such termination

to the Licensee, this License shall expire, without the necessity of any further action by the Parties, and, the Licensee promptly shall vacate the Licensed Premises.

E. If Licensee fails to terminate its use of the Licensed Premises and to vacate all areas of the Premises on the Expiration Date or the earlier termination of this License, then Licensor shall be deemed a trespasser. Thereafter, Licensor may immediately remove Licensee and Licensee's property from the Licensed Premises and the Premises, at Licensee's sole risk and expense.

F. The Licensor, the Chief Judge or other Court officials have the right to temporarily or permanently close the Premises and the Licensed Premises at any time without liability to the Licensor or others.

3. Permitted Uses. Licensee and its employees are permitted to use the Licensed Premises solely for meeting, advising, and preparing cases for legal clients and for no other uses ("Permitted Uses"). Licensee shall comply with all laws, rules, orders, ordinances and regulations of the Licensor and of any applicable governmental or judicial authority, and the rules and regulations set forth in Exhibit C attached hereto, applicable to the Premises.

4. License Fee. Pursuant to Virginia Code § 15.2-953, there shall be no fee charged to Licensee for use of the Licensed Premises.

5. No Assignment or Occupancy. This License is neither assignable nor transferable by the Licensee.

6. Licensee to Keep Premises Clean and Safe, No Alterations or Signs.

A. Licensee shall: maintain the Licensed Premises in clean, safe and sanitary condition; take good care thereof; and suffer no waste or injury thereto.

B. Licensee shall make no alterations, installations, additions or improvements, in or to, the Licensed Premises, or the Premises, including without limitation, the placement of any signs, other than those permitted by the applicable County ordinances and County regulations, and, in any event, only upon prior written approval by the Chief Judge.

8. Telephone and Data Communication System. Licensee, at its sole cost and expense, shall obtain and pay for its own telephone and data communication system installation into the Licensed Premises and monthly service for such systems. In addition, Licensee shall obtain prior written approval of any telephone data communication system installation, and the times thereof, from either the Chief Judge or the Clerk of the Circuit Court of Arlington County, Virginia.

9. No Liability, Indemnification.

A. All personal property of Licensee, its employees, agents, contractors, business invitees, licensees, customers, clients, and guests in and on the Licensed Premises or the Premises, shall be and remain therein under any and all circumstances at the sole risk of the above described persons and entities. Neither the Licensor nor any General District or Circuit Court Judges, their Clerks or employees shall be liable to any such person or entity for any damage to, or loss of such personal property. The Licensee hereby agrees to defend, indemnify and hold harmless Licensor and its elected and appointed officials, officers, employees,

contractors, agents and the General District and Circuit Court Judges, their Clerks and employees from any liability, cost and expenses for lost, stolen, damaged or destroyed personal property.

B. Licensee acknowledges that Licensor, its elected and appointed officials, officers, employees, contractors, agents and the General District and Circuit Court Judges, their Clerks and employees shall not be liable for any damages, special, consequential, punitive or otherwise, costs or expenses as a result of any claim of Licensee or others relating to this License or Licensee's use of the Licensed Premises or the Premises.

C. Licensee hereby agrees to defend, indemnify and hold harmless Licensor, and its elected and appointed officials, officers, employees, contractors, agents, successors, assigns and the General District and Circuit Court Judges, their Clerks and employees from and against all claims, causes of action, liabilities, losses, costs and expenses arising from or in connection with any injury or other damage to any person or property; (i) which occurs in the Licensed Premises; or (ii) which occurs in any part of the Premises and is caused by negligence or willful misconduct of Licensee, its agents, contractors, employees, customers, and invitees. The indemnification in this section shall survive the expiration or termination of this License.

9. Insurance. Licensee, at its sole expense, shall obtain and maintain a policy of commercial general liability insurance, throughout the Term or any Renewal Term, from an insurance carrier satisfactory to Licensor, providing coverage for claims arising from or in connection with the exercise of the permission granted hereunder by Licensee for personal injury, death, property damage or loss suffered by any person, thing or interest with a minimum of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance coverage shall protect from liability the persons and entities indemnified under Section 8 of this License. Licensee shall maintain such insurance coverage in full force and effect continuously at all times during the Term. The insurance policy and policy limits shall not operate as a limit of Licensee's liability to Licensor under this License, or as a limit of Licensee's duty of indemnification hereunder. Prior to the beginning of the Initial Term or any Renewal Term, and at the beginning of each year thereafter (if applicable), Licensee shall deliver to Licensor certificates of insurance indicating that the insurance is prepaid for a one year policy period insuring all activity contemplated under this License, and containing a thirty (30) day notice provision prior to termination, cancellation, non-renewal, material change, or reduction of coverage. The policy shall provide, among other things, that the actions or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under the policy. No provision contained in this License shall act as a waiver of any rights of subrogation of the Licensor's Self Insurance Program or Licensor insurance carrier(s). The insurance required to be carried by Licensee herein shall be with an insurance company licensed to do business in the Commonwealth of Virginia and rated not lower than A-X in the A.M. Best Rating Guide. Such insurance (i) shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has released its right of action against any party before the occurrence of a loss; (ii) shall name Licensor and others listed hereinafter as additional insureds and loss payees; and (iii) shall provide that the policy shall not be canceled, failed to be renewed or materially amended without at least thirty (30) days' prior written notice to Licensor. At Licensor's written request, an original of the policy (including any renewal or replacement policy) or a certified copy thereof, together with evidence satisfactory to Licensor of the payment of all premiums for such policy, shall be

delivered to Licensor. Licensor, its elected and appointed officials, officers, employees, contractors and agents shall be named as additional insureds under all coverage maintained by Licensee hereunder and the certificate of insurance, or the certified policy must so state. Coverage afforded under this Section shall be primary as respects the Licensor, its elected and appointed officials, officers, employees, contractors, agents and the General District and Circuit Court Judges, their Clerks and employees. The following definition of the term "Licensor" applies to all policies issued under the License:

"The County Board of Arlington County, Virginia and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the County Board of Arlington County, Virginia, or one in which controlling interest is vested in Arlington County; or Arlington County Constitutional Officers."

All insurance policies and certificates of insurance required of Licensee hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non material change, or reduction in coverage until thirty (30) days prior written notice has been given to Arlington County, Virginia." Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of any standard ACORD certificates of insurance.

10. Notices. All notices or other communications hereunder from one Party shall be in writing and shall be given to the other Party by hand delivery, by courier service, or by certified mail, return receipt requested, at the following addresses or to such other addresses hereafter provided by notice to the other Party:

To Licensor: The County Board of Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 302  
Arlington, Virginia 22201  
Attn: County Manager

With a required copy to: Department of Environmental Services  
Real Estate Bureau  
2100 Clarendon Boulevard, Suite 800  
Arlington, Virginia 22201  
Attn: Real Estate Bureau Chief

With a required copy to: The Circuit Court of Arlington County, Virginia  
1425 North Courthouse Road, Suite 6700  
Arlington, Virginia 22201  
Attn: Clerk of the Circuit Court

To Licensee: Legal Services of Northern Virginia, Inc.  
6066 Leesburg Pike, Suite 500  
Falls Church, VA 22041  
Attn: Executive Director

Notices shall be effective upon receipt.

11. Relationship of Parties, Licensor's Right to Enter. It is agreed that nothing contained in this License shall be deemed or construed as creating; a partnership; a joint venture; a tenancy; or any interest in real estate. Licensor reserves the right to enter the Licensed Premises at any time, for any reason, without liability or obligation to the Licensee.

12. Appropriation of Funds. Notwithstanding any provision of this License, all of Licensor's duties and obligations under this License are subject to appropriation of funds by the County Board of Arlington County, Virginia for the specific purpose of satisfying the payment and performance of such obligations.

13. Role of the Licensor/Licensor Decisions: No Waiver. The Licensor's execution of this License shall neither constitute nor be deemed to be governmental or court approval for any actions or interests contemplated herein, or for any other governmental, or court approval or consent required to be obtained by Licensor. Whenever, in this License, Licensor is required to join in, consent, give its approval, or otherwise act under this License, it is understood that such obligations are meant to apply to the Licensor acting in its capacity as a Licensor and not in its capacity as a governing authority. Notwithstanding the foregoing, nothing in this License shall be construed to waive any of Licensor's powers, rights or obligations as a governing authority or local governing body, whether or not affecting the Licensed Premises, including, but not limited to its police power, right to grant or deny permits, right to collect taxes or fees, or any other power, right or obligation whatsoever.

14. No Waiver of Sovereign Immunity by Licensor. Notwithstanding any other provisions of this License to the contrary, nothing in this License nor any action taken by Licensor pursuant to this License, nor any document which arises out of this License, shall constitute or be construed as a waiver of either: the sovereign immunity or governmental immunity of the Licensor, or of its elected and appointed officials, officers and employees; judicial immunity or any other immunity applicable to the Judges of the General District and Circuit Court, the Clerks of such Courts and their respective employees.

15. No Rights in Third Parties. The Parties agree that no provision of this License shall create in the public, or in any person or entity other than those signing this License as parties hereto, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this License or otherwise.

16. No Indemnification or Hold Harmless. Notwithstanding any other term or provision of this License to the contrary, Licensor neither explicitly nor implicitly indemnifies or holds harmless the Licensee or any third party or parties from any liability whatsoever.

17. Approval of License by Licensor, Effective Date. This License shall not become effective unless and until it is signed by the Licensee, approved in writing, by the Chief Judge of the Circuit Court, approved by the County Board and signed on behalf the County Board ("Effective Date"). If this License is not approved by the County Board and executed by an authorized person on behalf of the County Board, then no liability whatsoever shall accrue to the Licensor or Licensee and the Licensor and Licensee shall have no obligations whatsoever to each other.

18. Entire Agreement/Applicable Law. This License contains the entire agreement of the Parties with respect to the subject matter hereof. All representations, inducements, or agreements, oral or otherwise, between the Parties not contained in this License shall be of any force and effect. This License shall not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the Licensor and Licensee. This License shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. The courts of Arlington County, Virginia shall be the proper and sole forum for any disputes arising hereunder.

19. Incorporation of Exhibits. The following exhibits are incorporated into this License.

- Exhibit A - Descriptions of Licensed Premises and Premises
- Exhibit B - Vicinity Map
- Exhibit C - Rules and Regulations

IN WITNESS WHEREOF, Licensor and Licensee have caused this License to be executed and delivered as their respective acts, intending to be legally bound by its terms.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

LICENSEE:

LEGAL SERVICES OF NORTHERN VIRGINIA, INC., a Virginia corporation

BY: James A. Ferguson  
TITLE: EXECUTIVE DIRECTOR  
DATE: 1/28/10

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of February, 2010, by James A. Ferguson, Executive Director of Legal Services of Northern Virginia, Inc.  
Venus A Singletary  
Notary Public

My Commission expires: 10/31/10



LICENSOR: THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA, a body politic

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, on behalf of the County Board of Arlington County, Virginia.

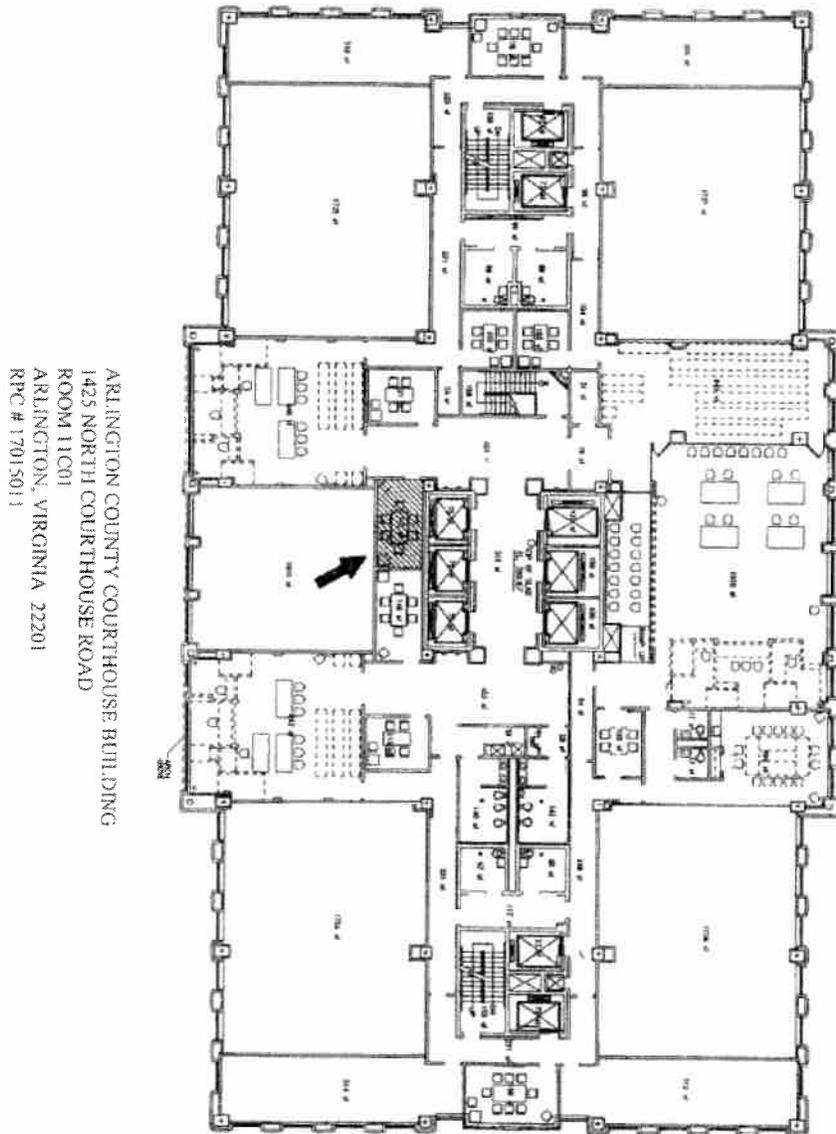
\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Attorney

EXHIBIT A



**EXHIBIT B**



**EXHIBIT C  
RULES AND REGULATIONS**

Licensee expressly covenants and agrees, at all times during the Term or any Renewal Term, and at such other times as Licensee occupies the Licensed Premises, enters the Premises or any part thereof, to comply, at its own cost and expense, with the following:

1. The Premises is a smoke-free facility. Smoking is not permitted in or on the Premises. Licensee shall not allow smoking by employees, guests or clients. Immediately after the Effective Date, Licensee shall post, in the Licensed Premises, no smoking signs that are clearly visible to the public.
2. Any handling of freight for any purpose, or deliveries to or from the Licensed Premises, shall be made in a manner which is consistent with good practice and only at such times, in such areas, and through such entrances and exits as are from time to time designated for such purposes by Licensor (the Loading Area). Any equipment used for making deliveries in the Premises shall have rubber wheels only.
3. All trash and other debris shall be kept inside the Licensed Premises in the type of container specified by Licensor until such time as it is to be collected by the contracted janitorial service. All trash shall be prepared for collection, and collected in the manner and at the times and places specified by Licensor.
4. Licensee shall not (i) suffer, allow or permit any vibration, noise, odor or flashing or bright light to emanate from the Licensed Premises or from any machine or other installation located therein, or otherwise suffer, allow or permit the same to constitute a nuisance to or interfere with the safety, comfort or convenience of Licensor or of any other occupant or user of the Premises; (ii) display, paint, or place any handbills, bumper stickers or other advertising devices on any vehicle(s) parked in the parking area(s) of the Premises, whether belonging to Licensee, its employee(s), or any other person(s); (iii) solicit business or distribute any handbills or other advertising materials in the common areas; (iv) conduct or permit any activities in the Premises that might constitute a public or private nuisance; (v) permit the parking of any vehicles or the placement of any displays, trash receptacles or other items, so as to interfere with the use of any driveway, fire lane, corridor, walkway, parking area, mall or any other common area; (vi) use or occupy the Licensed Premises or permit anything to be done therein which in any manner might cause injury or damage in or about the Premises; or (vii) use or occupy the Licensed Premises in any manner which is unreasonably annoying to other occupants or users in the Premises unless directly occasioned by the proper conduct of Licensee's business in the Licensed Premises.
5. Licensee shall secure and protect the Licensed Premises, and all property located within the Licensed Premises. Licensee acknowledges and agrees that it is solely responsible for securing and protecting the Licensed Premises, and all property located within the Licensed Premises. Licensor shall provide keys to the Licensed Premises to Licensee and Licensor will maintain copies of said keys for Licensor's access. Replacement of keys lost by Licensee shall be replaced at Licensee's sole cost and expense.

6. Licensee and its employees shall post, immediately after the Effective Date, its emergency evacuation plan on the wall of the Licensed Premises. Licensee and its employees shall immediately evacuate the Licensed Premises and the Premises throughout the entire duration of fire drills and emergency evacuations of the Premises.
7. Licensee shall not place a load on any floor in the Licensed Premises which exceeds a live load of fifty (50) pounds per square foot, or which may result in improper weight distribution on such floors.
8. Licensee shall not install, operate or maintain in the Licensed Premises, or in any other area of the Premises, electrical equipment which does not bear the Underwriters Laboratories seal of approval, or which would overload the electrical system or any part thereof beyond its capacity for proper, efficient and safe operation.
9. Licensee shall not, nor shall it permit others, to store, display, sell, or distribute any alcoholic beverages, dangerous materials, flammable materials, explosives, or weapons in the Licensed Premises, or conduct any unsafe activities therein.
10. Licensee shall not, nor shall it permit others, to sell, distribute, display or offer for sale (i) any paraphernalia commonly employed in the use or ingestion of illicit drugs, or (ii) any X-rated, pornographic, lewd, or so-called "adult" newspaper, book, magazine, film, picture, video tape or video disc.