

29854

Date: October 25, 2012

To: The Honorable Board of Acquisition and Contract

From: Kathleen M. O'Connor
Commissioner, Department of Parks, Recreation and Conservation

Mary J. Mahon
Real Estate Director

Re: Resolution authorizing the County of Westchester to enter into a three-party Cooperation and Maintenance Agreement with the State of New York, acting by and through the Commissioner of Parks, Recreation and Historic Preservation, and the Jay Heritage Center, pursuant to which the Jay Heritage Center will develop, manage, operate, maintain, secure and administer the Jay Property for park and recreational uses for a ten (10) year term

Authority is requested for the County of Westchester (the "County"), acting by and through its Department of Parks, Recreation & Conservation (the "Department"), to enter into a three-party Cooperation and Maintenance Agreement with the State of New York, acting by and through the Commissioner of Parks, Recreation and Historic Preservation ("NYS Parks"), and the Jay Heritage Center ("JHC"), a not-for-profit educational corporation located in Rye, New York, pursuant to which the County and NYS Parks will grant JHC a license to develop, manage, operate, maintain, secure and administer the Jay Property for park and recreational uses for a ten (10) year term commencing upon approval by the Office of the New York State Comptroller, with a mutual option to renew the Agreement for an additional ten (10) years upon the agreement of the parties and approval by the Office of the State Comptroller (the "Agreement"). The County and NYS Parks, acting collectively, or JHC shall have the right to terminate the agreement for any reason upon six (6) months written notice.

As your Honorable Board may know, on July 7, 1997 the County and NYS Parks entered into a Cooperative Agreement (the "Cooperative Agreement"), pursuant to which NYS Parks purchased a 90% undivided ownership of the Jay Property and the County retained a 10% undivided ownership of said property. The Cooperative Agreement further set forth the rights and obligations of the County and NYS Parks with respect to the Jay Property, including but not

limited to, the County's full responsibility for the development, operations, maintenance, security and administration of the Jay Property.

As your Honorable Board may also know, pursuant to its charter by the Regents of the University of the State of New York, JHC is the designated steward of John Jay's legacy at the Jay Property. In addition, JHC owns and has diligently undertaken to restore the 1838 Peter Augustus Jay House (the "Jay House") and the 1907 Van Norden Carriage House (the "Carriage House"), plus 1.5 acres of land located inside of, surrounded by and with easements across, the Jay Property, which it owns outright.

The County and NYS Parks recognize that due to the current financial challenges facing State and local governments now and for the foreseeable future, creative solutions must be considered to continue the public's ability to enjoy the full potential of park resources during these difficult times. In furtherance of this goal, the County and NYS Parks propose the formation of a public/private partnership with JHC to foster and promote the historic and environmental resources of the Jay Property as well as to encourage and utilize the donation and investment of private funds in the Jay Property. JHC is willing to accept responsibility, both financially and operationally, on behalf of the County and NYS Parks, for the development, operation, maintenance, security and administration of the Jay Property in coordination with its ownership, administration, management and stewardship of the Jay House, the Carriage House and related land owned by the JHC.

It should be noted that under the proposed agreement the Jay Property will continue to be operated and maintained as state and county parkland and will be accessible to the general public. The County will continue to be responsible to repair and replace, if necessary, existing water lines and the septic systems located on the Jay Property which exist at the time of the execution of the Agreement. If JHC, however, increases the use so as to burden the existing water lines or septic systems, any damage or any need to increase the capacity shall be the financial responsibility of the JHC. In addition, the County shall remain responsible, including financially, for complying with all existing orders and Notices of Violation issued by the New York State Department of Environmental Conservation and will be responsible and liable for any environmental remediation that may be required as a result of conditions existing at the Jay Property as of the date of the agreement, whether known at that time or discovered in the future. In addition, JHC may enter into license agreements involving all or part of the Jay Property only upon written approval of the Commissioner of Parks, Recreation and Conservation and the Parks Board, if applicable.

In addition, the proposed agreement requires JHC to develop an Operation and Maintenance Tasks and Standards Plan which includes the following components: Landscape Restoration Plan, Creation of Buffer Zones; Establishment of View Ways; Creation of Invasive Plant Removal plans, Routine Maintenance and Restoration of Historic Structures Plan. Each component will be developed and undertaken by JHC, at JHC's sole cost and expense, and approved by the COUNTY prior to any work being done. Each component can be phased and developed over time, except that Routine Maintenance (e.g.: turf management, tree care, landscape management, forest management, roadway/parking lot/pathway management, leaf and snow removal on roads and sidewalks), will commence within 90 days of the commencement of the Agreement.

The Agreement will serve a public purpose by ensuring the proper development, operation, maintenance, security and administration of one Westchester County's historic parks.

The goals and objectives of the Agreement will be to delegate the responsibility for the development, operation, maintenance, security and administration of the Jay Property to an organization dedicated to preserving John Jay's legacy. The goals and objectives are in the best interests of the County in terms of fiscal responsibility because by delegating the responsibility for overseeing the John Jay property to a third party at no cost to the County, the County will be able save a significant sum of money. The Department's personnel will track and monitor the oversight of the property by JHC.

At a meeting duly held on October 18, 2012, the County Park's Board adopted a resolution authorizing the proposed Agreement.

The proposed Agreement is exempt from the County's Procurement Policy pursuant to Section 3(b) thereof.

For the foregoing reasons, I respectfully request the approval of the annexed proposed Resolution.

KMO/TSA

APPROVED BOARD OF ACQUISITION & CONTRACT - 11/20/2012 - COUNTY CLERK SECRETARY

RESOLUTION

Upon a communication from the Commissioner of the Department of Parks, Recreation and Conservation and the Real Estate Director, be it hereby

RESOLVED, that the County of Westchester (the "County"), acting by and through its Department of Parks, Recreation and Conservation, is hereby authorized to enter into a three-party Cooperation and Maintenance Agreement with the State of New York, acting by and through the Commissioner of Parks, Recreation and Historic Preservation ("NYS Parks"), and the Jay Heritage Center ("JHC"), a not-for-profit educational corporation located in Rye, New York, pursuant to which the County and NYS Parks will grant JHC a license to develop, manage, operate, maintain, secure and administer the Jay Property for park and recreational uses (the "Agreement"); and be it further

RESOLVED, that the Agreement will be for a term of ten (10) years commencing upon approval by the Office of the New York State Comptroller, with a mutual option to renew the Agreement for an additional ten (10) years upon the agreement of the parties and approval by the Office of the State Comptroller. The County and NYS Parks, acting collectively, or JHC, shall have the right to terminate the agreement for any reason upon six (6) months written notice; and be it further;

RESOLVED that the County Executive or his authorized designee is hereby empowered to execute any and all instruments and take such other actions as may be reasonably necessary to effectuate the purposes hereof.

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
					N/A

Budget Funding Year(s): 2012-2022 Start Date: upon approval by NYS End Date: 10 years
(must match resolution)

Funding Source Tax Dollars _____

State Aid _____

\$ N/A Federal Aid _____
(must match resolution)

Other _____