

49175

October 27, 2015

To: The Honorable Board of Acquisition and Contract

From: Jay T. Pisco, P.E.  
Commissioner of Public Works and Transportation

Adam Rodriguez  
Acting Director of Real Estate

Re: **Authority to enter into a five (5) year Lease Agreement with the City of Yonkers for 3,747 square feet of space at the Cacace Justice Center, 104 South Broadway, Yonkers, New York for the period December 1, 2015 through November 30, 2020 for a rental amount of \$103,866.84 for the first year. (Lease Agreement No. 15-956)**

As your Honorable Board may know, in 1990, the County of Westchester (the "County") entered into a five (5) year lease agreement with the City of Yonkers (the "City") for 3,747 square feet of space at the Cacace Justice Center, 104 South Broadway, Yonkers, New York. Since then, subsequent five (5) year lease agreements have been executed and the current lease is due to expire on November 30, 2015. The District Attorney utilizes the Cacace Justice Center as its Yonkers District Office and wishes to maintain this facility in Yonkers. Accordingly, authority is hereby requested for the County to enter into a five (5) year Lease Agreement with the City for 3,747 square feet of space at the Cacace Justice Center, 104 South Broadway, Yonkers, New York, for a term commencing on December 1, 2015 and terminating on November 30, 2020 (the "Lease"), at rental rates as follows:

<u>Year</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
1 (12/01/15-11/30/16)	\$8,655.57	\$103,866.84
2 (12/01/16-11/30/17)	\$8,655.57	\$103,866.84
3 (12/01/17-11/30/18)	\$8,967.82	\$107,613.84
4 (12/01/18-11/30/19)	\$9,280.07	\$111,360.84
5 (12/01/19-11/30/20)	\$9,592.32	\$115,107.84

This gross rent includes cleaning, maintenance, heat and air conditioning services. The County will be required to pay for its electric utilization.

Board of Acquisition and Contract  
Lease Agreement No. 15-956  
City of Yonkers  
Space at the Cacace Justice Center  
104 South Broadway, Yonkers, New York  
Page 2

It should be noted that the rent for the first two years of the new lease will be the same as the rent for the last year of the existing lease.

It should be further noted that pursuant to the terms of the Lease, the County will agree to “indemnify and save the City and its designee harmless from and against any and all claims against the City arising solely out of the wrongful acts or negligence of the County, its agents, employees or contractors during the term of this lease for damage or injuries to goods, wears, merchandise and property and/or for any personal injury or loss of life in, upon or about the demised premises or the building, or on the sidewalks adjoining the building, provided that the County shall receive prompt notice from the City of any such claim and shall be entitled to defend any such claim at the County’s cost and expense with attorneys selected by the County.”

The public purpose of this agreement is to provide for the continuation of the operation of the District Attorney’s Office in Yonkers so that essential services can be provided to Westchester residents in this area.

This agreement will be monitored by the Department of Public Works and Transportation to ensure that the Lease responsibilities are met by the owner.

This Lease Agreement is exempt from the County’s Procurement Policy pursuant to Section 3. (b) therein.

Accordingly, attached for your consideration is a resolution which, if approved, would authorize the County to enter into a new five (5) year lease with the City for space at the Cacace Justice Center. Approval of the attached resolution is most respectfully recommended.

JTP/MJM/JPG/ml  
Attachment

# RESOLUTION

Upon a communication from the Commissioner of Public Works and Transportation, and the Acting Director of Real Estate, be it hereby

**RESOLVED**, that the County of Westchester is authorized to enter into a five (5) year Lease Agreement, subject to appropriations, with the City of Yonkers, for 3,747 square feet of space at the Cacace Justice Center, 104 South Broadway, Yonkers, New York, for the term commencing on December 1, 2015 and terminating on November 30, 2020 (the "Lease"), at rental rates as follows:

<u>Year</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
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5 (12/01/19-11/30/20)	\$9,592.32	\$115,107.84

**RESOLVED**, that the rental amount includes cleaning, maintenance, heat and air conditioning services. The County will be required to pay for its electric utilization; and be it further

**RESOLVED**, that pursuant to the terms of the Lease, the County will agree to "indemnify and save the City and its designee harmless from and against any and all claims against the City arising solely out of the wrongful act or negligence of the County, its agents, employees or contractors during the term of the lease for damage or injuries to goods, wears, merchandise and property and/or for any personal injury or loss of life in, upon or about the demised premises or the building, or on the sidewalks adjoining the building, provided that the County shall receive prompt notice from the City of any such claim and shall be entitled to defend any such claim at the County's cost and expense with attorneys selected by the County"; and be it further

**RESOLVED**, that the County Executive or his duly authorized designee, is hereby authorized and empowered to execute any and all documents necessary and appropriate to effectuate the purposes hereof.

### Lease Agreement No. 15-956

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
	101	46	3345	4320		\$ 8,655.57 (2015)
	101	46	3345	4320		\$103,866.84 (2016)
	101	46	3345	4320		\$104,179.09 (2017)
	101	46	3345	4320		\$107,926.09 (2018)
	101	46	3345	4320		\$111,673.09 (2019)
	101	46	3345	4320		\$105,515.52 (2020)

Budget Funding Year(s) 2015-2020 Start Date 12/01/2015 End Date 11/30/2020  
 (must match resolution)

Funding Source Tax Dollars 100% County  
 State Aid \_\_\_\_\_  
 Federal Aid \_\_\_\_\_  
\$541,816.20  
 (must match resolution) Other \_\_\_\_\_