

February 28, 2017

55570

TO: Honorable Board of Acquisition and Contract

FROM: Kevin M. McGuire
Commissioner, Department of Social Services

Adam Rodriguez
Director of Real Estate

SUBJECT: Authority to enter into a lease agreement with 101 North Broadway LLC, for the premises located at 101 North Broadway, Yonkers, New York for the term March 1, 2017 through February 28, 2022.

Authority of your Honorable Board is requested for the County of Westchester (the "County") to enter into a lease agreement with 101 North Broadway, LLC ("Owner") for the property located at 101 North Broadway, Yonkers, New York (the "Premises") for use by the Department of Social Services (the "Department") as an emergency overnight homeless shelter known as the Broadway Manor, for the term March 1, 2017 through February 28, 2022. The annual rent for the first year of the term shall be \$232,200, payable monthly, and thereafter shall be increased each year by 3% or the increase, if any, in the Consumer Price Index, whichever is lower. The Owner shall be responsible for and shall pay charges for all utilities including water, electricity, gas, heat, telephone, cable, internet as well as all real property taxes, sewer charges or costs. The Owner will also be responsible for the majority of repairs and replacements to the Premises, as well as performing substantial improvements within approximately the first 90 days of the tenancy. The Premises are currently operated for the Department by the Sharing Community, Inc. which had previously leased the Premises directly from its prior owner Lucky M's Inc. on a month-to-month basis. The Owner recently acquired title to the Premises and the County has negotiated the proposed lease directly with the Owner in order to continue to provide emergency shelter beds as well as single room occupancy units which are required for the homeless in Yonkers.

Additionally the County and the Owner each agree to hold and save harmless the other from damage or injuries to persons or property caused by or arising out of the negligence or willful wrongdoing of the other, their employees, occupants and their invitees including County's failure to fulfill its repair and maintenance obligations under this agreement; and to defend promptly and diligently, at its own expense, any claim, action or proceeding brought against either party arising out of such negligence or willful misconduct if so requested, and to hold harmless and fully indemnify such party from any judgment loss or settlement (together with legal fees incurred) on account thereof, provided that no such settlement shall be entered into without the other party's consent.

This lease is in the public's best interest as it will provide premises for the continued operation of the emergency homeless shelter known as the Broadway Manor, located at 101 North Broadway, Yonkers, New York to continue to operate and provide shelter for the homeless in Yonkers. The lease will be monitored by the Department of Social Services.

Approval of the annexed Resolution is therefore, recommended.

JMM/AR/di
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 03/09/2017 - LISA MRIJAJ, SECRETARY

RESOLUTION

Upon a communication from the Commissioner of Social Services and the Director of Real Estate, be it hereby

RESOLVED, that the County of Westchester (the “County”) is hereby authorized to enter into a lease agreement with 101 North Broadway, LLC (“Owner”) for the property located at 101 North Broadway, Yonkers, New York (the “Premises”) for use by the Department of Social Services (the “Department”) as an emergency overnight homeless shelter known as the Broadway Manor, for the term March 1, 2017 through February 28, 2022 at the annual rent for the first year of the term of \$232,200, payable monthly, and thereafter shall be increased each year by 3% or the increase, if any, in the Consumer Price Index, whichever is lower; and be it further

RESOLVED, that the rent shall be fixed for the term as indicated above, and the Owner shall be responsible for and shall pay charges for all utilities including water, electricity, gas, heat, telephone, cable, internet as well as all real property taxes, sewer charges or costs; and be it further

RESOLVED, that the County and the Owner each agree to hold and save harmless the other from damage or injuries to persons or property caused by or arising out of the negligence or willful wrongdoing of the other, their employees, occupants and their invitees including County’s failure to fulfill its repair and maintenance obligations under this agreement; and to defend promptly and diligently, at its own expense, any claim, action or proceeding brought against either party arising out of such negligence or willful misconduct if so requested, and to hold harmless and fully indemnify such party from any judgment loss or settlement (together with legal fees incurred) on account thereof, provided that no such settlement shall be entered into without the other party’s consent; and be it further

RESOLVED, that the County Executive or his authorized designee is hereby authorized to execute all instruments necessary to implement this Resolution.

Lease Agreement No.

Account to be Charged/Credited	Major Program, Program & Phase Or Unit						Trust Account	Dollars
	Fund	Dept.	Object/ Sub Object					
2017	101	22	8900	5860	-----		\$193,500	
2018	101	22	8900	5860	-----		\$238,005	
2019	101	22	8900	5860	-----		\$ 245,145	
2020	101	22	8900	5860	-----		\$252,500	
2021	101	22	8900	5860	-----		\$260,075	
2022	101	22	8900	5860	-----		\$44,864	

Budget Funding Year(s): 2017-2022 Start Date: 03/01/2017 End Date: 2/28/2022

(must match resolution)

Funding Source: Tax Dollars 71%

State Aid 29%

\$1,234,089 Federal Aid:

(must match resolution)

Other