

80165

October 14, 2020

To: The Honorable Board of Acquisition and Contract

From: Hugh J. Greechan, Jr., P.E.
Commissioner of Public Works and Transportation

Gary A. Friedman, Esq.
Director of Real Estate

Re: Authority to enter into a lease agreement with 45-55 Lafayette Realty, Inc. for approximately 9,823 square feet of space at 55 Lafayette Avenue, White Plains, New York, for a five (5) year term commencing upon execution. (Lease Agreement No. 20-928)

Authority of your Honorable Board is requested for the County of Westchester ("County" or "Tenant") to enter into a lease agreement with 45-55 Lafayette Realty, Inc. ("Landlord") for approximately 9,823 square feet of space at 55 Lafayette Avenue, White Plains, New York, for a five (5) year term commencing upon execution. The leased space will be occupied by the Board of Elections for the storage of voting equipment, ballots and related equipment and materials. The County will also have exclusive use of the loading dock adjacent to the leased space.

Under the lease, the County will pay fixed rent as follows, subject to budget appropriation:

Lease Year	Annual Fixed Rent	Monthly Fixed
Lease Year 1	\$ 149,557.00	\$ 12,463.08
Lease Year 2	\$ 154,044.23	\$ 12,837.02
Lease Year 3	\$ 158,665.55	\$ 13,222.13
Lease Year 4	\$ 163,425.52	\$ 13,618.79
Lease Year 5	\$ 168,328.28	\$ 14,027.36

The County will also be responsible to pay as additional rent its proportionate share (57.5%) of any increase in property taxes over and above the taxes for the base year of the lease attributable to the property of which the leased premises are a part.

The Landlord will be responsible, at its cost, to furnish and install a dehumidification system, a commercial fan and electrical outlets in the leased premises.

The lease will include the following indemnification clause: “Tenant shall indemnify Landlord against liability (other than loss profits, consequential, incidental or special damages) in connection with (a) the negligent conduct or management of the Premises or of any business therein, or any work or thing done, or any condition created in or about the Premises during the Term or during the period of time, if any, prior to the Possession Date that Tenant is given access to the Premises, (b) any negligent act, omission or negligence of Tenant or any subtenant or licensee or their respective employees, agents, contractors or invitees, (c) any accident, injury or damage occurring in, at or upon the Premises, caused by the Tenant’s negligent acts or omission (d) the failure of Tenant or any subtenant or licensee or their respective employees, agents, contractors or invitees to comply with Legal Requirements and Insurance Requirements or (e) any other breach or default by Tenant under this Lease, except and to the extent any of the foregoing is arising out of or relating to (i) the negligence or willful misconduct of Landlord in each instance, (ii) a default by Landlord under this Lease or (iii) an act or omission of other occupants or users of the Building and/or Property, or their members, partners, directors, officers, employees, representatives, servants, invitees, subtenants or licensees.”

This lease agreement serves a public purpose because it will provide the Board of Elections with sufficient space to safely store election machines and material. This agreement will be monitored by the Department of Public Works and Transportation to ensure that the lease responsibilities are met by the Landlord.

This lease is exempt from the Westchester County Procurement Policy pursuant to Section 3(b) thereof.

Approval of the attached Resolution is recommended.

RESOLUTION

Lease Agreement No. 20-928

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

RESOLVED, that the County of Westchester (“County” or “Tenant”) is authorized to enter into a lease agreement with 45-55 Lafayette Realty, Inc. (“Landlord”) for approximately 9,823 square feet of space at 55 Lafayette Avenue, White Plains, New York, for a five (5) year term commencing upon execution. The leased space shall be occupied by the Board of Elections for the storage of voting equipment, ballots and related equipment and materials. The County shall also have exclusive use of the loading dock adjacent to the leased space; and be it further

RESOLVED, that the County shall pay fixed rent as follows, subject to budget appropriation:

Lease Year	Annual Fixed Rent	Monthly Fixed
Lease Year 1	\$ 149,557.00	\$ 12,463.08
Lease Year 2	\$ 154,044.23	\$ 12,837.02
Lease Year 3	\$ 158,665.55	\$ 13,222.13
Lease Year 4	\$ 163,425.52	\$ 13,618.79
Lease Year 5	\$ 168,328.28	\$ 14,027.36

and be it further

RESOLVED, that under the terms of the lease the County shall also be responsible to pay as additional rent its proportionate share (57.5%) of any increase in property taxes over and above the taxes for the base year of the lease attributable to the property of which the leased premises are a part; and be it further

RESOLVED, that the Landlord shall be responsible, at its cost, to furnish and install a dehumidification system, a commercial fan and electrical outlets in the leased premises; and be it further

RESOLVED, that the lease shall include the following indemnification clause: “Tenant shall indemnify Landlord against liability (other than loss profits, consequential, incidental or special damages) in connection with (a) the negligent conduct or management of the Premises or of any business therein, or any work or thing done, or any condition created in or about the Premises during the Term or during the period of time, if any, prior to the Possession Date that Tenant is given access to the Premises, (b) any negligent act, omission or negligence of Tenant or any subtenant or licensee or their respective employees, agents, contractors or invitees, (c) any accident, injury or damage occurring in, at or upon the Premises, caused by the Tenant’s negligent acts or omission (d) the failure of Tenant or any subtenant or licensee or their respective employees, agents, contractors or invitees to comply with Legal Requirements and Insurance Requirements or (e) any other breach or default by Tenant under this Lease, except and to the extent any of the foregoing is arising out of or relating to (i) the negligence or willful misconduct of Landlord in each instance, (ii) a default by Landlord under this Lease or (iii) an act or omission of other occupants or users of the Building and/or Property, or their members, partners, directors, officers, employees, representatives, servants, invitees, subtenants or licensees.”; and be it further

RESOLUTION

RESOLVED, that this agreement shall be subject to budget appropriations; 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. 20-928

Account to be Charged/Credited	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
	101	46	3300	4320		Year 1 \$149,557.00
	101	46	3300	4320		Year 2 \$156,045.00
	101	46	3300	4320		Year 3 \$162,666.00
	101	46	3300	4320		Year 4 \$169,426.00
	101	46	3300	4320		Year 5 \$176,329.00

Budget Funding Year(s) 2020-2025 Start Date Upon Execution End Date 10/31/2025
 (must match resolution)

Funding Source: Tax Dollars 100% County
 State Aid _____
\$814,023.00 Federal Aid _____
 (must match resolution) Other _____