

ID 102943

Date: August 22, 2023

To: The Honorable Board of Acquisition and Contract

From: Kathleen M. O'Connor
Commissioner

Christopher Steers
Director of Countywide Administrative Services

Re: Resolution authorizing the County of Westchester to amend 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, for the development, management, operation, maintenance, security and administration of the Jay Property for park and recreational uses, in order for the County to exercise its option to renew the term of such agreement for an additional ten (10) year period and to modify some of the Jay Heritage Center management responsibilities.

As your Honorable Board may recall, on July 7, 1997 the County of Westchester ("County"), acting by and through its Department of Parks, Recreation & Conservation (the "Department"), and the State of New York, acting by and through the Commissioner of Parks, Recreation and Historic Preservation ("NYS Parks") entered into a Cooperative Agreement (the "1997 Cooperative Agreement"), pursuant to which NYS Parks purchased from the County a 90% undivided ownership interest and the County retained a 10% undivided ownership interest of approximately 21.5 acres property adjacent to Boston Post Road in the City of Rye, NY, commonly known as the "Jay Property" (the "Jay Property"). The 1997 Cooperative Agreement was for a term of twenty (20) years and has since expired.

As your Honorable Board may also recall, on November 29, 2012 your Honorable Board authorized the County to enter into a Cooperative Operation and Maintenance Agreement ("Cooperation Agreement") amongst NYS Parks, the County, acting by and through the Department, and the Jay Heritage Center ("JHC"), a not-for-profit educational corporation located in Rye, New York, for the development, operation, maintenance, security and administration of the Jay Property by JHC. It should be noted that 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 and owns the 1838 Peter Augustus Jay House and the 1907 Van

Norden Carriage House, plus 1.5 acres of land located inside of, surrounded by and with easements across the Jay Property.

Pursuant to the Cooperation Agreement, the County and NYS Parks granted 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, which commenced on July 9, 2013, after obtaining approval from the Office of the New York State Comptroller. Pursuant to Section 26 of the Cooperation and Maintenance Agreement, the initial ten-year term may be extended for an additional period of ten (10) years, upon agreement of the parties and approval by the Office of the State Comptroller.

Over the initial ten (10) year term of the Agreement, the public/private partnership between the County, NYS Parks and JHC has been very successful, and the parties now desire to continue this valued relationship and amend the Cooperation Agreement in order to extend the term thereunder for an additional ten (10) year period and modify some of the JHC's responsibilities with respect to the operation and management of the Jay Property.

Accordingly, authority is hereby requested from your Honorable Board for the County to amend the Cooperation Agreement in order for the County to exercise its option to extend the initial ten-year term for an additional period of ten (10) years, commencing retroactively on July 9, 2023 and terminating on July 8, 2033 and modify some of the JHC's responsibilities with respect to the operation and management of the Jay Property (the "Renewal Amendment"). Pursuant to the Renewal Amendment, some of the JHC's modified responsibilities with respect to the operation and management of the Jay Property, include, but are not limited to, the following:

- (i) Continue to manage the native vegetative area of approximately five (5) feet or greater ("Five (5) Wall Maintenance Strip"), if necessary, of the "Ha-ha" wall located on the Jay Property, and, in addition, manage the Five (5) Wall Maintenance Strip of the "Ha-ha" wall located on the Marshlands Conservancy property, for the remainder of the term, provided it obtains the prior written approval of the County, and to restore the "Ha-ha" wall using traditional stone wall building techniques;
- (ii) Undertake the rehabilitation of the Barlow Lane House wherein JHC may propose alternative uses, such as for Indigenous Studies and housing an archaeology lab; and
- (iii) Replace the Devereux Summer Cottage, which is in great disrepair and is no longer in use by the parties with an open-air pavilion or structure evocative of an 1849 Alexander Jackson Davis style summerhouse that once stood at the top of the Historic Jay Gardens, subject to the County's approval and at its sole cost and expense.

In addition to the foregoing, pursuant to the proposed Renewal Amendment, JHC shall also be responsible for monitoring the grounds within the Jay Property to ensure that no ground disturbance occurs without the prior consultation and approval from NYS Parks. All artifacts

excavated or found on the surface of the ground within the Jay Property are the property of NYS Parks.

Except as otherwise expressly stated herein, all other terms and conditions of the Cooperation Agreement shall remain unchanged and in full force and effect.

The Renewal Amendment will continue to 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 Renewal Amendment will be to continue 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.

It should be noted that, at a meeting duly held on July 20, 2023, the County Park's Board adopted a resolution authorizing the proposed Renewal Amendment. It should be further noted that the Westchester County Board of Legislators also approved the Renewal Amendment, pursuant to Act 2023 - 156 approved on August 7, 2023.

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/cmc

RESOLUTION

Upon a communication from the Commissioner of the Department of Parks, Recreation and Conservation and the Director of Countywide Administrative Services, 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 amend a three-party Cooperation and Maintenance Agreement (“Cooperation 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, for the development, management, operation, maintenance, security and administration of the Jay Property by JHC for park and recreational uses, in order for the County to exercise its option to renew the term of the Agreement for an additional ten (10) years term and modify some of the JHC maintenance responsibilities (the “Renewal Amendment”); and be it further

RESOLVED, that all other terms and conditions of the Cooperation Agreement shall remain unchanged; 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): 2023-2033 Start Date: 07.09.2023 End Date: 07.08.2033
(must match resolution)

Funding Source Tax Dollars _____
State Aid _____
\$ N/A Federal Aid _____
(must match resolution) Other _____