



George Latimer, County Executive
 Leonard G. Townes, Commissioner
 Department of Social Services

110074

DATE: November 26, 2024

TO: Board of Acquisition and Contract

FROM: Leonard G. Townes
 Commissioner, Department of Social Services

Christopher D. Steers
 Director of Countywide Administrative Services and Real Estate

SUBJECT: Authority for the County of Westchester to exercise its option under a lease agreement with 101 North Broadway LLC, pursuant to which it leased the premises at 101 North Broadway in Yonkers, New York, which were to be used to provide an emergency overnight shelter and other housing, and thereby extend the term of the lease agreement by one (1) year, to a new expiration date of February 28, 2026, for a total rent amount of \$498,084.89, payable as a monthly rent of \$41,507.07, during the extended term, plus certain additional costs.

By a resolution approved February 9, 2023, your Honorable Board authorized the County of Westchester (the "County") to enter into a lease agreement (the "Agreement") with 101 North Broadway LLC (the "Owner"), pursuant to which the Owner was to lease to the County the premises at 101 North Broadway in Yonkers, New York (the "Premises"), which were to be used to provide an emergency overnight shelter and other housing, for the period from March 1, 2023 through February 28, 2025 (the "Initial Term"), with the County having the option to extend the term of the lease by one (1) additional year thereafter on the same terms as the Initial Term (the "Option Term"), for the following respective total not-to-exceed, and equal monthly, rent amounts:

Period	Total Rent Not-To-Exceed	Monthly Rent
Initial Term, Year 1 (3/1/23 – 2/29/24)	\$451,777.68	\$37,648.14
Initial Term, Year 2 (3/1/24 – 2/28/25)	\$474,366.56	\$39,530.54
Option Term (3/1/25 – 2/28/26)	\$498,084.89	\$41,507.07

The Agreement was subsequently executed.

Under the Agreement, the rent is fixed, as indicated above, and the Owner is responsible for and pays water and sewer charges imposed on the Premises, and all

utilities serving and used at the Premises, including, but not limited to, water, sewer, heating fuel, telephone, cable television and internet service; provided, however, that the County is responsible for reimbursing the Owner for the actual costs that the Owner incurs and pays for real estate taxes for the Premises, and for electricity and gas used at the Premises.

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

Under the Agreement, the County and the Owner each represented to the other that it has dealt with no broker in connection with the Agreement, and agree to indemnify and hold harmless the other, the other's trustees, members, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents, and the respective principals and members of any such agents, from all claims of any other brokers, claiming to have represented the party in connection with the Agreement.

Under the Agreement, the County agreed to not store any hazardous toxic waste or substances used in the County's operations, and should any such substances be discovered in the Premises, the County shall immediately remove them at its sole cost and expense, to the extent required by applicable environmental laws, and indemnify and hold harmless the Owner and any mortgage holder on the Premises with respect to any loss, claim or damage arising out of the presence of any such substance caused by the County, its employees, agents, patients, or contractors, including any fines imposed or reasonable legal fees incurred by the Owner. Under the Agreement, if the County fails to remove such substances, to the extent required by applicable environmental laws, within thirty (30) days after written notice from the Owner, or longer if more time is reasonably required, the Owner may do so at the sole cost and expense of the County, and such sums advanced shall be deemed additional rent, and the Owner shall also have the right to terminate the Agreement.

Under the Agreement, if because of any act or omission, or alleged act or omission, of the County in connection with any construction undertaken by the County, any construction lien or other lien charge, or order for the payment of money or other encumbrance or violation shall be filed against the Owner and/or any portion of the Premises (whether or not such lien, charge, order, or encumbrance is valid or enforceable as such), the County shall, at its own cost and expense, make reasonable attempts to cause same to be discharged of record within thirty (30) days after notice of the filing thereof from the Owner or notice from the filer of such lien; and the County

shall indemnify and save harmless the Owner against and from all reasonable costs, liability, suits, penalties, claims, and demands, including reasonable counsel fees resulting therefrom; provided, however, the notwithstanding anything to the contrary in the foregoing, the County's duty to indemnify and save harmless shall not apply to work undertaken by the County due to the Owner's failure to perform such an obligation under the Agreement.

The Department of Social Services ("DSS") desires to continue to lease the Premises under the Agreement, for the period of the Option Term. Accordingly, authority is respectfully requested from your Honorable Board for the County to exercise its option under the Agreement, and thereby extend its term by one (1) year, to a new expiration date of February 28, 2026, for a total rent amount of \$498,084.89, payable as a monthly rent of \$41,507.07, plus certain additional costs regarding real estate taxes, electricity, and gas, as described above (the "Option-Exercise," DSS3025-A-23).

The proposed Option-Exercise will serve a public purpose by continuing to provide the County with access to housing for persons in need of such housing.

The goal and objective of the proposed Option-Exercise is to continue to provide the County with access to housing for persons in need of such housing.

The goal and objective of the proposed Option-Exercise is in the best interests of the County in terms of health and safety, as continuing to provide the County with access to housing for persons in need of such housing will ultimately ensure the health and safety of such persons.

The goal and objective of the proposed Option-Exercise will be tracked and monitored by the staff of DSS.

As a lease, the proposed Option-Exercise, under the Agreement, is exempt from the Westchester County Procurement Policy pursuant to Section 3(b) thereof.

I respectfully recommend the adoption of the attached resolution.

CDS/LGT/bdm/nn

RESOLUTION

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

RESOLVED, that the County of Westchester (the "County") is hereby authorized to exercise its option under a lease agreement with 101 North Broadway LLC (the "Owner"), pursuant to which the Owner was to lease to the County the premises at 101 North Broadway in Yonkers, New York (the "Premises"), which were to be used to provide an emergency overnight shelter and other housing, for the period from March 1, 2023 through February 28, 2025 (the "Initial Term"), with the County having the option to extend the term of the lease by one (1) additional year thereafter on the same terms as the Initial Term (the "Option Term"), for the following respective total not-to-exceed, and equal monthly, rent amounts:

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(the "Agreement") and thereby extend the term of the Agreement by one (1) year, to a new expiration date of February 28, 2026, for a total rent amount of \$498,084.89, payable as a monthly rent of \$41,507.07, plus reimbursement of the Owner for the actual costs that the Owner incurs and pays for real estate taxes for the Premises, and for electricity and gas used at the Premises, in the same manner as during the Initial Term (the "Option-Exercise," DSS3025-A-23); and be it further

RESOLVED, that except as specifically hereby authorized to be modified by the Option-Exercise, all terms and conditions of the Agreement shall remain in full force and effect; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to execute all documents and take any actions necessary and appropriate to effectuate the purposes of this resolution.

1. Account to be Charged/Credited

	Year	Fund	Dept.	Unit	Object/ Sub Object	Trust Account	Activity	Dollars
Rent	2025	101	22	8900	5860			\$415,070.74
Rent	2026	101	22	8900	5860			\$83,014.15
Estimated Real Estate Taxes, Electric, and Gas	2025	101	22	8900	5860			\$50,000.00
Estimated Real Estate Taxes, Electric, and Gas	2026	101	22	8900	5860			\$10,000.00

2. Budget Funding Year(s): 2025-2026

Start Date: 03/01/25 End Date: 02/28/26
(must match resolution)

3. Funding Source:

Federal	0%	CFDA#(s)	N/A		
State	29%	State ID#(s)			
Operating/Tax Levy	71%				
Capital	%				

4. Total NTE: \$558,084.89

APPROVED BOARD OF ACQUISITION & ASSET MANAGEMENT ACT 12/19/2024 - RAYMOND SCULKY, SECRETARY