

112782

DATE: December 22, 2025

TO: Honorable Members of the Board of Acquisition and Contract

FROM: Kenneth W. Jenkins
County ExecutiveStephanie Perez
Administrator, Independent Office of Assigned Counsel

RE: Authority for the County of Westchester, acting by and through the Independent Office of Assigned Counsel, to enter into a Memorandum of Agreement with the Office of the Administrative Judge, Ninth Judicial District, a component of the New York State Unified Court System (“NYSUCS”), pursuant to which NYSUCS will grant the County a limited license to use and occupy space in the Westchester County Courthouse to allow attorneys on the 18-B panel and related service providers to use for a variety of purposes, for a term commencing upon execution of the MOA by both parties and continuing indefinitely unless terminated by either party on prior written notice to the other party, at no cost to the County.

Authority is hereby requested for the County of Westchester (the “County”) acting by and through the Independent Office of Assigned Counsel (“IOAC”), to enter into a Memorandum of Agreement (the “MOA”) with the Office of the Administrative Judge, Ninth Judicial District, a component of the New York State Unified Court System (“NYSUCS”), pursuant to which NYSUCS will grant the County a limited license for IOAC to use and occupy space located on the first floor in the Annex of the Westchester County Courthouse, known as the “Access to Justice Center” (the “Premises”), to allow attorneys on the 18-B panel and related service providers to meet with clients, to sign on for virtual appearances around the County, or to work in a quiet space in between court appearances, etc.

The term of the MOA will commence upon execution thereof by both parties and approval of same by the Office of the Westchester County Attorney, and will continue indefinitely unless terminated by either party on prior written notice to the other party. There will be no cost to the County in connection with the MOA. However, the County will be required to indemnify and hold harmless the NYSUCS, the State of New York, and their respective employees, officers, and agents, from and against all claims, causes of action, expenses, liabilities and damages, including reasonable attorney’s fees, related to or arising from the County’s negligence or willful misconduct in connection with the MOA, and damage, loss, or theft relating to any County equipment or supplies used or stored at the Premises.

The proposed MOA is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3(b) thereof, which exempts contracts for real property leases, licenses or concessions.

The goals and objectives of this proposed MOA are to provide a quiet space at the Courthouse for use by attorneys on the 18-B panel and related service providers, to, *inter alia*, meet with clients, sign on for virtual appearances around the County, or to work between court appearances.

Accordingly, I recommend that your Honorable Board approve the attached resolution authorizing the MOA with NYSUCS for the provision of various services to 18B panel attorneys.

SP/LAC
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/15/2026 - RAYMOND SCULKY, SECRETARY

R E S O L U T I O N

Upon a communication from the County Executive and the Administrator of the Independent Office of Assigned Counsel, be it hereby

RESOLVED, that the County of Westchester (“County”), acting by and through the Independent Office of Assigned Counsel (“IOAC”), is hereby authorized to enter into a Memorandum of Agreement (“MOA”) with the Office of the Administrative Judge, Ninth Judicial District, a component of the New York State Unified Court System (“NYSUCS”), pursuant to which NYSUCS will grant the County a limited license for IOAC to use and occupy space located on the first floor in the Annex of the Westchester County Courthouse, known as the “Access to Justice Center” (the “Premises”), for use by attorneys on the 18-B panel and related service providers for a variety of purposes, such as to meet with clients, to sign on for virtual appearances around the County, or to work in a quiet space in between court appearances, etc.; and be it further

RESOLVED, that the term of the MOA will commence upon execution thereof by both parties and approval of same by the Office of the Westchester County Attorney, and will continue indefinitely unless terminated by either party on prior written notice to the other party; and be it further

RESOLVED, that there will be no cost to the County in connection with the MOA. However, the County will be required to indemnify and hold harmless the NYSUCS, the State of New York, and their respective employees, officers, and agents, from and against all claims, causes of action, expenses, liabilities and damages, including reasonable attorney’s fees, related to or arising from the County’s negligence or willful misconduct in connection with the MOA, and damage, loss, or theft relating to any County equipment or supplies used or stored at the Premises; and be it further

RESOLVED, that the County Executive or his duly authorized designee be, and hereby is, authorized to take such actions and execute such documents as may be necessary and appropriate to effectuate the purposes hereof.

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
101	43	1000	4420		\$0

Budget Funding Year n/a Start Date upon execution End Date until terminated by either party
(must match resolution)

Funding Source
Tax Dollars _____
State Aid _____
\$0 _____
(must match resolution)
Federal Aid _____
Other _____