

110336

TO: Honorable Board of Acquisition and Contract

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

Christopher Steers
Director of Countywide Administrative Services

DATE: January 22, 2025

SUBJECT: Enter into Lease Agreement No. 25-901 with WP Plaza Owner LLC and WP Plaza 715 LLC for the entire 8th floor, approximately 28,388 square feet of space, at 445 Hamilton Avenue, White Plains, New York, to be used by the Board of Elections.

Transmitted herewith is a proposed Resolution that will authorize the County of Westchester (the "County") to enter into a lease agreement with WP Plaza Owner LLC and WP Plaza 715 LLC ("Landlord") for the entire 8th floor, approximately 28,388 square feet of swing space, at 445 Hamilton Avenue, White Plains, New York ("Leased Premises"), to be used by the Board of Elections during the construction of the LOFT LGBTQ+ Community Center at 25 Quarropas Street. Landlord will also provide the County up to 142 non-reserved parking spaces on a "first-come, first serve" basis in the parking garage located at 275 Main Street.

The term of the lease will be five (5) years, with rent commencing upon substantial completion of Landlord's improvements needed to make the Leased Premises ready for the County, which will constitute the Lease commencement date. Under the lease agreement, the County will initially pay Landlord \$32.50 per square foot in base rent, with annual escalations as follows:

Year 1 - \$922,610.00 (\$76,884.17 per month)

Year 2 - \$941,062.20 (\$78,421.85 per month)

Year 3 - \$959,883.44 (\$79,990.29 per month)

Year 4 - \$979,081.11 (\$81,590.09 per month)

Year 5 - \$998,662.74 (\$83,221.89 per month)

In addition, the County will be responsible for Additional Rent including the tenant's share of increases in property taxes and operating expenses over a base year, sub-metered electrical energy, late charges, and overtime or excess service charges.

The County will be required to provide the following indemnification: "Tenant shall indemnify, defend, protect and hold harmless each of the Indemnitees from and against any and all Losses to which any Indemnitee may (except to the extent arising from the gross negligence or willful misconduct of any such Indemnitee in the operation and maintenance of the Building or the Complex) be subject or suffer, by reason of any claim for, any injury to, or death of, any person or persons or damage to property (including any loss of use thereof) or otherwise arising from or in connection with the use of, or from any work or thing whatsoever done in any part of the Premises (other than by such Indemnitee) or by any Tenant Party in the Building, the Complex or the Real Property during the Term or during the period of time, if any, prior to the commencement or

following the expiration of the Term that any Tenant Party may have been given access to any portion of the Premises or the Real Property for the purpose of performing work or otherwise, or as a result of any Tenant Party performing any such work or otherwise that subjects any Indemnitee to any Requirement to which such Indemnitee would not otherwise be subject, or arising from any condition of the Premises or the Real Property due to or resulting from any default by Tenant in the keeping, observance or performance of any provision contained in this Lease or from any act or negligence of any Tenant Party.”

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

BOE operations run the risk of interruption due to the construction because of the removal of parking, noise, dust, debris, vibration, and/or utilities interruption. The goals and objectives of this agreement are to allow for the continued uninterrupted operation of the Board of Elections as required, during the construction of the LOFT LGBTQ+ Community Center on the adjacent lot.

We recommend approval of the annexed Resolution.

HJG/CS/DLV/dv

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/30/2025 - RAYMOND SCURRY, SECRETARY

RESOLUTION

Upon a communication from Commissioner of Public Works and Transportation and the Director of Countywide Administrative Services, it is hereby

RESOLVED, that the County of Westchester is authorized to enter into Lease Agreement No. 25-901 with WP Plaza Owner LLC and WP Plaza 715 LLC (“Landlord”) for the entire 8th floor, approximately 28,388 square feet of space, at 445 Hamilton Avenue, White Plains, New York (“Leased Premises”), to be used by the Board of Elections during the construction of the LOFT LGBTQ+ Community Center at 25 Quarropas Street. Landlord will also provide the County up to 142 non-reserved parking spaces on a “first-come, first serve” basis in the parking garage located at 275 Main Street; and be it further

RESOLVED, that the term of the lease will be five (5) years, with rent commencing upon substantial completion of Landlord’s improvements needed to make the Leased Premises ready for the County, which will constitute the rent commencement date. Under the lease agreement, the County will initially pay Landlord \$32.50 per square foot in base rent, with annual escalations as follows:

Year 1 - \$922,610.00 (\$76,884.17 per month)
Year 2 - \$941,062.20 (\$78,421.85 per month)
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Year 4 - \$979,081.11 (\$81,590.09 per month)
Year 5 - \$998,662.74 (\$83,221.89 per month); and be it further

RESOLVED, that in addition, the County will be responsible for Additional Rent including the tenant’s share of increases in property taxes and operating expenses over a base year, sub-metered electrical energy, late charges, and overtime or excess service charges; and be it further

RESOLVED, that the County will be required to provide the following indemnification: “Tenant shall indemnify, defend, protect and hold harmless each of the Indemnitees from and against any and all Losses to which any Indemnitee may (except to the extent arising from the gross negligence or willful misconduct of any such Indemnitee in the operation and maintenance of the Building or the Complex) be subject or suffer, by reason of any claim for, any injury to, or death of, any person or persons or damage to property (including any loss of use thereof) or otherwise arising from or in connection with the use of, or from any work or thing whatsoever done in any part of the Premises (other than by such Indemnitee) or by any Tenant Party in the Building, the Complex or the Real Property during the Term or during the period of time, if any, prior to the commencement or following the expiration of the Term that any Tenant Party may have been given access to any portion of the Premises or the Real Property for the purpose of performing work or otherwise, or as a result of any Tenant Party performing any such work or otherwise that subjects any Indemnitee to any Requirement to which such Indemnitee would not otherwise be subject, or arising from any condition of the Premises or the Real Property due to or resulting from any default by Tenant in the keeping, observance or performance of any provision contained in this Lease or from any act or negligence of any Tenant Party.”; and be it further

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

Account to be Charged/credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
101	46	3300-3347	4320		\$384,420.83 (2025)
101	46	3300-3347	4320		\$930,298.42 (2026)
101	46	3300-3347	4320		\$948,904.38 (2027)
101	46	3300-3347	4320		\$967,882.47 (2028)
101	46	3300-3347	4320		\$987,240.12 (2029)
101	46	3300-3347	4320		\$582,553.27 (2030)

Budget Funding Year(s) 2025-2029 Start Date 8/1/25 End Date 7/31/30
(must match resolution)

Revenue Tax Dollars \$4,801,299.49
State Aid _____
Federal Aid _____
\$4,801,299.49
(must match resolution) Other _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/30/2025 - RAYMOND SCULKY, SECRETARY