

#113391

Date: May 12, 2026

To: The Honorable Board of Acquisition and Contract

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

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

Re: **Request for authority for the County of Westchester to enter into a new Lease Agreement with Ziza Associates, LLC for 26,546 square feet of space at 10 County Center Road, White Plains, New York, commencing retroactively on January 1, 2026 and continuing through December 31, 2030. (Lease Agreement No. 26-910).**

The County of Westchester (“County”) Departments of Social Services and Health currently occupy space in the building at 10 County Center Road in White Plains, New York, pursuant to a Lease with Ziza Associates, LLC (“Landlord”) which expired December 31, 2025. Authority is currently requested to enter into a new Lease commencing January 1, 2026 and continuing through December 31, 2030 at the rates specified below:

Term Year	Annual Rent	Monthly Rent
1. 1/1/26 to 12/31/26	\$ 839,961.89	\$ 69,996.82
2. 1/1/27 to 12/31/27	\$ 865,160.74	\$ 72,096.72
3. 1/1/28 to 12/31/28	\$ 891,115.57	\$ 74,259.63
4. 1/1/29 to 12/31/29	\$ 917,849.04	\$ 76,487.42
5. 1/1/30 to 12/31/30	\$ 945,384.49	\$ 78,782.04

It should be noted that certain provisions of the Lease require the County to pay additional costs and fees, including but not limited to real estate taxes, electricity, heat and air conditioning, and replacement lighting equipment.

The County may be responsible for Additional Rent as defined by the lease for such actions as repairs by Landlord, for example, if Landlord elects to make repairs in or to the Building or the facilities and systems thereof for which the County is responsible in accordance with the lease. Landlord may charge Additional Rent for electing to cure County defaults as defined by the Lease. Fees in connection with late payment charges, would also be payable by Additional Rent, as well as removal of any signage installed by the County and not removed upon termination of the Lease.

It should be noted that the Lease contains the following Indemnity clause:

“Tenant shall not do or permit any act or thing to be done upon the Premises which may subject Landlord to any liability or responsibility for injury, damages to persons or property or to any liability by reason of any violation of law or of any legal requirement of public authority, but shall exercise such control over the Premises as to fully protect Landlord against any such liability. Tenant agrees to indemnify and save harmless Landlord from and against all liabilities, obligations, damages, penalties, claims, costs and expenses, including reasonable attorney fees, incurred or arising from (i) any act, omission or negligence of Tenant, its contractors, licensees, agents, employees, invitees or visitors, including any claims arising from any act, omission or negligence of Landlord or Landlord or Tenant; (ii) any accident, injury or damage whatsoever caused to any person or to the property of any person and occurring during the Term in or about the Premises, (iii) any accident, injury or damage to any person, entity or property, occurring outside of the Premises but anywhere within or about the Real Property, where such accident, injury or damage results or is claimed to have resulted from an act or omission of Tenant or Tenant’s agents, employees, invitees or visitors, including any claims arising from any act, omission or negligence of Landlord or Landlord and Tenant, (iv) any breach, violation or nonperformance of any covenant, condition or agreement in this Lease set forth and contained on the part of Tenant to be fulfilled, kept, observed and performed and (v) Tenant, or any of Tenant’s contractors, licensees, agents, employees, invitees or visitors causing or permitting any Hazardous Substance (as hereinafter defined) to be brought upon, kept or used in or about the Premises or the Real Property or any seepage, escape or release of such Hazardous Substances. The term "Hazardous Substances" shall mean, collectively, (a) asbestos and polychlorinated biphenyls and (b) hazardous or toxic materials, wastes and substances which are defined, determined and identified as such pursuant to any law. Tenant’s liability under this Lease extends to the acts and omissions of any subtenant and any contractor, licensee, agent, employee, invitee or visitor of any subtenant. As used herein and in all other provisions in this Lease containing indemnities made for the benefit of Landlord, the term "Landlord" shall mean the Landlord herein named and its managing agent and their respective parent companies and/or corporations, their respective controlled, associated, affiliated and subsidiary companies and/or corporations and their respective members, officers, partners, agents, consultants, servants, employees, successors and assigns. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. This Paragraph shall survive the expiration or sooner termination of this Lease.”

The goal and objective of this Lease is to provide space for the operations of the Department of Social Services and the Department of Health. It is in the best interests of the County to enter into this Lease Agreement as it serves a public purpose by benefiting the health, safety and welfare of the residents of Westchester County utilizing the services of these Departments. There are no energy or environmental components associated with this Lease. This Lease will be monitored by the Department of Public Works and Transportation to insure that the Lease responsibilities are met by the owner. This Lease is exempt from the County’s Procurement Policy pursuant to Section 3(b) therein.

Accordingly, attached for your consideration is a resolution which, if approved, would authorize the County to enter into a new Lease with Ziza Associates, LLC for 26,546 square feet of space at 10 County Center Road in White Plains, New York. Approval of the attached resolution is recommended.

HJG/CDS/mg  
Attachment

# RESOLUTION

## Lease Agreement No. 26-910

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

**RESOLVED**, that the County of Westchester ("County") is authorized to enter into a lease agreement with Ziza Associates, LLC ("Landlord") for 26,546 square feet of space at 10 County Center Road in White Plains, New York, commencing on January 1, 2026 and continuing through December 31, 2030, at rental rates as follows:

Term Year	Annual Rent	Monthly Rent
1. 1/1/26 to 12/31/26	\$ 839,961.89	\$ 69,996.82
2. 1/1/27 to 12/31/27	\$ 865,160.74	\$ 72,096.72
3. 1/1/28 to 12/31/28	\$ 891,115.57	\$ 74,259.63
4. 1/1/29 to 12/31/29	\$ 917,849.04	\$ 76,487.42
5. 1/1/30 to 12/31/30	\$ 945,384.49	\$ 78,782.04

and be it further

**RESOLVED**, that under the lease the County shall pay additional costs and fees, the including but not limited to electricity, heat and air conditioning, and replacement lighting equipment. In addition, the County shall be responsible for its pro rata share of the increase in real estate taxes currently set at \$ 3.00/square foot; and be it further

**RESOLVED**, that the County may be responsible for Additional Rent as defined by the lease for such actions as repairs by Landlord, for example, if Landlord elects to make repairs in or to the Building or the facilities and systems thereof for which the County is responsible in accordance with the lease. Landlord may charge Additional Rent for electing to cure County defaults as defined by the Lease. Fees in connection with late payment charges, would also be payable by Additional Rent, as well as removal of any signage installed by the County and not removed upon termination of the Lease; and be it further

**RESOLVED**, that the lease contains the following indemnification clause:

"Tenant shall not do or permit any act or thing to be done upon the Premises which may subject Landlord to any liability or responsibility for injury, damages to persons or property or to any liability by reason of any violation of law or of any legal requirement of public authority, but shall exercise such control over the Premises as to fully protect Landlord against any such liability. Tenant agrees to indemnify and save harmless Landlord from and against all liabilities, obligations, damages, penalties, claims, costs and expenses, including reasonable attorney fees, incurred or arising from (i) any act, omission or negligence of Tenant, its contractors, licensees, agents, employees, invitees or visitors, including any claims arising from any act, omission or negligence of Landlord or Landlord or Tenant; (ii) any accident, injury or damage whatsoever caused to any person or to the property of any person and occurring during the Term in or about the Premises, (iii) any accident, injury or damage to any person, entity or property, occurring outside of the Premises but anywhere within or about the Real Property, where such accident, injury or damage results or is claimed to have resulted from an act or

omission of Tenant or Tenant's agents, employees, invitees or visitors, including any claims arising from any act, omission or negligence of Landlord or Landlord and Tenant, (iv) any breach, violation or nonperformance of any covenant, condition or agreement in this Lease set forth and contained on the part of Tenant to be fulfilled, kept, observed and performed and (v) Tenant, or any of Tenant's contractors, licensees, agents, employees, invitees or visitors causing or permitting any Hazardous Substance (as hereinafter defined) to be brought upon, kept or used in or about the Premises or the Real Property or any seepage, escape or release of such Hazardous Substances. The term "Hazardous Substances" shall mean, collectively, (a) asbestos and polychlorinated biphenyls and (b) hazardous or toxic materials, wastes and substances which are defined, determined and identified as such pursuant to any law. Tenant's liability under this Lease extends to the acts and omissions of any subtenant and any contractor, licensee, agent, employee, invitee or visitor of any subtenant. As used herein and in all other provisions in this Lease containing indemnities made for the benefit of Landlord, the term "Landlord" shall mean the Landlord herein named and its managing agent and their respective parent companies and/or corporations, their respective controlled, associated, affiliated and subsidiary companies and/or corporations and their respective members, officers, partners, agents, consultants, servants, employees, successors and assigns. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. This Paragraph shall survive the expiration or sooner termination of this Lease.”; and be it further

**RESOLVED**, that this Agreement is subject to 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. 26-910

Account to be Charged/Credited	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
	101	46	3300-3348	4320		\$1,039,962.00 (2026)
	101	46	3300-3348	4320		\$1,065,161.00 (2027)
	101	46	3300-3348	4320		\$1,091,116.00 (2028)
	101	46	3300-3348	4320		\$1,117,849.00 (2029)
<i>*If option is exercised</i>	101	46	3300-3348	4320		\$1,145,385.00 (2030)

Budget Funding Year(s): 2026-2030 Start Date: 01/01/26 End Date: 12/31/30  
 (must match resolution)

Funding Source: Tax Dollars \$5,459,473.00  
 State Aid \_\_\_\_\_  
\$5,459,473.00 Federal Aid \_\_\_\_\_  
 (must match resolution) Other \_\_\_\_\_