



Kenneth W. Jenkins
County Executive

Department of Social Services

Leonard G. Townes
Commissioner

112746

DATE: December 22, 2025

TO: Board of Acquisition and Contract

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

SUBJECT: Authority for the County of Westchester to enter into a lease agreement with the Mount Vernon City School District, pursuant to which it will lease to the County the property known as the Holmes School, at 195 North Columbus Avenue in Mount Vernon, for use as temporary housing for victims of a recent fire, for the period from December 6, 2025 through January 2, 2026, for no monetary compensation, except for the payment of security and maintenance costs, in an amount not-to-exceed \$97,239.87.

Authority is requested from your Honorable Board for the County of Westchester (the "County") to enter into a lease agreement (the "Agreement") with the Mount Vernon City School District (the "District"), pursuant to which the District will lease to the County the property known as the Holmes School, at 195 North Columbus Avenue in Mount Vernon, (the "Premises") for use as temporary housing for victims of a recent fire, for the period from December 6, 2025 through January 2, 2026, for no monetary compensation, except for the payment of security and maintenance costs for the Premises, in an amount not-to-exceed \$97,239.87 (the "Agreement").

Under the proposed Agreement, the County will be required to agree to the following provisions:

- "[The County] shall indemnify, defend, and hold harmless the District, its board members, officers, employees, and agents from all claims, damages, losses, liabilities, or expenses arising out of the [County]'s use or occupancy of the Premises, except to the extent caused by the District's sole negligence or willful misconduct."
- "[The County] shall indemnify and hold harmless the District from any claims, allegations, damages, or liabilities related to sexual misconduct, sexual abuse, or molestation alleged to involve any employee, volunteer, contractor, agent, or program participant of the [County]."

The proposed Agreement will serve a public purpose by providing the County with access to space to provide temporary housing to victims of a recent fire.

The goal and objective of the proposed Agreement is to provide the County with access to space to provide temporary housing to victims of a recent fire.

The goal and objective of the proposed Agreement is in the best interests of the County in terms of health and safety, as providing the County with access to space to provide temporary housing to victims of a recent fire will help ensure that such persons have safe housing during their immediate period of crisis.

The goal and objective of the proposed Agreement will be tracked and monitored by the staff of the Department of Social Services.

As a lease, the proposed Agreement is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3(b) thereof.

Pursuant to Section 104.11(5)(c) of the Laws of Westchester County, the County has the right to lease "the property of others for County purposes for terms not exceeding five years...with the approval of the Board of Acquisition and Contracts without action by the Board of Legislators."

I respectfully recommend the adoption of the attached resolution.

LGT/JE/bdm/nn

APPROVED BOARD OF ACQUISITION & CONTRACT 12/23/2015 RAYMOND SCUKY, SECRETARY

RESOLUTION

Upon a communication from the Commissioner of the Department of Social Services, be it hereby:

RESOLVED, that the County of Westchester (the "County") is hereby authorized to enter into a lease agreement (the "Agreement") with the Mount Vernon City School District (the "District"), pursuant to which the District will lease to the County the property known as the Holmes School, at 195 North Columbus Avenue in Mount Vernon, (the "Premises") for use as temporary housing for victims of a recent fire, for the period from December 6, 2025 through January 2, 2026, for no monetary compensation, except for the payment of security and maintenance costs for the Premises, in an amount not-to-exceed \$97,239.87 (the "Agreement"); and be it further

RESOLVED, that the County is authorized to agree, under the Agreement, to the following provisions:

- "[The County] shall indemnify, defend, and hold harmless the District, its board members, officers, employees, and agents from all claims, damages, losses, liabilities, or expenses arising out of the [County]'s use or occupancy of the Premises, except to the extent caused by the District's sole negligence or willful misconduct."
- "[The County] shall indemnify and hold harmless the District from any claims, allegations, damages, or liabilities related to sexual misconduct, sexual abuse, or molestation alleged to involve any employee, volunteer, contractor, agent, or program participant of the [County]."

RESOLVED, that the Agreement is subject to County appropriations; and be it further

RESOLVED, that the Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of the Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate the Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the contractor, then the contractor shall have the right to terminate the Agreement upon reasonable prior written notice; and be it further

RESOLVED, that the County Executive or his duly authorized designee is empowered to execute all documents and take all actions necessary to effect the purpose of this resolution.

Account to be Charged/Credited:

Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
101	22	8900	5960		\$97,239.87

1. Budget Funding Year(s): 2025-26

Start Date: 12/06/2025 End Date: 01/02/2026
(must match resolution)

2. Funding Source:

Federal	%	CFDA#(s)			
State	%	State ID#(s)			
Operating/Tax Levy	100%				
Capital					

3. Total NTE: \$97,239.87
(must match resolution)