

A LOCAL LAW authorizing the County of Westchester to amend its lease agreement with Brooks Shopping Centers, LLC for the lease of space located at the Cross County Shopping Center to provide terms for relocation to a new space and to increase the term thereof for an additional ten years.

NOW, THEREFORE, BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

Section 1. The County of Westchester, acting by and through Westchester Community College (“WCC”), is hereby authorized to amend the lease agreement (the “Lease”), with Brooks Shopping Centers, LLC (the “Landlord”) for 12,165 square feet of space located at the Cross County Shopping Center, Yonkers (the “Leased Premises”) for use by WCC’s Yonkers Extension Center (the “Extension Center”), in order to provide terms for relocation of the Extension Center to a new, 39,093 square foot premises (the “New Premises”) located at CCSC Space 1120, which was formerly occupied by the Sears department store, once the work necessary for WCC’s occupancy is complete and WCC is able to relocate the Extension Center to the New Premises (the “Adjustment Date”), and to extend the term of the Lease for ten (10) years from the Adjustment Date;

§2. The annual fixed rent shall be at a monthly rate of \$50.00 per square foot or \$50,687.50 per month, until the Adjustment Date, which shall occur during the first intersession break after the work is complete. Then the monthly rent, while remaining at \$50.00 per square foot, will increase to \$162,887.50 per month based on the larger square footage and will remain at that rate and amount until December 31, 2022. Thereafter, the Rent will increase by 2% per year for ten (10) years from the Adjustment Date;

§3. The Landlord, using the Landlord’s architect and contractors, shall perform the work necessary to prepare the New Premises for WCC’s occupancy (the “Landlord’s Work”), in accordance with plans that have been reviewed and approved by WCC. at a cost to the Landlord

not to exceed \$5,918,768.53. WCC will be responsible for any additional cost of said work or of any change orders requested by WCC;

§4. WCC will pay \$6.00 per square foot per annum beginning on the Adjustment Date for “Tenant’s Share of Fixed Costs” which is defined as “all costs and expenses arising in connection with the use, ownership, operation, and maintenance of the Center”. The Tenant’s Share of Fixed Costs will increase by 2% annually beginning on January 1, 2023;

§5. The Landlord shall manufacture, purchase install and maintain signage for WCC at WCC’s expense. Landlord shall also provide cleaning services through a contract, approved by WCC, with Landlord’s cleaning contractor for which services WCC shall reimburse the Landlord;

§6. Change order requests that do not seek to increase the total amount payable under the Lease, or extend the Lease Term, shall only require the approval of the County Board of Acquisition and Contract, upon recommendation of the President of WCC. Change orders that result in an increase to the total amount payable under the Lease, or which extend the Lease Term, shall require an amendment to the Lease and shall be subject to approval of the Board of Legislators and the Board of Acquisition and Contract. Notwithstanding the immediately preceding sentence the Board of Acquisition and Contract, upon recommendation of the President of WCC, is authorized to approve change orders that in the aggregate do not exceed ten (10%) percent of the total principal amount for the (the “Landlord’s Work”), without additional Board of Legislator approval for same;

§7. The County Executive or his duly authorized designee, is hereby authorized to execute and deliver all instruments approved as to form and substance by the County Attorney as are necessary and appropriate to effectuate the purposes of this Local Law.

§8. This Local Law shall take effect immediately.