

A LOCAL LAW authorizing the County of Westchester to enter into an amendment to the lease agreement with Zita Associates LLC for space located at 10 County Center Road, Suite 204, White Plains, New York, in order to extend the term of the Lease through December 31, 2029.

BE IT ENACTED by the County Board of the County of Westchester as follows:

Section 1. The County of Westchester is hereby authorized to enter into an amendment (“First Amendment”) to the lease agreement (“Lease”) dated June 12, 2021 with Zita Associates LLC, for space located at 10 County Center Road, Suite 204, White Plains, New York (“Premises”), in order to extend the term of the Lease through December 31, 2029 (“First Extended Term”), commencing retroactively on November 15, 2024 and expiring on November 14, 2029.

§2. During the First Extended Term, the County will pay rent at the annual rates and in the monthly installments set forth below:

Extension Year	Yearly Rent	Monthly Rent Payment	Yearly Increase
11/15/2024—12/31/2024	\$11,171.28	\$7,447.52	Same as in 2024
01/01/2025 – 12/31/2025	\$ 89,370.22	\$ 7,447.52	Same as in 2024
01/01/2026 – 12/31/2026	\$ 92,051.33	\$ 7,670.94	3%
01/01/2027 – 12/31/2027	\$ 94,812.87	\$ 7,901.07	3%
01/01/2028 – 12/31/2028	\$ 97,657.25	\$ 8,138.10	3%
01/01/2029 – 12/31/2029	\$ 100,586.97	\$ 8,382.25	3%

§3. In the event the County changes from a self-insurance program to a traditional insurance program, the County’s minimum limits of liability shall be a combined single limit with respect to each occurrence in an amount of not less than \$ 2,000,000.00 for injury (or death) and damage to property or such greater amount as Landlord may, from time to time, reasonably require. Such coverage may be maintained by a combined single limit policy in the in the amount of \$3,000,000.00 and an “umbrella” or excess coverage policy in the amount of \$4,000,000.00.

§4. All of the County's water, electricity and gas consumption used by the County at the Premises shall be measured by submeter(s) installed by the Landlord, and actual utility costs incurred by the County shall be invoiced by Landlord and paid by the County as additional rent, on the first day of each month.

§5. All other terms and conditions of the Lease, shall remain in full force and effect.

§6. The County Executive or his duly authorized designee, is hereby authorized to execute and deliver all instruments necessary and appropriate to effectuate the purposes of this Local Law.

§7. This Local Law shall take effect immediately.