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# COUNTY OF ERIE

**MARK C. POLONCARZ**

COUNTY EXECUTIVE

July 23, 2015

Erie County Legislature  
92 Franklin Street, 4<sup>th</sup> Floor  
Buffalo, New York 14202

**IMMEDIATE CONSIDERATION**  
**REQUESTED**

Re: Department of Social Services  
Lease Extension and Modification Agreement – 43 Court Street

Dear Honorable Members:

The Department of Social Services is requesting authorization to renew a lease at 43 Court Street with 43 Court Street Realty Company for the purpose of housing Social Services programs at that site.

The lease renewal is for the period of July 13, 2015 through July 12, 2020 and is for 20,750 square feet of space at 43 Court Street at a rental amount of \$13.70 per square foot, for an annual base rental amount of \$284,274.96. The landlord has agreed to provide, at no cost to tenant, all of the improvement and maintenance items reflected on attachment "A" to the lease Extension and Modification Agreement during the extension period.

Funds for this lease were anticipated and are included in the 2015 Adopted Budget; therefore, there is no 2015 fiscal impact. This resolution requests waiver of section 19.08 of the County Code requirement for a Request for Proposals as the cost of moving is prohibitive due to the extensive cabling and systems installations in place at the current location.

Should your honorable body require further information, I encourage you to contact Michael A. Siragusa, Erie County Attorney, at the Erie County Attorney's Office. Thank you for your consideration on this matter.

Sincerely yours,

Mark C. Poloncarz, Esq.  
Erie County Executive

Enclosure

A RESOLUTION SUBMITTED BY:  
DEPARTMENT OF SOCIAL SERVICES

RE: Lease Renewal – 43 Court Street

WHEREAS, the Department of Social Services is requesting authorization to renew a lease at 43 Court Street with the 43 Court Street Realty Company for the purpose of housing multiple Social Services programs at that site; and

WHEREAS, the lease renewal is for 20,750 square feet of space at 43 Court Street at a rental amount of \$13.70 per square foot, for an annual base rental amount of \$284,274.96; and

WHEREAS, the current lease period terminates on July 12, 2015, and this lease renewal is needed to maintain Department of Social Services operations at this location; and

WHEREAS, the landlord has agreed to provide, at no cost to tenant, all of the improvement and maintenance items reflected on attachment “A” to the lease Extension and Modification Agreement during the extension period; and

WHEREAS, funds for this lease were anticipated and are included in the 2015 Adopted Budget; therefore, there is no 2015 fiscal impact.

NOW, THEREFORE, BE IT

RESOLVED, the County Executive is authorized to execute the lease Extension and Modification Agreement for 43 Court Street at the rental terms herein presented; and be it further

RESOLVED, section 19.08 of the County Code requirement for a Request for Proposals is waived as the cost of moving is prohibitive due to the extensive cabling and systems installations in place at the current location; and be it further

RESOLVED, that certified copies of this resolution shall be forwarded to the Erie County Executive, the Commissioner of Social Services, the Erie County Comptroller, and the Director of the Division of Budget and Management.

## MEMORANDUM

**To:** Honorable Members of the Erie County Legislature  
**From:** Department of Social Services  
**Re:** Lease Extension and Modification Agreement – 43 Court Street  
**Date:** July 23, 2015

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### **SUMMARY**

The Department of Social Services is requesting authorization to renew a lease at 43 Court Street with 43 Court Street Realty Company for the purpose of housing multiple Social Services programs at that site. This resolution waives section 19.08 of the County Code requirement for a Request for Proposals.

### **FISCAL IMPLICATIONS**

Funds for this lease extension were anticipated and are included in the 2015 Adopted Budget; therefore, there is no 2015 fiscal impact.

### **REASONS FOR RECOMMENDATION**

The cost of moving is prohibitive due to the extensive cabling and systems installations in place at the current location.

### **BACKGROUND INFORMATION**

The lease extension is for the period of July 13, 2015 through July 12, 2020 and is for 20,750 square feet of space at 43 Court Street at a rental amount of \$13.70 per square foot, for an annual base rental amount of \$284,274.96. The landlord has agreed to provide, at no cost to tenant, all of the improvement and maintenance items reflected on attachment "A" to the lease Extension and Modification Agreement during the extension period.

### **CONSEQUENCES OF NEGATIVE ACTION**

Rental payments would be delayed.

### **STEPS FOLLOWING APPROVAL**

A lease extension and modification agreement will be executed.

**43 COURT STREET REALTY COMPANY**  
43 COURT STREET, SUITE 910  
BUFFALO, NEW YORK 14202

**LEASE EXTENSION AND MODIFICATION AGREEMENT**

**JULY 15, 2015**

WHEREAS, the County of Erie, on behalf of the Erie County Department of Social Services (hereinafter referred to as "Tenant") and 43 Court Street realty Company (hereinafter referred to as "Landlord") entered into a Lease Agreement (hereinafter referred to as the "Lease") dated October 20, 1999 and,

WHEREAS, THE Landlord and Tenant subsequently entered into the following: a certain Lease Addendum Agreement dated November 24, 2004; a certain Lease Modification and Extension Agreement dated June 22, 2010; a certain Lease Modification Agreement dated June 11, 2012, (hereinafter collectively referred to as "Addenda"), and

WHEREAS, the Landlord and Tenant desire to extend and modify the Lease and Addenda by way of this Lease Extension and Modification Agreement and the attached Exhibit "A".

NOW THEREFORE, the parties agree as follows:

- 1.) The Lease Term shall be extended for an additional term of Five (5) Years ("Extension Period"), commencing on July 13, 2015 and expiring at midnight on July 12, 2020.
- 2.) The Tenant hereby agrees to waive any early termination rights during the Extension Period, notwithstanding anything to the contrary contained within the Lease and Addenda.
- 3.) The Rent for the Leased Premises (20,750 square feet) shall be \$13.70 per square foot, or \$284,274.96 per year or \$23,689.58 per month during the Extension Period.
- 4.) The Landlord shall provide, at no cost to the Tenant, all of the improvement and maintenance items reflected on the attached Exhibit "A", which shall form part of this Lease Extension and Modification Agreement and be binding upon the parties during the Extension Period.

Landlord and Tenant warrant and represent that neither party has had any dealings with any realtor, broker or agent in connection with this agreement, and they agree to hold each other harmless from any cost, expense or commission.

Except for the items described herein, all other terms and conditions of the Lease dated October 20, 1999 and the Addenda shall remain in full force and effect

Signature Page to Follow

Agreed to this    day of July, 2015

COUNTY OF ERIE  
"Tenant"

By: \_\_\_\_\_  
Mark Poloncarz, County Executive

Approved as to Content:

By: \_\_\_\_\_  
Al Dirschberger, PhD  
Commissioner of Social Services

Approved as to Form:

By: \_\_\_\_\_  
Michael Siragusa  
County Attorney  
Document No.

Agreed to this    day of July, 2015

43 COURT STREET REALTY COMPANY  
"Landlord"

By: \_\_\_\_\_  
Partner

# Lease Extension and Modification Agreement

## EXHIBIT "A"

### 43 Court—Lease Renewal and Building Concerns

- Floors 2 and 3 painted, including door frames and doors. This is a cost of \$25,200. All of the doors and frames and certain areas on the 3<sup>rd</sup> Floor to be painted and touched up. The entire 2<sup>nd</sup> Floor to be painted.
- Replace stained or broken ceiling tiles.
- Repair or replacement of all broken or missing vinyl baseboards
- Replacement of VCT flooring. Addressed below.
- Replace all blinds or provide deep cleaning and replacement of any broken blinds
- Repair vent in men's bathroom on third floor
- Replacement of carpeting on 2<sup>nd</sup> and 3<sup>rd</sup> floors, including repair of floors under existing carpeting. The total cost for all flooring is \$74,400.00, resulting from the Landlord and Tenant agreement that the 3<sup>rd</sup> Floor carpeting does not need to be replaced, but needs to be deep-cleaned. There are two small sections of carpeting on the 3<sup>rd</sup> Floor that need to be replaced with matching or similar carpeting. The entire 2<sup>nd</sup> floor will receive new carpeting, in carpet tiles, to be chosen by the Tenant from samples provided by the Landlord, and new VCT flooring where hard surfaced. Landlord shall order 100 extra carpet squares for future use. VCT flooring at 3<sup>rd</sup> Floor lobby to be stripped and waxed. Replacement of all matching vinyl baseboard where necessary.
- Review of bathrooms for accessibility and adequacy of stalls available to meet needs of occupants and trainees. Upgrades may be required. Landlord and Tenant to review and assess if any repairs or *reasonable* upgrades (\$3K or less) are needed and, if so, Landlord will do at no charge to the County. If repairs or upgrades to the restrooms are of greater significance and cost, Landlord and Tenant agree to consider these in the near future and discuss cost allocations between Landlord and Tenant.

Additionally, the Landlord and Tenant agree to a formal maintenance schedule that will include the following:

**Preventive maintenance should occur at one time per year and include:**

- Deep cleaning of carpets
- Window Washing—inside and outside
- Washing of Walls, baseboards
- Clean/polish VCT flooring
- Clean Vents
- Deep cleaning of all bathrooms
- Review of physical plant and repair/replace and damaged items, e.g. ceiling tiles

In addition to the daily janitorial/maintenance services, the Landlord shall provide the extraordinary Preventive Maintenance services to the Leased Premises one time per year.

**Daily Maintenance:**

- Trash removal.
- Sweep and Mop Vacuum all accessible carpeted areas
- Wash down conference and break tables
- Clean bathrooms