

30841

DATE: December 4, 2012

TO: Board of Acquisition and Contract

FROM: John B. McCaffrey, Chief Information Officer
Department of Information Technology

RE: AUTHORIZATION TO AMEND AN AGREEMENT (IT-233) WITH CABLEVISION LIGHTPATH, INC., FOR THE PROVISION OF FULL VOICE, VIDEO AND DATA TRANSMISSION SERVICES, IN ORDER TO ADD ADDITIONAL SERVICES, INDEMNIFY AND HOLD HARMLESS CABLEVISION LIGHTPATH, INC. AGAINST CERTAIN THIRD PARTY CLAIMS RELATED TO THE ADDITIONAL SERVICES; AND APPROVE BEERS ENTERPRISES, INC. AS A SUBCONTRACTOR FOR THE ADDITIONAL SERVICES

BACKGROUND:

- By an agreement dated March 2, 2000, the County of Westchester (the "County") entered into an agreement (IT-233) with Cablevision Lightpath, Inc. ("Lightpath"), pursuant to which Lightpath was to provide full voice, video and data transmission services along a high-speed telecommunications network, for a term commencing January 1, 2001 and continuing through December 31, 2005, with the County having the option to renew the agreement for two (2) additional five-year terms, for an amount not to exceed \$23,453,541 during the initial five-year term (the "Agreement").
- By a renewal agreement dated January 5, 2006, the County renewed the Agreement for a new five-year term commencing January 1, 2006 and continuing through December 31, 2010, with the County having the option to renew the Agreement for one (1) additional five year term, for an amount not-to-exceed \$25,000,000 during the new five-year term, for a new total not-to-exceed amount under the Agreement of \$48,453,541 (the "First Renewal Agreement").
- By amendments dated June 6, 2008 (the "First Amendment") and January 29, 2010 (the "Second Amendment"), the County and Lightpath agreed to make available to the County under the Agreement, as amended, additional services as part of Lightpath's provision of full voice, video and data transmission services along a high-speed telecommunications network.
- By a renewal agreement dated January 13, 2011, the County, a) renewed the Agreement, as amended, for a new five-year term commencing January 1, 2011 and continuing through December 31, 2015, for an amount not-to-exceed \$25,634,000 during the new five-year term, for a new total not-to-exceed amount under the Agreement, as amended, of \$74,087,541; and b) amended the Agreement, as amended,

by modifying the County's termination rights and adding a new Schedule L, which added additional services and modified existing schedules to the Agreement, as amended, with respect to volume discounts (the "Second Renewal Agreement").

- As mentioned above, as part of the Second Renewal Agreement, the County amended the Agreement, as amended, to add "Lightpath Managed Video Transport Service" to the list of services provided under the Agreement, as amended, as part of Lightpath's provision of full voice, video and data transmission services along a high-speed telecommunications network. Under the Second Renewal Agreement, the County was responsible for contracting with a "System Integrator for Broadcast Transport/Video Exchange" to make full use of the Lightpath Managed Video Transport Service.
- The County has determined that it is desirable to add "System Integrator for Broadcast Transport/Video Exchange" services (the "System Integrator Services"), at the Michaelian Office Building and the County Center, to the list of services provided under the Agreement, as amended, as part of Lightpath's provision of full voice, video and data transmission services along a high-speed telecommunications network, and authorize Lightpath to subcontract with Beers Enterprises, Inc. for the System Integrator Services.
- It is desirable for the County to add the System Integrator Services because they will provide the County with the capability to transmit a High Definition video signal that can be shared with local media and news outlets. Since this signal would always be in a "stand by" mode, it would be ready for activation and use on a moment's notice, thereby allowing the County to disseminate information quickly and effectively. The County could also use the System Integrator Services for other purposes, such as transmitting video of performances at the County Center, for which the County could possibly charge performers an additional fee.
- As part of adding the System Integrator Services to the list of services provided under the Agreement, as amended, the County will agree to indemnify and hold harmless Lightpath against any third party claims arising from the System Integrator Services used by the County, but only to the extent that such claims are based upon the content provided by the County for use in conjunction with the System Integrator Services.
- Except as specifically amended hereby, all terms and conditions of the Agreement, as amended, shall remain in full force and effect.
- The proposed amendment will serve a public purpose by making available to the County additional economical, reliable and efficient services under its existing agreement with Lightpath.
- The goal and objective of the proposed amendment is to make available to the County additional services from Lightpath that will allow the County to make full use of the existing services provided by Lightpath.
- The goal and objective of the proposed amendment is in the best interests of the County in terms of fiscal responsibility, as the additional services will be provided under the County's existing agreement with Lightpath.

- The goal and objective of the proposed amendment will be tracked and monitored by the staff of the Department of Information Technology.

ACTION REQUESTED:

- Authorization to amend the agreement (IT-233) with Lightpath, pursuant to which Lightpath provides full voice, video and data transmission services along a high-speed telecommunications network, for a period terminating December 31, 2015, for a total amount not-to-exceed \$74,087,541, in order to, a) add System Integrator Services, at the Michaelian Office Building and the County Center, to the list of services provided under the Agreement; b) provide for the County to indemnify and hold harmless Lightpath against any third party claims arising from the System Integrator Services used by the County, but only to the extent that such claims are based upon the content provided by the County for use in conjunction with the System Integrator Services; and c) approve Beers Enterprises, Inc. as a subcontractor for the System Integrator Services.

A resolution that would authorize the above amendment is submitted herewith for your approval.

JBM/bdm/nn

APPROVED BOARD OF ACQUISITION & CONTRACT ADMINISTRATION - JUSMILANEIRA, SECRETARY

RESOLUTION

UPON A COMMUNICATION FROM THE CHIEF INFORMATION OFFICER,
DEPARTMENT OF INFORMATION TECHNOLOGY, BE IT HEREBY

RESOLVED, that the County of Westchester (the "County") is hereby authorized to amend an agreement (IT-233) with Cablevision Lightpath, Inc. ("Lightpath"), pursuant to which Lightpath provides full voice, video and data transmission services along a high-speed telecommunications network, for a period terminating December 31, 2015, for a total amount not-to-exceed \$74,087,541 (the "Agreement"), in order to, a) add "System Integrator for Broadcast Transport/Video Exchange" services (the "System Integrator Services"), at the Michaelian Office Building and the County Center, to the list of services provided under the Agreement; b) provide for the County to indemnify and hold harmless Lightpath against any third party claims arising from the System Integrator Services used by the County, but only to the extent that such claims are based upon the content provided by the County for use in conjunction with the System Integrator Services; and c) approve Beers Enterprises, Inc. as a subcontractor for the System Integrator Services; and be it further

RESOLVED, that except as specifically amended hereby, all terms and conditions of the Agreement, as amended, shall remain in full force and effect; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to execute and deliver any and all documents and to take all action necessary and appropriate to effectuate the purposes hereof.

Original Agreement:	\$23,453,541.00
1 st Renewal:	\$25,000,000.00
2 nd Renewal:	\$25,634,000.00
This Amendment:	\$ N/A
Total:	\$74,087,541.00

Contract No. IT-233

Accounts to be charged:

Year	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
						N/A

Budget Funding Year(s): _____ Start Date: _____ End Date: _____
(must match resolution)

Funding Source	Tax Dollars: _____ N/A _____
\$ _____	State Aid: _____
(must match resolution)	Federal Aid: _____
	Other: _____