

41274

July 9, 2014

TO: Honorable Members of the Board of Acquisition and Contract

FROM: George N. Longworth
Commissioner/Sheriff
Department of Public Safety

RE: Authority to enter into an agreement with the New York State Thruway Authority whereby the Department of Public Safety will provide marine patrol services during the New NY Bridge Project to replace the Tappan Zee Bridge. The Agreement shall commence upon execution and shall terminate July 31, 2018 with the option to extend for two additional one year terms. The County shall be compensated for its marine patrol services in an amount not to exceed \$137,500 per year, for a total not to exceed amount of \$825,000 which includes the two additional one-year option terms.

Authority is hereby requested for the County of Westchester (the "County"), acting by and through its Department of Public Safety (the "Department"), to enter into an Agreement (the "Agreement") with the New York State Thruway Authority (the "Authority"), whereby the Department will provide marine patrol services during the New NY Bridge Project (the "Project"). The Agreement shall commence upon execution and shall terminate July 31, 2018 with the Authority having the sole option to extend this agreement for two additional one year periods under the same terms and conditions. The annual maximum amount payable to the County for its marine patrol services pursuant to this agreement is \$137,500 per year, for a total maximum amount payable of \$825,000 which includes the two additional one-year option terms. In addition, the County will indemnify and hold harmless the Authority from and against any and all claims arising from or in connection with the Agreement.

The public purpose of this agreement is to ensure the safety and security of all transiting vessels, including vessels associated with the Tappan Zee Bridge Construction Project, persons working on the project and persons utilizing the Hudson River in the area of the Project. In addition, specific security and counter terrorism missions will be in place to ensure the protection of the Project as a designated Critical Infrastructure and Key Resource.

The goals and objectives of this program will further the purposes of an established United States Coast Guard Safety or Security Zone in conjunction with Westchester County's jurisdiction. It is of note that Security Zones, as defined in 33 C.F.R §6.01-5, are utilized for national security interests rather than strictly for safety considerations. This program will promote national security and public safety by providing effective maritime enforcement of Safety and Security Zones within Westchester County and outlying areas.

The goals and objectives of this program will be tracked and monitored by reviewing the program on an ongoing basis for the duration of the Agreement. The Commanding Officer of the Special Operations Division will conduct reviews during which feedback is gathered regarding the effectiveness of the program. This information will be reported to the Commissioner of the Department of Public Safety.

Approval of the attached resolution is most respectfully requested.

GNL/MJM/cs
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 08/14/2014 - JOMARY VIEIRA, SECRETARY

RESOLUTION

Upon a communication from the Commissioner/Sheriff, Department of Public Safety, be it hereby

RESOLVED, that the County of Westchester, acting by and through its Department of Public Safety (the "Department"), is hereby authorized to enter into an agreement with the New York State Thruway Authority (the "Authority") whereby the Department will provide marine patrol services during the New NY Bridge Project to replace the Tappan Zee. The Agreement shall commence upon execution and shall terminate on July 31, 2018 with the Authority having the sole option to extend this agreement for two additional one (1) year terms. The County shall be compensated for its marine patrol services in the annual maximum amount of \$137,500 per year, for a total maximum amount payable of \$825,000 which includes the two additional one-year option terms; and it is further

RESOLVED, that the County will indemnify and hold harmless the Authority from and against any and all claims arising from or in connection with the Agreement; and it is further

RESOLVED, that the County Executive or his duly authorized designee is authorized and empowered to execute and deliver all instruments and take all actions necessary or appropriate to effectuate the purposes hereof.

Account to be Charged/Revenue	Fund	Agency	Capital Project Or Org	Object/ Sub Object	Activity	Dollars
2014	101	38	2000	9734		\$ 68,750
2015	101	38	2000	9734		\$137,500
2016	101	38	2000	9734		\$137,500
2017	101	38	2000	9734		\$137,500
2018	101	38	2000	9734		\$137,500
2019	101	38	2000	9734		\$137,500
2020	101	38	2000	9734		\$ 68,750

Budget Funding Year(s) 2014 - 2020 Start Upon Execution End Date July 31, 2020

Funding Source Tax Dollars: _____
 State Aid: \$825,000
 \$825,000 Federal Aid: _____
 (must match resolution) Other: _____