

49759

DATE: December 4, 2015

TO: Board of Acquisition and Contract

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

RE: AUTHORITY TO AMEND A LICENSE AGREEMENT (IT-781) WITH CABLEVISION LIGHTPATH, INC., PURSUANT TO WHICH IT INSTALLED AND MAINTAINED A TELECOMMUNICATIONS "HUT" ON THE GRASSLANDS CAMPUS, BY EXTENDING THE TERM OF THE AGREEMENT BY FIVE (5) YEARS, TO A NEW TERMINATION DATE OF DECEMBER 31, 2020, AT NO COST TO THE COUNTY.

BACKGROUND:

- Under contract IT-233, as amended, ("IT-233") Cablevision Lightpath, Inc. ("Lightpath") provides the County of Westchester (the "County") with full voice, video and data transmission services along a high speed telecommunications network (the "Telecommunications Services"). The term of IT-233 commenced on January 1, 2001 and continues through December 31, 2015.
- In order to deliver the Telecommunications Services to facilities located on the Grasslands campus, it was necessary for Lightpath to construct a telecommunications "hut" (the "Hut") on the Grasslands campus. By a resolution approved on May 11, 2000, your Honorable Board authorized the County to enter into a license agreement (IT-781) with Lightpath, pursuant to which Lightpath installed and maintained the Hut, for a term commencing on June 1, 2000 and terminating on March 1, 2005 (the "License Agreement"). The License Agreement was subsequently executed.
- By a resolution approved on April 1, 2005, your Honorable Board authorized the County to amend the License Agreement by extending its term to a new termination date of December 31, 2005, in order to allow Lightpath to continue the installation and maintenance of the Hut through the then-specified end of the term of IT-233 (the "First Amendment"). The First Amendment was subsequently executed.
- By a resolution approved on December 22, 2010, your Honorable Board authorized the County to amend the License Agreement, as amended by the First Amendment, by extending its term to a new termination date of December 31, 2015, in order to allow Lightpath to continue the installation and maintenance of the Hut through the then-proposed extended term of IT-233 (the "Second Amendment"). The Second Amendment was subsequently executed.

- By a separate resolution, the County is now seeking authority from your Honorable Board to enter into an agreement (IT-1376) with Lightpath, pursuant to which it will provide the County with the Telecommunications Services, for a five-year term commencing on January 1, 2016 and continuing through December 31, 2020, with the County having the option to renew the agreement for up to two (2) additional five (5) year terms.
- In order to allow Lightpath to continue the installation and maintenance of the Hut, so that the Telecommunications Services can continue to be provided to the Grasslands campus under the proposed contract IT-1376, the County requests authority from your Honorable Board to amend the License Agreement, as amended by the First Amendment and the Second Amendment, (the "Current License Agreement") by extending its term by five (5) years, to a new termination date of December 31, 2020, in order to allow Lightpath to continue the installation and maintenance of the Hut, at no cost to the County, through the end of the initial term of the proposed contract IT-1376 (the "Third Amendment").
- Except as specifically amended hereby, all terms and conditions of the Current License Agreement shall remain the same and in full force and effect.
- The proposed Third Amendment will serve a public purpose by ensuring that the County can receive the Telecommunications Services at the Grasslands campus under the proposed contract IT-1376.
- The goal and objective of the proposed Third Amendment is to ensure that the County can receive the Telecommunications Services at the Grasslands campus under the proposed contract IT-1376.
- The goal and objective of the proposed Third Amendment is in the best interests of the County in terms of fiscal responsibility, as ensuring that the County can receive the Telecommunications Services at the Grasslands campus under the proposed contract IT-1376 will enable the County to properly receive at the Grasslands campus the Telecommunications Services for which the County would be paying.
- The goal and objective of the proposed Third Amendment will be tracked and monitored by the staff of the Department of Information Technology.
- The proposed Third Amendment is exempt from the requirements of the Westchester County Procurement Policy pursuant to Section 3(b) thereof.

ACTION REQUESTED:

- Authority to amend the Current License Agreement by extending its term by five (5) years, to a new termination date of December 31, 2020, in order to allow Lightpath to continue the installation and maintenance of the Hut, at no cost to the County, with all other terms and conditions to remain the same and in full force and effect.

I respectfully recommend adoption of the proposed resolution.

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 a license agreement (IT-781) with Cablevision Lightpath, Inc. ("Lightpath"), pursuant to which Lightpath installed and maintained a telecommunications "hut" (the "Hut") on the Grasslands campus, in order to deliver full voice, video and data transmission services along a high speed telecommunications network to the Grasslands campus, for a term commencing on June 1, 2000 and continuing through December 31, 2015, (the "Current License Agreement") by extending its term by five (5) years, to a new termination date of December 31, 2020, in order to allow Lightpath to continue the installation and maintenance of the Hut, at no cost to the County; and be it further

RESOLVED, during the extended term of the Current License Agreement, all utility fees associated with the Hut will be paid by Lightpath; and be it further

RESOLVED, that except as specifically amended hereby, all terms and conditions of the Current License Agreement shall remain the same and 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.

Account to be Charged/Credited Agreement IT-781

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
					\$0

Budget Funding Year(s): N/A Start Date: January 1, 2016 End Date: December 31, 2020

Funding Source Tax Dollars: N/A
 State Aid: _____
\$0 Federal Aid: _____
 (must match resolution) Other: _____

APPROVED BOARD OF ACCOUNTS & CONTRACT - 12/19/2014 JAMES SCIARDI, SECRETARY