

72014

DATE: October 9, 2019

TO: Board of Acquisition and Contract

FROM: Marguerite Beirne  
Chief Information Officer

Gary Friedman, Esq.  
Director of Real Estate

RE: AUTHORITY TO FURTHER AMEND A LICENSE AGREEMENT BETWEEN THE COUNTY OF WESTCHESTER (THE "COUNTY"), THROUGH ITS DEPARTMENT OF INFORMATION TECHNOLOGY ("DoIT") AND CROWN COMMUNICATION NEW YORK, INC. ("CROWN COMMUNICATION") WHEREBY CROWN COMMUNICATION GRANTED THE COUNTY A LICENSE TO INSTALL WIRELESS TELECOMMUNICATIONS ANTENNAS ON A TOWER LOCATED ON STATE-OWNED PROPERTY ADJACENT TO THE HUTCHINSON RIVER PARKWAY IN THE CITY OF NEW ROCHELLE, BY (1) EXTENDING THE TERM OF THE AGREEMENT THROUGH DECEMBER 31, 2040, WITH A TEN (10) YEAR RENEWAL OPTION; (2) AUTHORIZING THE COUNTY TO TERMINATE THE AGREEMENT FOR CONVENIENCE; (3) AUTHORIZING THE COUNTY TO CONSTRUCT AND INSTALL USER EQUIPMENT AT THE SITE, INCLUDING A NEW EQUIPMENT SHELTER; (4) AUTHORIZING THE COUNTY TO SUBLICENSE THE EQUIPMENT SHELTER TO THIRD PARTIES; AND (5) MODIFYING THE COUNTY'S INVENTORY OF USER EQUIPMENT. (IT-1575)

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BACKGROUND:

- On June 3, 2002, your Honorable Board approved a resolution which authorized the County to enter into an agreement with Crown Communication (the "Agreement") whereby Crown Communication would grant the County a license to place two (2) wireless telecommunications antennas on a tower located on State-owned property adjacent to the Hutchinson River Parkway in the City of New Rochelle for public safety use for an initial five (5) year term with two (2) automatic five (5) year renewals, at an annual rental of one dollar (\$1.00). The Agreement was subsequently executed.
- On May 10, 2007, the parties entered into a First Amendment to the Agreement in order to modify the County's inventory of antennas and equipment. The First Amendment was subsequently executed.
- On December 13, 2016, the parties entered into a Second Amendment to the Agreement in order to further modify the County's inventory of antennas and equipment. The Second Amendment was subsequently executed.

- The parties now desire to further amend the Agreement in order to (1) extend the term thereof through December 31, 2040, with an option to renew for ten (10) additional years; (2) authorize the County to terminate the Agreement for convenience on six (6) months' notice to Crown Communication; (3) authorize the County to construct and install user equipment at the site, including a new equipment shelter; (4) authorize the County to sublicense the equipment shelter to third parties; and (5) further modify the County's inventory of user equipment.
- The proposed contract amendment is exempt from the County Procurement Policy pursuant to Section 3(b) thereof.
- Except as specifically amended hereby, all remaining terms and conditions set forth in the Agreement shall remain in full force and effect upon the parties.

ACTION REQUESTED:

- Authorization to further amend an Agreement with Crown Communication New York, Inc., having an office and place of business at 2000 Corporate Drive Canonsburg, PA 15317, whereby Crown Communication granted the County a license to place various wireless telecommunications antennas on a tower located on State-owned property adjacent to the Hutchinson River Parkway in the City of New Rochelle for public safety use for an initial five (5) year term with two (2) automatic five (5) year renewals, at an annual rental of one dollar (\$1.00), in order to: (1) extend the term thereof through December 31, 2040, with an option to renew for ten (10) additional years; (2) authorize the County to terminate the Agreement for convenience on six (6) months' notice to Crown Communication; (3) authorize the County to construct and install user equipment at the site, including a new equipment shelter; (4) authorize the County to sublicense the equipment shelter to third parties; and (5) further modify the County's inventory of user equipment.

MB/SF/jpg  
Attachment

## RESOLUTION

Upon a communication from the Chief Information Officer, Department of Information Technology, be it hereby

**RESOLVED**, that the County of Westchester ("County"), acting by and through its Department of Information Technology ("DoIT"), is hereby authorized to further amend an agreement (the "Agreement") with Crown Communication New York, Inc. ("Crown Communication"), having an office and place of business at 2000 Corporate Drive Canonsburg, PA 15317, whereby Crown Communication granted the County a license to place wireless telecommunications antennas on a tower located on State-owned property adjacent to the Hutchinson River Parkway in the City of New Rochelle for public safety use for an initial five (5) year term with two (2) automatic five (5) year renewals, at an annual rental of one dollar (\$1.00), in order to (1) extend the term thereof through December 31, 2040, with an option to renew for ten (10) additional years; (2) authorize the County to terminate the Agreement for convenience on six (6) months' notice to Crown Communication; (3) authorize the County to construct and install user equipment at the site, including a new equipment shelter; (4) authorize the County to sublicense the equipment shelter to third parties; and (5) further modify the County's inventory of user equipment; and be it further

**RESOLVED**, that except as specifically amended hereby, all remaining terms and conditions set forth in the Agreement shall remain in full force and effect upon the parties; and be it further

**RESOLVED**, that this Agreement is subject to County appropriations; and be it further

**RESOLVED**, that this Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice; 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 No. IT-1575

Original Agreement: \$15  
 First Amendment: \$0  
 Second Amendment: \$0  
 Third Amendment: \$24  
 TOTAL: \$39

(IT-1575)

| Year | Fund | Dept | Major Program,<br>Program & Phase<br>Or Unit | Object/ Sub-<br>Object | Trust<br>Account | Dollars |
|------|------|------|--|------------------------|------------------|---------|
| 2017 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2018 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2019 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2020 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2021 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2022 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2023 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2024 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2025 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2026 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2027 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2028 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2029 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2030 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2031 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2032 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2033 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2034 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2035 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2036 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2037 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2038 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2039 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |
| 2040 | 101  | 16   | 2500   | 4070                   |                  | \$1.00  |

Budget Funding Years: 2017-2040 Start Date: 01/01/2017 End Date: 12/31/2040  
 (must match resolution)

Funding Source Tax Dollars: \$24.00  
 State Aid \_\_\_\_\_  
\$24.00 Federal Aid \_\_\_\_\_  
 (must match resolution) Other \_\_\_\_\_