

73924

DATE: January 13, 2020

TO: Honorable Members of the Board of Acquisition and Contract

FROM: Hugh J. Greechan, Jr., P.E.
Commissioner, Department of Public Works and Transportation

RE: Authority to enter into a third amendment to the lease agreement 11-944 with Citigroup Corporate Holdings, Inc. (formerly Citiflight Inc.) for the use of Hangar "E-2" at the Westchester County Airport to permit the County of Westchester to perform certain modifications and improvements to the County's existing radio antennas and related equipment in order to facilitate public safety communication.

On December 10, 2001, the Board of Legislators authorized the County of Westchester ("County") to enter into a lease agreement ("Original Agreement") with Citiflight Inc. d/b/a Citigroup Corporate Aviation (the "Lessee") for the use of Hangar "E-2" at the Westchester County Airport for a five (5) year term, with Lessee having the option to extend for two (2) additional ten (10) year terms. On December 20, 2001, your Honorable Board approved a resolution authorizing the Agreement. The County and Lessee entered into the Original Agreement, dated February 28, 2002, with the initial term of June 1, 2001 through May 31, 2006. The Lessee has exercised both options to extend the Original Agreement, and it is set to expire on May 31, 2026.

On December 15, 2011, your Honorable Board approved a resolution authorizing the County to amend the Agreement in order for the County to install antennas on the roof of Hangar "E-2" to rectify poor radio communication in parts of the Airport, including the Main Terminal Building and to facilitate public safety communication at the Airport (the "First Amendment"). The First Amendment was duly executed on May 25, 2012.

On September 10, 2015, your Honorable Board approved a resolution authorizing the County to further amend the Agreement in order for the County to replace its existing antennas and install new associated antenna cables on the roof of Hangar "E-2" with all other terms and conditions of the Agreement, as amended, remaining unchanged and in full force and effect (the "Second Amendment"). The Second Amendment was duly executed on May October 8, 2015.

The Original Agreement, First Amendment and Second Amendment are referred to herein collectively as the "Agreement".

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On August 5, 2016, the Lessee filed a Certificate of Amendment under Section 1309 of the New York Business Corporation Law with the New York State Department of State, Division of Corporations, State Records and Uniform Commercial Code changing its corporate name from Citiflight, Inc. to Citigroup Corporate Holdings, Inc.

Authorization is now sought from your Honorable Board to further amend the Agreement in order to permit the County to perform certain modifications and improvements to the County's existing radio antennas and related equipment, including the installation of additional antennas, equipment wiring, cabling and other related improvements on the roof and exterior wall of the leased premises (the "Third Amendment").

In addition, authorization is sought to indemnify the Lessee in the Third Amendment as follows:

The County shall indemnify, defend and hold harmless Lessee, its affiliates and their respective employees, officers, directors, agents and representatives from and against any loss, cost or liability arising in connection with the installation, maintenance, use, repair, replacement or removal of any antennas or other equipment in, on or about the Leased Premises, all of which shall be done, if at all, in a good and workmanlike manner and in accordance with all applicable laws.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

The Third Amendment will further the public safety, health and general welfare of the County's residents in that the equipment installation will enhance the communication needs of the Department of Public Safety, the Department of Emergency Services, and local first responders.

I, respectfully, recommend approval of the attached proposed resolution.

HJG/ran
Attachment

RESOLUTION

Upon a communication from the Commissioner of Public Works and Transportation, be it hereby

RESOLVED, that the County of Westchester (the "County") is hereby authorized to amend its lease agreement with Citigroup Corporate Holdings, Inc. (formerly Citiflight Inc.), dated February 28, 2002, (the "Lessee") for the use of Hangar "E-2" at Westchester County Airport, as amended by the First Amendment, dated May 25, 2012 and the Second Amendment, dated October 8, 2015 (collectively, the "Agreement") by entering into a third amendment (the "Third Amendment") to the Agreement in order to allow the County to perform certain modifications and improvements to the County's existing radio antennas and related equipment, including the installation of additional antennas, equipment wiring, cabling and other related improvements on the roof and exterior wall of the leased premises; and be it further

RESOLVED, that the County shall be authorized to indemnify the Lessee in the Third Amendment as follows:

The County shall indemnify, defend and hold harmless Lessee, its affiliates and their respective employees, officers, directors, agents and representatives from and against any loss, cost or liability arising in connection with the installation, maintenance, use, repair, replacement or removal of any antennas or other equipment in, on or about the Leased Premises, all of which shall be done, if at all, in a good and workmanlike manner and in accordance with all applicable laws; and be it further

RESOLVED, that all remaining terms and conditions of the Agreement shall remain unchanged; and be it further

RESOLVED, that the County Executive or his duly authorized designee is authorized to execute any instruments and to take any actions reasonably necessary to implement this Resolution.

Lease Agreement No. 11-944

Account to be Charged/Credited	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
			N/A			N/A

Budget Funding Year(s): N/A Start Date: N/A End Date: N/A
 (must match resolution)

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