

74114

DATE: January 22, 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

Marguerite Beirne
Chief Information Officer

SUBJECT: Authority for the County of Westchester to amend the Lease Agreement with the Town of Bedford, dated March 25, 2016, with respect to a County radio tower site located at 75 Guard Hill Road, Bedford, NY, in order to a.) extend the term of the Lease Agreement, b.) expand the leased premises and c.) perform certain equipment modifications on the leased premises and Town-owned property to improve public safety communications

(Agreement No. DES16030009).

On March 7, 2016, the Board of Legislators (“BOL”) adopted Local Law 2016-1 authorizing the County of Westchester (“County”) to enter into a lease agreement (the “Lease Agreement”) with the Town of Bedford (the “Town”) for a portion of certain property owned by the Town located at 75 Guard Hill Road, Bedford, NY, (the “Guard Hill Site”) for a period of five (5) years, with the County having the option to renew the term of the Lease Agreement for four (4) additional five-year terms. The Lease Agreement was approved by your Honorable Board by a resolution approved on March 10, 2016. The Lease Agreement was subsequently executed on March 25, 2016.

On December 3, 2019, the BOL adopted Local Law Intro No. 12288-2019 authorizing an amendment to the Lease Agreement (the “First Amendment”) for the installation, maintenance and operation of the radio communications antennas and equipment on the Guard Hill Site. The Local Law provides that the First Amendment will, among other things, (i) expand the area that comprises the leased premises (the “Leased Premises”), (ii) increase and modify the antennas and equipment, including tower, shelter and other appurtenant facilities and equipment located on the real property, and (iii) replace the term with a ten (10) year term from March 25, 2016 with the County having the option to extend the term for four (4) additional five (5) year renewal terms.

In addition, pursuant to the proposed First Amendment the County, will, among other things,

- 1) install a new 140’ self-supporting County tower on the Leased Premises;
- 2) build a new County equipment shelter on the Leased Premises;

- 3) relocate the radio equipment of the Town and its subtenants from the existing Town equipment shed located on the Town-owned property to the new County equipment shelter;
- 4) relocate the radio equipment owned by the New York State Department of Transportation ("DOT") from the existing Town equipment shed located on the Town-owned property to the new County equipment shelter;
- 5) relocate the antennas of the Town and its subtenants from the existing State tower located on the Town-owned property to the new County tower;
- 6) relocate the antennas of the DOT from the existing State tower located on the Town-owned property to the new County tower;
- 7) dismantle and turn over to the DOT the DOT tower for removal from the Town-owned property;
- 8) remove and dispose of the existing Town equipment shed;
- 9) replace and dispose of the existing County generator with a larger capacity County generator and install a load bank;
- 9) remove and dispose of the existing County tower from the Town-owned property; and
- 10) install additional, and modify existing, antennas and dish(es), conduits, power service, lines, fiber and appurtenant equipment and landscaping, necessary to effectuate the use of the Leased Premises for public safety radio communications purposes.

Moreover, pursuant to the proposed First Amendment, the Town, as DOT's landlord, is responsible to work with the County and DOT to terminate the DOT's tenancy for the DOT tower. The County is responsible to obtain DOT's consent to dismantle and turn over to the DOT the DOT tower and enter into an agreement with DOT to move all DOT antennas and appurtenant equipment from the existing DOT tower and Town equipment shed to the new County tower and new County equipment shelter.

In connection therewith, the proposed First Amendment provides that, as a condition precedent to the County's performance of the proposed equipment modifications, the parties agree that the following agreements shall be negotiated and executed on or before February 3, 2020 or an additional time period as may be mutually agreed upon by the parties: (i) an agreement with DOT to terminate its tenancy at the Guard Hill Site and dismantle and turn over to the DOT the DOT tower; (ii) a license agreement between the County and DOT to permit the relocation of the DOT's equipment and antennas to the new County tower and new County equipment shelter; (iii) a license agreement between the County and the Town to relocate its equipment and antennas and its tenants' equipment and antennas to the new County tower and the new County equipment shelter; and (iv) the Town's sublicense agreements with its tenants, to have their equipment on the new County tower and in the new County equipment shelter. The parties acknowledge that in the event that the parties are unable to execute the above agreements within the time frame identified above, the First Amendment, upon ten (10) days' notice by either party, shall be null and void and the terms of the Lease Agreement shall control. It should be noted that any agreement where the County is a party shall be subject to the further approval of your Honorable Board.

There will be no rent charged during the term of the First Amendment.

The proposed First Amendment is necessary for the operation of the new County Trunked, F1/F3, Paging and microwave public safety radio communications systems being replaced and installed by the County in connection with the County's Voice Radio Communications Systems Replacement Project. The County relies on these radio communications systems to provide public safety first responders from the police, fire and emergency medical services (EMS) communities and the Bee-Line Bus System with communication services on a 24x7 basis. Although the County's mission-critical radio systems have continued to serve the County and the first responder communities well, most of the technology has reached its end-of-life, and this First Amendment is part of the plan to install the new system.

Pursuant to Section 3(b) the provisions of the Westchester County Procurement Policy are not applicable to a lease agreement.

Your approval of the attached resolution is respectfully requested.

HJG/MB/CMC/RAN
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT 01/30/2020 - LISA M. BLY, SECRETARY

RESOLUTION

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

RESOLVED, that the County of Westchester (the "County") is hereby authorized to amend the lease agreement with the Town of Bedford ("Town"), dated March 25, 2016, (the "Lease Agreement") for the installation, maintenance and operation of the radio communications antennas and equipment on a portion of the property owned by the Town located at 75 Guard Hill Road, Bedford, NY ("Guard Hill Site") in order to a.) extend the term, b.) expand the leased premises and c.) perform certain equipment modifications on the Town-owned property and leased premises to improve public safety communications (the "First Amendment"), and be it further

RESOLVED, the First Amendment will, among other things, (i) expand the area that comprises the leased premises (the "Leased Premises"), (ii) increase and modify the antennas and equipment, including tower, shelter and other appurtenant facilities and equipment located on the real property, and (iii) replace the term with a ten (10) year term from March 25, 2016 with the County having the option to extend the term for four (4) additional five (5) year renewal terms. No rent will be charged to the County during the term of the proposed First Amendment; and be it further

RESOLVED, that pursuant to the terms of the First Amendment, the County will have the right, among other things, to perform the following equipment modifications:

- 1) install a new 140' self-supporting County tower on the Leased Premises;
- 2) build a new County equipment shelter on the Leased Premises;
- 3) relocate the radio equipment of the Town and its subtenants from the existing Town equipment shed located on the Town-owned property to the new County equipment shelter;
- 4) relocate the radio equipment owned by the New York State Department of Transportation ("DOT") from the existing Town equipment shed located on the Town-owned property to the new County equipment shelter;
- 5) relocate the antennas of the Town and its subtenants from the existing State tower located on the Town-owned property to the new County tower;
- 6) relocate the antennas of the DOT from the existing State tower located on the Town-owned property to the new County tower;
- 7) dismantle and turn over to the DOT the DOT tower for removal from the Town-owned property;
- 8) remove and dispose of the existing Town equipment shed;
- 9) replace and dispose of the existing County generator with a larger capacity County generator and install a load bank;
- 10) remove the existing county tower from the Town-owned property; and
- 11) install additional, and modify existing, antennas and dish(es), conduits, power service, lines, fiber and appurtenant equipment and landscaping necessary to effectuate the use of the Leased Premises for public safety radio communications purposes; and be it further

RESOLVED, that pursuant to the terms of the First Amendment, as a condition precedent to the County's performance of the above-referenced proposed equipment modifications, the County and the Town agree that the following agreements shall be negotiated and executed on or before February 3, 2020, or an additional time period as may be mutually agreed upon by the parties: (i) an agreement with DOT to terminate its tenancy at the Guard Hill site and dismantle and turn over to the DOT the DOT's tower; (ii) a license agreement between the County and DOT to permit the relocation of the DOT's equipment and antennas to the new County tower and new County equipment shelter; (iii) a license agreement between the County and the Town to relocate its equipment and antennas and its tenants' equipment and antennas to the new County tower and the new County equipment shelter; and (iv) the Town's sublicense agreements with its tenants to have their equipment relocated to the new County tower and the new County equipment shelter (the "Agreements"); and be it further

RESOLVED, that the County and the Town acknowledge that in the event that the parties are unable to execute the above Agreements within the time frame identified above, the First Amendment, upon ten (10) days' notice by either party, shall be null and void and the terms of the Lease Agreement shall control; and be it further

RESOLVED, that all other material terms and conditions of the Lease 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 any documents and take any actions reasonably necessary and appropriate to effectuate the purposes of this Resolution.

Account to be Charged/Credited

Agreement No. DES16030009

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

Budget Funding Year(s): N/A Start Date: 03/25/16 End Date: 03/24/27

Funding Source	Tax Dollars:	<u> N/A </u>
<u> N/A </u>	State Aid:	<u> </u>
(must match resolution)	Federal Aid:	<u> </u>
	Other:	<u> </u>