

75675

DATE: March 26, 2020

TO: Board of Acquisition and Contract

FROM: Marguerite Beirne,  
Chief Information Officer

Gary Friedman, Esq.  
Director of Real Estate

RE: AUTHORIZATION TO ENTER INTO A LICENSE AGREEMENT (IT-1602) WITH NEW CINGULAR WIRELESS PCS, LLC FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF THE LICENSEE'S RADIO EQUIPMENT AT 1 SAW MILL RIVER PARKWAY, HAWTHORNE, NEW YORK FOR A FIVE YEAR PERIOD COMMENCING NOVEMBER 9, 2017 AND TERMINATING NOVEMBER 8, 2022 FOR AN ANNUAL LICENSE FEE OF \$89,603.03 WITH AN ANNUAL INCREASE OF FIVE PERCENT (5%) UPON EACH ANNIVERSARY DATE

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BACKGROUND:

- New Cingular Wireless PCS, LLC ("New Cingular") has radio equipment currently installed at 1 Saw Mill River Parkway, Hawthorne, New York and is a rent paying tenant of the County.
- This license agreement (the "License") will extend the operation and maintenance of the existing equipment and antennas by New Cingular at the Hawthorne site, and allow for the installation of new equipment.
- The License shall commence retroactive to November 9, 2017 (the Commencement Date") and shall have a term of five (5) years. New Cingular, at its sole option, may renew the License for two (2) additional five (5) year terms, each upon ninety (90) days prior written notice to the County.
- During the term of the License, New Cingular shall pay to the County annual License fees payable in monthly installments equal to one-twelfth (1/12) of the annual fee beginning at the Commencement Date. The first year license fee shall be in the amount of Eighty Nine Thousand Six Hundred Three and 03/100 (\$89,603.03) Dollars. The annual license fee will automatically increase by five percent (5%) each year on the anniversary of the Commencement Date.

- In addition, until such time as New Cingular purchases individually metered electric utility service directly from the local electric utility service company that serves the Site, New Cingular shall reimburse the County any and all charges in connection with New Cingular's electrical consumption within thirty (30) days of receipt of an invoice from the County.
- New Cingular may assign the License because it has changed its corporate name. In such event, New Cingular shall provide the County with a copy of its amended Certificate of Incorporation within thirty (30) days of filing same with the appropriate State entity and this License shall be deemed assigned. All other types of corporate changes, including but not limited to transfers of assets, mergers and acquisitions, shall require the prior approval of this Board before the License can be assigned. For any assignment of the License, New Cingular shall reimburse the County the reasonable and necessary costs of the County which are incurred in accomplishing the assignment, including the costs of the Information Technology department, legal, and financial.
- This agreement is exempt from the Westchester County procurement policy pursuant to section 3(b): "This policy shall not apply to real property leases, licenses and concessions."

ACTION REQUESTED:

- Authorization to enter into a license agreement (IT-1602) with New Cingular Wireless PCS, LLC, for the installation, operation and maintenance of radio equipment at 1 Saw Mill River Parkway, Hawthorne, New York, for a five year period commencing retroactive to November 9, 2017 and terminating November 8, 2022, and New Cingular will have an option to renew the agreement for two (2) additional five year terms on ninety (90) days prior written notice to the County. New Cingular will pay the County an annual License fee of Eighty Nine Thousand Six Hundred Three and 03/100 (\$89,603.03) Dollars for the first year of the license agreement with an increase of five percent (5%) each year on the anniversary of the Commencement Date.

Accordingly, the attached resolution is submitted for your consideration.

MB/PJ/JPG

## RESOLUTION

UPON A COMMUNICATION FROM THE CHIEF INFORMATION OFFICER, DEPARTMENT OF INFORMATION TECHNOLOGY, AND THE DIRECTOR OF REAL ESTATE BE IT HEREBY

RESOLVED, that the County of Westchester ("County") is hereby authorized to enter into a license agreement (IT-1602) with New Cingular Wireless PCS, LLC, ("New Cingular"), for the installation, operation and maintenance of radio equipment at 1 Saw Mill River Parkway, Hawthorne, New York, for a term of five (5) years commencing retroactive to November 9, 2017 (the "Commencement Date"); and be it further

RESOLVED, that New Cingular, at its sole option, may renew the License for two (2) additional five (5) year terms, each upon ninety (90) days prior written notice to the County; and be it further

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RESOLVED, that New Cingular may assign the License because it has changed its corporate name. In such event, New Cingular shall provide the County with a copy of its amended Certificate of Incorporation within thirty (30) days of filing same with the appropriate State entity and this License shall be deemed assigned. All other types of corporate changes, including but not limited to transfers of assets, mergers and acquisitions, shall require the prior approval of this Board before the License can be assigned. For any assignment of the License, New Cingular shall reimburse the County the reasonable and necessary costs of the County which are incurred in accomplishing the assignment, including the costs of the Information Technology department, legal, and financial; 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.

Contract Number IT-1602  
 Account to be Charged/Credited:

Original Agreement: \$ 507,658.34  
 Total \$ 507,658.34

Year	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
2017	101	16	6000	9065		\$14,933.83
2017	101	38	2000	9116		\$354.04
2018	101	16	6000	9065		\$90,349.73
2018	101	38	2000	9116		\$2,438.20
2019	101	16	6000	9065		\$94,867.21
2019	101	38	2000	9116		\$2,438.20
2020	101	16	6000	9065		\$99,610.57
2020	101	38	2000	9116		\$2,438.20
2021	101	16	6000	9065		\$104,591.09
2021	101	38	2000	9116		\$2,438.20
2022	101	16	6000	9065		\$90,760.87
2022	101	38	2000	9116		\$2,438.20

Budget Funding Year(s): 2017-2022  
 (must match resolution)

Start Date: November 9, 2017

End Date: November 8, 2022

Funding Source

\$ 507,658.34  
 (must match resolution)

Tax Dollars: \_\_\_\_\_

State Aid: \_\_\_\_\_

Federal Aid: \_\_\_\_\_

Other: Revenue \$507,658.34

APPROVED BOARD OF ACQUISITION & CONTRACTS 04/23/2020 - US AIRWAY SECRETARY