

78071

DATE: July 21, 2020

TO: Board of Acquisition and Contract

FROM: Norma Drummond
Commissioner, Department of Planning

Marguerite Beirne
Chief Information Officer

RE: Resolution authorizing the County to enter into a license agreement with the Town of Bedford for the County to: (i) perform certain landscaping work consisting of a tree removal plan and a planting plan at the real property owned by and located in the Town of Bedford, known as Guard Hill, (ii) provide maintenance for a period of two (2) years for the new plantings planted pursuant to the planting plan, and (iii) reimburse the Town an amount not to exceed \$8,000.00 for the cost it incurs to clear a hiking trail located on Guard Hill, for a term commencing upon execution of the license agreement and terminating at the end of the two (2) year maintenance period.

Authority is requested for the County of Westchester (the "County"), acting by and through its Department of Planning, to enter into a license agreement with the Town of Bedford (the "Town") for the County to: (i) perform certain landscape work consisting of a tree removal plan and a planting plan at the real property owned by and located in the Town, known as Guard Hill (Section 83.5 Block 2 and Lot 1 (formerly Section Block and Lot 13.-018G-3) on the Official Tax Maps of the Town), (ii) provide maintenance for a period of two (2) years for the new plantings planted pursuant to the planting plan, and (iii) reimburse the Town an amount not to exceed \$8,000.00 for the cost it incurs to clear a hiking trail located on Guard Hill (the "Landscape Agreement").

During the maintenance period, the County will monitor the new plantings and ensure their establishment for a period of two (2) years from the time the new plants are planted (the "Maintenance Period"). If any new plantings die during the Maintenance Period, the County will be responsible to replace the new planting. Such replacement will be treated as a new plant is treated under the Landscape Agreement for the balance of the Maintenance Period. The maintenance plan will not include lawn maintenance or grass turf.

The term of the Landscape Agreement shall commence upon execution of the Landscape Agreement and terminate at the end of the two (2) year Maintenance Period, unless sooner terminated

In addition, the County is seeking authority to indemnify the Town in the proposed Landscape Agreement as follows:

“the County agrees that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the Town, the County shall defend, indemnify and hold harmless the Town, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney’s fees or loss arising directly or indirectly out of the performance or failure to perform the County Work by the County or third parties under the direction or control of the County.”

The Landscape Agreement is part of the Guard Hill project, which is part of the County’s Voice Radio Communication Systems Replacement Project.

By Local Law No. 2019-16, approved on December 3, 2019, the County Board of Legislators authorized the County to amend its current lease agreement with the Town for the Guard Hill site in order to for the County to, inter alia, perform certain equipment modifications on the leased premises to improve public safety communications (the “First Amendment”). By resolution approved on January 30, 2020, your Honorable Board authorized the County to enter into the First Amendment. The County’s equipment modifications under the First Amendment include, among other things, (i) the installation of a new 140’ self-supporting County tower on the Guard Hill Site, (ii) the installation of a new County equipment shelter with a new generator and load bank, (iii) the relocation of the antennas and radio equipment from the existing State tower and existing County tower to the New County Tower and from the existing Town equipment shed to the New County Shelter, and (iv) the demolition of the existing State tower, existing County tower and the Town equipment shed.

The First Amendment also requires the County “perform the landscaping, tree clearing, view shed and field work as discussed with Bedford Historical Society and as mutually agreed to by the Parties” (the “Landscape Requirement”). The Landscape Agreement fulfills the Landscape Requirement in the First Amendment.

The Guard Hill project is critical to the success of the County’s Voice Radio Communication Systems Replacement Project because the radio equipment being installed at Guard Hill is necessary for continued operation and improvement of radio communications systems that are relied upon by the Department of Emergency Services, the Department of Public Safety, and local fire, EMS and police agencies, and for operation of the Bee-Line Bus System.

This Landscape Agreement is exempt from the Westchester County Procurement Policy pursuant to section 3(a)(iii) thereof.

Your approval of the attached resolution is respectfully requested.

ND/RAN

Attachment

RESOLUTION

Upon a communication from the Commissioner of Planning and the Chief Information Officer, be it hereby

RESOLVED, that the County of Westchester (the “County”), is authorized to enter into a license agreement with the Town of Bedford (the “Town”) for the County to: (i) perform certain landscape work consisting of a tree removal plan and a planting plan at the real property owned by and located in the Town, known as Guard Hill (Section 83.5 Block 2 and Lot 1 (formerly Section Block and Lot 13.-018G-3) on the Official Tax Maps of the Town), (ii) provide maintenance for a period of two (2) years for the new plantings planted pursuant to the planting plan and (iii) reimburse the Town an amount not to exceed \$8,000.00 for the cost it incurs to clear a hiking trail located at Guard Hill (the “Landscape Agreement”); and be it further

RESOLVED, during the maintenance period, the County will monitor the new plantings and ensure their establishment for a period of two (2) years from the time the new plants are planted (the “Maintenance Period”). If any new plantings die during the Maintenance Period, the County will be responsible to replace the new planting. Such replacement will be treated as a new plant is treated under the Landscape Agreement for the balance of the Maintenance Period. The maintenance plan will not include lawn maintenance or grass turf; and be it further.

RESOLVED, that the term of the Landscape Agreement shall commence upon execution of the Landscape Agreement and terminate at the end of the two (2) year Maintenance Period, unless sooner terminated (the “Landscape Agreement”); and be it further

RESOLVED, that the County is authorized to indemnify the Town in the Landscape Agreement as follows:

“the County agrees that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the Town, the County shall defend, indemnify and hold harmless the Town, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney’s fees or loss arising directly or indirectly out of the performance or failure to perform the County Work by the County or third parties under the direction or control of the County.”; and be it further

RESOLVED, that the County Executive or his authorized designee is authorized and empowered to execute and deliver all instruments and take all actions necessary or appropriate to effectuate the purposes hereof.

Account to be
Charged/Credited

Year	Fund	Dept	Major Program, Program & Phase Or Unit	Object / Sub-Object	Trust Account or Bond Act	Dollars
2020	316	16	BIT4101S	6190	BA 41-2020	\$8,000

Budget Funding Year(s): 2020 Start Date: Upon Execution of the Agreement End Date: End of the 2 year Maintenance Period
(must match resolution)

Funding Source	Tax Dollars:	<u>100%</u>
	State Aid:	_____
<u>\$8,000</u>	Federal Aid:	_____
(must match resolution)	Other:	_____