

36629

DATE: October 22, 2013

TO: Board of Acquisition and Contract

FROM: John B. McCaffrey,
Chief Information Officer

Mary Mahon,
Senior Assistant to County Executive/Director
of Real Estate

RE: AUTHORIZATION TO ENTER INTO A LICENSE AGREEMENT (IT-1322) 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, 2012 AND TERMINATING NOVEMBER 8, 2017 FOR AN ANNUAL FEE OF \$63,679.20 WITH AN ANNUAL INCREASE OF FIVE PERCENT (5%) UPON EACH ANNIVERSARY DATE

BACKGROUND:

- New Cingular Wireless PCS, LLC ("New Cingular") has radio equipment currently installed at the 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, for another five year period.
- The License shall commence November 9, 2012 (the Commencement Date") and shall have a term of five (5) years. New Cingular, at its sole option, may renew the License for an additional five (5) year term 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 Sixty-Three Thousand Six Hundred Seventy-Nine Dollars and 20/100 (\$63,679.20). The annual license fee will automatically increase by five percent (5%) each year on the anniversary of the Commencement Date.
- In addition, New Cingular shall pay the County a fixed fee of Two Hundred Three Dollars and 04/100 (\$203.04) per month for the cost of electricity consumed by operation of its equipment at the Hawthorne site. In the event the rate that the County pays for electricity increases, the County shall notify New Cingular who shall be responsible to pay the increased amount.
- 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-1322) 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 November 9, 2012 and terminating November 8, 2017, and New Cingular will have an option to renew the agreement for an additional five year term. New Cingular will pay the County an annual fee of \$63,679.20 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.

JBM/MM/TSA

RESOLUTION

UPON A COMMUNICATION FROM THE CHIEF INFORMATION OFFICER, DEPARTMENT OF INFORMATION TECHNOLOGY, AND THE SENIOR ASSISTANT TO COUNTY EXECUTIVE/DIRECTOR OF REAL ESTATE BE IT HEREBY

RESOLVED, that the County of Westchester is hereby authorized to enter into a license agreement (IT-1322) 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 November 9, 2012; and be it further

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

RESOLVED, that 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 Sixty-three Thousand Six Hundred Seventy-Nine Dollars and 20/100 (\$63,679.20). The annual License fee will automatically increase by five percent (5%) each year on the anniversary of the Commencement Date; and be it further

RESOLVED, that New Cingular shall pay the County a fixed fee of Two Hundred Three Dollars and 04/100 (\$203.04) Dollars per month for the cost of electricity consumed by operation of its equipment at the Hawthorne site. In the event the rate that the County pays for electricity increases, the County shall notify New Cingular who shall be responsible to pay the increased amount; and be it further

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-1322

Account to be Charged/Credited:

Original Agreement: **\$ 378,711.56**

Total **\$ 378,711.56**

Year	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
2012	101	16	6000	9065		\$10,613.20
2012	101	46	3300	9107		\$406.08
2013	101	16	6000	9065		\$66,863.16
2013	101	46	3300	9107		\$2,436.48
2014	101	16	6000	9065		\$70,206.36
2014	101	46	3300	9107		\$2,436.48
2015	101	16	6000	9065		\$73,716.72
2015	101	46	3300	9107		\$2,436.48
2016	101	16	6000	9065		\$77,402.52
2016	101	46	3300	9107		\$2,436.48
2017	101	16	6000	9065		\$67,727.20
2017	101	46	3300	9107		\$2,030.40

Budget Funding Year(s): 2012-2017
(must match resolution)

Start Date: November 9, 2012

End Date: November 8, 2017

Funding Source

\$ 378,711.56
(must match resolution)

Tax Dollars: _____

State Aid: _____

Federal Aid: _____

Other: Revenue \$ 378,711.56