



**Department of Emergency Services**

**51455**

**Memorandum**

**DATE:** March 8, 2016

**TO:** Honorable Board of Acquisition and Contract

**FROM:** John M. Cullen, Commissioner  
Emergency Services

Adam Rodriguez, Director  
Real Estate

**RE:** Authority to enter into a Lease Agreement with the Town of Bedford for a period of five (5) years commencing upon execution, with four additional five (5) year options to extend the term on ninety (90) days written notice to the Town, for a portion of real property owned by the Town and located on Guard Hill Road for the purpose of installing, maintaining, and operating radio communications equipment.

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Authority is requested for the County of Westchester (the "County") to enter into a lease agreement with the Town of Bedford (the "Town") pursuant to which the County will lease a portion of real property owned by the Town and located on Guard Hill Road (the "Property"), for the purpose of installing, maintaining, and operating radio communications equipment ("Lease Agreement").

As your Honorable Board is aware, the County operates various radio towers throughout the County to support police, fire, EMS, and Emergency Management, dispatch and coordination services. The County seeks to improve radio coverage in the communities surrounding the Property by leasing the Property from the Town in order to install and maintain County owned radio communications equipment to be operated by both the Westchester County Department of Emergency Services and the Department of Public Safety. The proposed radio tower will support multiple County owned antennas needed to operate this radio communications equipment. The County owned radio tower and equipment will be managed by the County Department of Information Technology. The proposed Lease Agreement will benefit the public as it will improve the reliability of radio systems used by first responders and government officials during both routine and emergency situations. The improvements to be undertaken by the County are funded by a grant from the U.S. Department of Homeland Security through the New York State Division of Homeland Security and Emergency Services.

Pursuant to a license agreement dated the July 16, 2014, the Town provided the County with temporary access to the Property to undertake the design phase of the project, which included the preparation of construction contract documents (drawings and specifications) and construction cost estimates, land survey and test borings in order to facilitate the design of the improvements ("Phase I"). The Phase I work has been completed and the County desires to enter into the proposed Lease Agreement for the

construction, use and maintenance of the work and improvements (“Phase II”). On March 7, 2016, the Westchester County Board of Legislators adopted Local Law Intro No. 8905-2016 authorizing the County to enter into this lease.

The term of the proposed Lease Agreement will commence upon execution thereof by both parties and will continue for a term of five (5) years thereafter. The County will have four additional five (5) year options to extend the term of the Lease Agreement on ninety (90) days written notice to the Town.

The County, at its sole cost and expense, will undertake and complete various improvements to the Property, including, but not limited to: removing and disposing of an existing tower owned by the Town which will be replaced with a new 60-foot guyed lattice radio tower of similar construction; removing and disposing of the outdoor propane fuel tank; removing and disposing of the existing Town generator and replacing it with a new generator; replacing and disposing of the existing automatic transfer switch and manual transfer switch in an equipment shed; and replacing and disposing of, or augmenting the existing electrical transformer and electrical panels (the “Improvements”).

As consideration for completing the Improvements, the County will be permitted to install, maintain, and operate three (3) climate controlled radio equipment cabinets with enclosed equipment; new AC electrical circuits needed to power the climate controlled radio cabinets and enclosed equipment; and seven (7) associated radio antennas. The County shall be responsible for the duration of the Lease Agreement to maintain, repair and replace the Improvements, as such becomes necessary.

The proposed Lease Agreement requires the County to acknowledge that there may be an underground oil tank on the Property, asbestos located in the equipment shed and certain trees on the Property that may need to be removed to install the Improvements. The proposed Lease Agreement provides that in the event it is determined that the location or existence of the underground oil tank, asbestos or trees interferes with the installation of the Improvements, and that the underground oil tank, asbestos or trees need to be removed, the County shall be responsible, at its own cost, for removal and disposal of the underground oil tank, asbestos and trees in compliance with any applicable laws, regulations and ordinances. The County shall also be solely liable for any damages that may arise out of, relate to or are caused by the removal and disposal of the underground oil tank, asbestos or trees and for the clean-up costs relating to any environmental damage caused by a leak or leaks from the oil tank occurring prior to its removal.

In addition to and not in limitation of the insurance requirements contained in the proposed Lease Agreement, the proposed Lease Agreement further requires the County to, except for the amount, if any, of damage attributable to, caused by or resulting from the negligence of the Town, indemnify and hold harmless the Town, its officers, employees and agents from and against any and all liability, claims, demands, costs, judgment, fees and reasonable attorney’s fees or loss arising directly or indirectly out of acts or omissions of the County, its employees, agents, contractors, and subcontractors.

This lease is exempt from the Westchester County Procurement Policy pursuant to section 3(b) thereof.

Your approval of the attached resolution is respectfully requested.

JMC/AR/TSA  
Attachment

## RESOLUTION

Upon a communication from the Commissioner of Emergency Services and the Director of Real Estate, be it hereby

**RESOLVED**, that the County of Westchester (the "County") is authorized to enter into a lease agreement with the Town of Bedford (the "Town") pursuant to which the County will lease a portion of real property owned by the Town and located on Guard Hill Road (the "Property"), for the purpose of installing, maintaining, and operating radio communications equipment commencing upon execution and continuing for a term of five (5) years thereafter. The County will have four additional five (5) year options to extend the term of the Lease Agreement on ninety (90) days written notice to the Town; and be it further

**RESOLVED**, that the County, at its sole cost and expense, will undertake and complete various improvements to the Property, including, but not limited to: removing and disposing of an existing tower owned by the Town which will be replaced with a new 60-foot guyed lattice radio tower of similar construction; removing and disposing of the outdoor propane fuel tank; removing and disposing of the existing Town generator and replacing it with a new generator; replacing and disposing of the existing automatic transfer switch and manual transfer switch in an equipment shed; and replacing and disposing of, or augmenting the existing electrical transformer and electrical panels (the "Improvements"); and be it further

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

Budget Funding Year(s) 2016-2020 Start Date upon execution End Date: 5 years

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

APPROVED BOARD OF ACQUISITION & CONTRACT - 03/19/2016 - LISA MARIJAJ, SECRETARY