

80080

DATE: October 9, 2020

TO: Board of Acquisition and Contract

FROM: Thomas A. Gleason
Acting Commissioner - Sheriff

Marguerite Beirne
Chief Information Officer

Re: Resolution authorizing the County of Westchester to enter into a license agreement with the Village of Mount Kisco for a period of one (1) year commencing upon execution of the agreement for the County to license a portion of real property owned by the Village and located at Mountain Avenue for the purpose of installing equipment, including radio transmission lines and supporting hardware, to connect the County radio equipment currently located and operating on the Property to the Village antenna and Village transmission line and supporting hardware located on the Property, in order provide backup radio coverage and multi-agency interoperability in the Village for the County police servicing the Village.

Authority is requested for the County of Westchester (the "County") to enter into a license agreement (the "License Agreement") with the Village of Mount Kisco (the "Village") pursuant to which the County, its officers, employees, agent and contractors, will be granted permission to enter upon, use and occupy a portion of real property owned by the Village and located at Mountain Avenue (the "Property"), for the purpose of installing equipment, including radio transmission lines and supporting hardware, to connect the County radio equipment currently located and operating on the Property to the Village antenna and Village transmission line and supporting hardware located on the Property (the "Improvement"), in order provide backup radio coverage and multi-agency interoperability in the Village for the County police servicing the Village.

The County will be responsible at its sole risk, cost and expense for the installation, maintenance, repair and operation of the Improvement.

As consideration for the grant of the license, the County will agree to pay the Village the sum of one (\$1.00) Dollars, receipt of which will be acknowledged.

Pursuant to the terms of the License Agreement, the County will disconnect the Village antenna and Village transmission line from the Village radio equipment and connect the County radio equipment to the Village antenna and Village transmission line. The Village will acknowledge and agree that while the County operates the Improvement, the Village will not be able to use the Village antenna or Village transmission line for any purpose.

The Village antenna and Village transmission line are currently connected to Village radio equipment but are not currently in active use as it was used for road patrols of the former Village Police Department.

The term of the proposed License Agreement will be one (1) year from the date the proposed License Agreement is fully executed, and the parties may extend the term of the proposed License Agreement for an additional one (1) year period subject to obtaining all necessary legal approvals, and neither party shall unreasonably withhold a request from the other party to extend the term for an additional one (1) year period.

In addition to and not in limitation of the insurance requirements contained in the proposed License Agreement, the proposed License Agreement will require each party to indemnify, defend and hold harmless the non-indemnifying party.

The County currently operates its County radio equipment and related equipment at the Property pursuant to a lease agreement, dated July 13, 2017, (the "Lease") entered into between the parties authorized by the County Board of Legislators on May 22, 2017 by Local Law No. 2017-5 and by your Honorable Board by a resolution approved on June 29, 2017, in order to make public safety radio communication in the Village and the surrounding area more seamless and for the County to provide police services for the Village pursuant to the police services agreement entered into between the County and the Village, on or about June 16, 2015. The term of the Lease is five (5) years with the County having the option to extend the term for three additional five (5) year option periods. During the term of the proposed License Agreement, the parties will seek the necessary approvals to amend the Lease in order to include the Improvement in the Lease and the County's use of the Village antenna and Village transmission line at which time the License Agreement shall terminate.

The proposed License 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.

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

Your approval of the attached resolution is respectfully requested.

TAG/MB/RAN
Attachment

RESOLUTION

Upon a communication from the Acting Commissioner- Sheriff of the Department of Public Safety 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 Village of Mount Kisco (the "Village"), pursuant to which the County, its officers, employees, agent and contractors, will be granted permission to enter upon, use and occupy a portion of real property owned by the Village and located at Mountain Avenue (the "Property"), for the purpose of installing equipment, including radio transmission lines and supporting hardware, in order to connect the County radio equipment located and operating on the Property to the Village antenna and Village transmission line and supporting hardware located on the Property (the "Improvement"), in order to provide backup radio coverage and multi-agency interoperability in the Village for the County police servicing the Village (the "License Agreement"); and be it further

RESOLVED, that, in the proposed License Agreement, the County will be responsible at its sole risk, cost and expense for the installation, maintenance, repair and operation of the Improvement; and be it further

RESOLVED, that, as consideration for the grant of the license, the County will agree to pay the Village the sum of one (\$1.00) Dollars, receipt of which will be acknowledged, and be it further

RESOLVED, that the term of the proposed License Agreement shall be one (1) year from the date the proposed License Agreement is fully executed, unless sooner terminated as provided for in the License Agreement, and the parties may extend the term of the proposed License Agreement for an additional one (1) year period subject to obtaining all necessary legal approvals, and neither party shall unreasonably withhold a request from the other party to extend the term for an additional one (1) year period; and be it further.

RESOLVED, that, in the proposed License Agreement, the Village will acknowledge and agree that while the County operates the Improvement, the Village will not be able to use the Village antenna or Village transmission line for any purpose; and be it further

RESOLVED, that, in addition to and not in limitation of the insurance requirements contained in the proposed License Agreement, the proposed License Agreement will further require each party to indemnify, defend and hold harmless the non-indemnifying party; 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

	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Dollars
2020/2021	101	38	2000	4380	\$1.00

Budget Funding Year(s) 2020/2021 Start Date upon execution End Date 1 year

(must match resolution)

Funding Source Tax Dollars \$1.00

State Aid _____

\$ 1.00 Federal Aid _____

Other _____
(must match resolution)