

82152

DATE: January 19, 2021

TO: Board of Acquisition and Contract

FROM: Hugh J. Greechan, Jr., P.E.  
Commissioner of Public Works and Transportation

Marguerite Beirne  
Chief Information Officer

SUBJECT: Resolution authorizing the County of Westchester to enter into a license agreement with the Town of Bedford in order to use a portion of the Town of Bedford Department of Public Work's Crusher Road lot in Bedford, New York, for the storage and staging of equipment, supplies, vehicles and other property in conjunction with the Guard Hill radio site project as part of the County's Public Safety Voice Radio Communications Systems Replacement Project (Agreement No. 21-901).

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Authority is requested for the County of Westchester (the "County") to enter into a non-exclusive license agreement (the "License Agreement") with the Town of Bedford (the "Town") to allow the County to use a portion of property located within the Town Department of Public Work's Crusher Road Lot, located off Crusher Road, in Bedford New York ("Licensed Premises") for storage and staging of equipment, supplies, vehicles and other property in conjunction with the removal of certain existing telecommunications and radio towers and shed and the replacement of these existing towers and shed with a new telecommunications radio tower and shelter on property known as the Guard Hill Site (the "Guard Hill Project").

The term of the proposed License Agreement will be two (2) years commencing upon execution, with the parties having the right to renew the License Agreement for a further one (1) year term upon a written agreement of the parties.

There is no charge to the County for the license. However, the County is requesting authority to indemnify the Town as follows:

To the fullest extent permitted by law, Licensee agrees to indemnify, hold harmless and defend the Town and its elected officials, officers, attorneys, agents, assigns and employees ("Indemnified Party") from and against any and all losses, claims, liabilities, costs and expenses, including reasonable attorneys' fees, if any, which the Town may suffer or incur in connection with Licensee's possession, use or misuse of the Licensed Premises, unless such loss, claim, liability, cost or expense is attributable to the Indemnified Party's negligent acts or omissions or willful misconduct. Without limiting the foregoing, Licensee assumes liability for all claims, liability (including, without

limitation, environmental liability) and/or damage arising out of the actions, omissions or negligence of Licensee or its employees, representatives, agents or subordinates resulting from Licensee's possession, use and/or operations at the Licensed Premises or the failure of Licensee or its employees, representatives, contractors, sub-contractors, invitees, agents or subordinates to observe or abide by any of the terms of this Agreement or applicable laws (including environmental laws).

The County's access to the Licensed Premises will be Monday through Friday between the hours of 7:00 a.m. through 3:30 p.m. If the County requires access at any time other than the days or hours set forth in the previous sentence, the County must pay any overtime costs incurred by the Town to facilitate such access.

The Guard Hill Site is needed for the County's Public Safety Voice Radio Communications Systems Replacement Project and the installation of the County's public safety radio communication antennas, equipment and equipment shelter. The Guard Hill Project has previously been approved by your Honorable Board by resolutions adopted on January 30, 2020 and December 10, 2020.

This License Agreement will benefit the public as it will allow for storage and construction staging of equipment necessary for this valuable project, which will insure the uninterrupted and secure transmission of information for first responders and the Westchester County Departments of Emergency Services and Public Safety.

The License Agreement is exempt from the County of Westchester Procurement Policy pursuant to Section 3(b), which states that the policy shall not apply to real property, leases, licenses and concessions.

I recommend the approval of the attached proposed Resolution.

HG/MB/RAN  
Attachment

## RESOLUTION

UPON A COMMUNICATION FROM THE COMMISSIONER OF THE DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION AND THE CHIEF INFORMATION OFFICER, BE IT HEREBY,

**RESOLVED**, that the County of Westchester (the "County") is hereby authorized to enter into a license agreement ("License Agreement") with the Town of Bedford (the "Town") to allow the County to use a portion of the property located within the Town Department of Public Work's Crusher Road Lot, located off Crusher Road in Bedford, New York ("Licensed Premises") for the storage and staging of equipment, supplies, vehicles and other property in conjunction with the removal of certain existing telecommunications and radio towers and shed and the replacement of these existing towers and shed with a new telecommunications and radio tower and shelter on property known as the Guard Hill Site, which is needed as part of the County's Public Safety Voice Radio Communications Systems Replacement Project, for a term of two (2) years commencing upon execution with the parties having the right to renew for an additional one (1) year term upon written agreement of the parties; and, be it further

**RESOLVED**, there is no charge to the County for the license; and be it further

**RESOLVED**, that the County is authorized to indemnify the Town as follows:

To the fullest extent permitted by law, Licensee agrees to indemnify, hold harmless and defend the Town and its elected officials, officers, attorneys, agents, assigns and employees ("Indemnified Party") from and against any and all losses, claims, liabilities, costs and expenses, including reasonable attorneys' fees, if any, which the Town may suffer or incur in connection with Licensee's possession, use or misuse of the Licensed Premises, unless such loss, claim, liability, cost or expense is attributable to the Indemnified Party's negligent acts or omissions or willful misconduct. Without limiting the foregoing, Licensee assumes liability for all claims, liability (including, without limitation, environmental liability) and/or damage arising out of the actions, omissions or negligence of Licensee or its employees, representatives, agents or subordinates resulting from Licensee's possession, use and/or operations at the Licensed Premises or the failure of Licensee or its employees, representatives, contractors, sub-contractors, invitees, agents or subordinates to observe or abide by any of the terms of this Agreement or applicable laws (including environmental laws); and, be it further

**RESOLVED**, that the County's access to the Licensed Premises will be Monday through Friday between the hours of 7:00 a.m. through 3:30 p.m., and, if the County requires access at any other date or time, the County must pay any overtime costs incurred by the Town to facilitate such access; and be it further

**RESOLVED**, that the County Executive or his authorized designee be and hereby is authorized to execute any and all documents necessary and appropriate to effectuate the purposes hereof.

Account to be Charged/Credited

Agreement No. 21-901

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

Budget Funding Year(s)  
(Must Match Resolution)

Start Date

Upon Execution

End Date

2 Years After Execution

Funding Source

Tax Dollars

N/A

\$ 0.00  
(must match resolution)

State Aid

Federal Aid

Other

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/21/2021 - JOAN BOCCIARDI, SECRETARY