

82687

DATE: February 16, 2021

TO: Board of Acquisition and Contract

FROM: Marguerite Beirne
Chief Information Officer

SUBJECT: Resolution authorizing the County of Westchester to enter into a license agreement with Rochambeau Farm LLC and the Town of Bedford in order to use a portion of the real property owned by Rochambeau Farm LLC located at 133-157 Guard Hill Road, Bedford, New York to construct a construction entrance on and outside of the area covered by a separate access easement with the Town to the Guard Hill radio project site to enable vehicles, equipment, and materials to access the Guard Hill site for the County's Public Safety Voice Radio Communications Systems Replacement Project (Agreement No. IT-1680).

Authority is requested for the County of Westchester (the "County") to enter into a non-exclusive license agreement (the "License Agreement") with Rochambeau Farm LLC and the Town of Bedford (the "Town") in order to use a portion of the real property owned by Rochambeau Farm LLC located at 133-157 Guard Hill Road, Bedford, New York (the "Licensed Area") to construct a construction entrance on and outside of the area covered by a separate access easement with the Town to the Guard Hill radio project site. This license will enable vehicles, equipment and materials to access the Guard Hill site for the County's Public Safety Voice Radio Communications Systems Replacement Project (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 Rochambeau Farm LLC and the Town as follows:

To the fullest extent permitted by law, the County agrees to indemnify, hold harmless and defend the Licensor and its officers, agents, assigns and employees and the Town and its elected officials, officers, agents, assigns and employees (the "Indemnified Party") from and against any and all losses, claims, liabilities, costs and expenses, including reasonable attorneys' fees, if any, which the Indemnified Party may suffer or incur in connection with the County's use or misuse of the Licensed Areas or Easement for the County Project, 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, the County assumes liability for all claims, liability and/or damage arising out of the actions, omissions or negligence of the County or its employees, representatives, agents, contractors or

subcontractors resulting from the County's use of the Licensed Areas or Easement for the County Project or the failure of County or its employees, representatives, contractors, subcontractors, agents or subordinates to observe or abide by any of the terms of this Agreement.

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.

This License Agreement will benefit the public as it will allow for access of vehicles, equipment and materials to the Guard Hill Site to construct the project.

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.

MB/RAN
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 02/18/2021 - LISA MARIJAL SECRETARY

RESOLUTION

UPON A COMMUNICATION FROM THE CHIEF INFORMATION OFFICER, BE IT HEREBY,

RESOLVED, that the County of Westchester (the “County”) is hereby authorized to enter into a license agreement (the “License Agreement”) with the Rochambeau Farm LLC and the Town of Bedford (the “Town”) to allow the County to use a portion of the real property located at 133-157 Guard Hill Road, Bedford, New York (the “Licensed Area”) to construct a construction entrance on and outside of the area covered by a separate access easement with the Town to the Guard Hill radio project site to enable vehicles, equipment and materials to access the Guard Hill site for the County’s Public Safety Voice Radio Communications Systems Replacement Project; 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 Rochambeau Farm LLC and the Town as follows:

To the fullest extent permitted by law, the County agrees to indemnify, hold harmless and defend the Licensor and its officers, agents, assigns and employees and the Town and its elected officials, officers, agents, assigns and employees (the “Indemnified Party”) from and against any and all losses, claims, liabilities, costs and expenses, including reasonable attorneys’ fees, if any, which the Indemnified Party may suffer or incur in connection with the County’s use or misuse of the Licensed Areas or Easement for the County Project, 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, the County assumes liability for all claims, liability and/or damage arising out of the actions, omissions or negligence of the County or its employees, representatives, agents, contractors or subcontractors resulting from the County’s use of the Licensed Areas or Easement for the County Project or the failure of County or its employees, representatives, contractors, subcontractors, agents or subordinates to observe or abide by any of the terms of this Agreement; 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. IT-1680

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
N/A	N/A	N/A	N/A	N/A	\$0.00

Budget Funding Year(s)
(Must Match Resolution)

Start Date

Upon Execution

End Date

2 Years After Execution

Funding Source

Tax Dollars _____

\$ 0.00
(must match resolution)

State Aid _____

Federal Aid _____

Other _____