

#85362

DATE: May 27, 2021

TO: Honorable Members of the Board of Acquisition and Contract

FROM: Marguerite Beirne
Chief Information Officer

RE: Authorization for the County of Westchester to enter into a license agreement with the New York State Department of Transportation concerning the parcel of land owned by the Town of Bedford, identified as Section 83.5, Block 2 and Lot 1 (the "Guard Hill Site"), for the County to (i) permanently relocate certain public safety radio communication equipment from the existing NYSDOT tower to the new County tower, and from the Town equipment shed into the new County shelter; (ii) initially install or relocate certain NYSDOT radio communication equipment on to the new County tower and in the new County shelter; (iii) grant the NYSDOT a license to operate its radio communication equipment on the new County tower and in the new County shelter; and (iv) dismantle the existing NYSDOT tower and any remaining equipment thereon and make it available to the NYSDOT for pick up (Agreement No. IT-1608).

Authorization is being requested from your Honorable Board for the County of Westchester (the "County"), acting by and through its Department of Information and Technology ("DoIT"), to enter into a license agreement ("License Agreement") with the New York State Department of Transportation ("NYSDOT") concerning the parcel of land owned by the Town of Bedford (the "Town") identified as Section 83.5, Block 2 and Lot 1 (the "Guard Hill Site") and leased to the County through a lease agreement between the Town and the County, dated March 26, 2016 (the "Lease Agreement"), as amended by the first amendment to the Lease Agreement, dated August 14, 2020 (the "First Amendment"), for the County to (i) permanently relocate certain the public safety radio communication equipment from the existing NYSDOT tower at the Guard Hill Site to the New County Tower (defined below), and from the Town equipment shed to the New County Shelter (defined below), (ii) initially install or relocate certain NYSDOT radio communication equipment on to the New County Tower and in the New County Shelter ("Relocated Equipment"), (iii) grant the NYSDOT a license to operate its radio communication equipment on the New County Tower and in the New County Shelter, and (iv) dismantle the existing NYSDOT tower and any remaining equipment thereon and make it available to the NYSDOT for pick up.

The First Amendment for the Guard Hill Site authorizes the County to, among other things, install a new 140' self-supporting County tower on the Guard Hill Site (the "New County Tower"); construct a new County equipment shelter with a new generator and load bank (the "New County Shelter"); relocate the antennas and radio equipment from the existing State tower and existing County tower to the New County Tower and from the existing Town equipment shed to the New County Shelter; and remove the existing County tower and exiting Town equipment shed. It also requires that the County and NYSDOT enter into a license agreement for the removal of the NYSDOT tower from the Guard Hill Site and for the NYSDOT to become a licensee on the New County Tower and New County Shelter.

The term of the proposed License Agreement commences upon execution and continues for as long as the Lease Agreement between the County and the Town, as amended by the First Amendment, remains in full force and effect, unless sooner terminated as provided for in the License Agreement. The Lease Agreement, as amended by the First Amendment, commenced on March 25, 2016 and continues for a term of ten (10) years with the County having the right to extend the term for four (4) additional five (5) year renewal terms, which extensions shall occur automatically, unless the County provides written notice to the Town of its intention to terminate at least ninety (90) days prior to the end of the then current term or unless sooner terminated as provided for therein.

The licensee fee in the proposed License Agreement is \$0.00 as the License Agreement is for public safety radio communication equipment.

The County will be responsible for the cost of all electricity required for the operation of the NYSDOT's Relocated Equipment at the Guard Hill Site.

The County is also seeking authorization to indemnify the NYSDOT as follows:

The County shall indemnify and hold harmless the State for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County arising out of its performance under this Agreement.

This proposed License Agreement is exempt from the County Procurement Policy and Procedures pursuant to Section 3(b) thereof.

Accordingly, approval of the attached resolution by your Honorable Board is most respectfully requested.

MB/RAN

RESOLUTION

Upon a communication from the Chief Information Officer, be it hereby

RESOLVED, that the County of Westchester (the “County”), acting by and through its Department of Information and Technology (“DoIT”), is authorized to enter into a license agreement (the “License Agreement”) with the New York State Department of Transportation (the “NYSDOT”) concerning the parcel of land owned by the Town of Bedford (the “Town”) identified as Section 83.5, Block 2 and Lot 1 (the “Guard Hill Site”) and leased to the County through a lease agreement between the Town and the County, dated March 26, 2016 (the “Lease Agreement”), as amended by the first amendment to the Lease Agreement, dated August 14, 2020 (the “First Amendment”), for the County to relocate certain public safety radio communication equipment from the existing State tower to the new County tower and from the existing Town equipment shed to the new County shelter, initially install or relocate certain NYSDOT radio communication equipment (“Relocated Equipment) on to the new County Tower and in the new County shelter, grant a license to the NYSDOT to operate its radio communication equipment on the new County tower and in the new County shelter, and dismantle the existing State tower and any remaining equipment thereon and make it available to the NYSDOT for pickup, and be it further

RESOLVED, that the term of the License Agreement shall commence upon execution and continue for as long as the Lease Agreement between the County and the Town of Bedford for the Guard Hill Site, dated March 25, 2016, as amended by the First Amendment to the Lease Agreement, dated August, 14, 2020, remains in full force and effect, unless sooner terminated as provided for in the License Agreement; and be it further

RESOLVED, that there will be no license fee charged the NYSDOT as its radio equipment is for public safety purposes; and be it further

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

The County shall indemnify and hold harmless the State for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County arising out of its performance under this Agreement; 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.

Agreement Number: IT-1608

Account to be Charged/ Credited							
	Year	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account or Bond Act	Dollars
							\$0

Budget Funding Year(s): N/A Start Date: Upon Execution End Date: March 24, 2027
(must match resolution)

Funding Source Tax Dollars: \$0
 State Aid: _____
 \$0 Federal Aid: _____
 (must match resolution) Other: _____