

86575

Date: July 27, 2021

To: Honorable Members of the Board of Acquisition and Contract

From: Marguerite Beirne, Chief Information Officer
Department of Information Technology

Re: Authority for the County of Westchester to amend its agreement with Motorola Solutions, Inc., dated December 27, 2018, for the replacement, expansion and evolution of the County's public safety Voice Radio Communications Systems (IT-1559) to (i) amend the Work for Stages 1 and 2 as set forth in Change Order Nos. 24 to 27; (ii) decrease the not to exceed amount for Stages 1 and 2 to \$45,468,827.65; (iii) decrease the not to exceed amount for the PWS Right for Stages 1 and 2 to \$20,320,532.00; (iv) remove the Sun Valley Site and Montrose VA Site from Stages 1 and 2 and from the coverage maps and drive test for Stages 1 and 2; (v) grant to the County the right, in its sole discretion, to exercise the Montrose VA Option to have Motorola perform the Work for the Montrose VA Site upon the same pricing, terms, conditions and scope of Work set forth in the Agreement IT-1559 for Stages 1 and 2; (vi) grant to the County the right, in its sole discretion, to exercise the Sun Valley Option to have Motorola perform the Work for the Sun Valley Site upon the same pricing, terms, conditions and scope of Work set forth in the Agreement IT-1559 for Stages 1 and 2 and (vii) grant to the County the right, in its sole discretion, to exercise the PWS Option to add either the Montrose VA Site or the Sun Valley Site or both Sites back into the PWS Right for Stages 1 and 2 upon the same pricing, terms, conditions and scope of Work set forth in the Agreement IT-1559 for Stages 1 and 2.

On December 20, 2018, your Honorable Board approved a resolution authorizing the County of Westchester (the "County"), acting by and through its Department of Information Technology (the "Department"), to enter into an agreement with Motorola Solutions, Inc. ("Motorola") for the replacement, expansion and evolution of the County's first responder and transit (Bee Line Bus) Voice Radio Communications Systems (IT-1559) (the "Initial Agreement"). On December 27, 2018, the County and Motorola executed the Initial Agreement for the not to exceed amount of \$43,206,251.00 for Stages 1 and 2.

Pursuant to a Resolution approved on October 13, 2019, your Honorable Board authorized the County to enter into a first amendment to the Initial Agreement to authorize Motorola to commence work at three (3) Additional SEQRA Site locations known as Dunwoodie, Mountain Lakes and Mohansic (the "First Amendment"). On November 21, 2019, the County and Motorola executed the First Amendment.

Pursuant to a Resolution approved on October 13, 2019, your Honorable Board authorized the County to enter into a second amendment to the Initial Agreement for the approval of Change Order Nos. 1-8 to the Work for Stages 1 and 2 in the amount not to exceed \$608,890.90 bringing the new total not to exceed amount for Stages 1 and 2 to \$43,815,141.90 (the "Second Amendment"). On November 21, 2019, the County and Motorola executed the Second Amendment.

Pursuant to a Resolution approved on January 23, 2020, your Honorable Board authorized the County to enter into a third amendment to the Initial Agreement to commence Work at the Additional SEQRA Site location known as the Wilmot Road site (the "Third Amendment"). On February 23, 2020, the County and Motorola executed the Third Amendment.

On January 23, 2020, the parties executed Change Order No. 9 to clarify the price of the subscriber warranty, which, pursuant to Section 2 (f) of the Primary Agreement, did not require a formal Amendment to the Initial Agreement, as amended, because it did not: (1) result in an increase to the total amount payable under the Initial Agreement, (2) extend the duration of the Initial Agreement, or (3) substantially change the Work performed under the Initial Agreement.

Pursuant to a Resolution approved on April 23, 2020, your Honorable Board authorized the County to enter into a fourth amendment to the Initial Agreement to approve Change Order Nos. 10-13 to the Work for Stages 1 and 2 in the amount not to exceed of \$189,183.21 bringing the new total not to exceed amount for Stages 1 and 2 to \$44,004,325.11 (the "Fourth Amendment"). On May 6, 2020, the County and Motorola executed the Fourth Amendment.

Pursuant to a Resolution approved on April 30, 2020, your Honorable Board authorized the County to enter into a fifth amendment to the Initial Agreement to amend the payment milestone in Item 10 of Schedule "C" of the Agreement for certain fixed network equipment ("FNE") for the Sun Valley site and the Montrose VA site (the "Fifth Amendment"). On May 20, 2020, the County and Motorola executed the Fifth Amendment.

Pursuant to a Resolution approved on June 12, 2020, your Honorable Board authorized the County to enter into a sixth amendment to the Initial Agreement to authorize the commencement of Work at the Additional SEQRA Site location known as the Hardscrabble Road site (the "Sixth Amendment"). On June 17, 2020, the County and Motorola executed the Sixth Amendment.

Pursuant to a Resolution approved on December 10, 2020, your Honorable Board authorized the County to amend the Initial Agreement to: (1) approve Change Order Nos. 14-16; (2) authorize the commencement of Work at the Additional SEQRA Site location known as the Guard Hill, (3) increase the not to exceed amount for Stages 1 and 2 by \$1,582,673.00 for a new total not to exceed for Stages 1 and 2 of \$45,586,998.11, and (4) approve Northeastern Communications, Inc. as a subcontractor to perform Subscriber installation (the "Seventh Amendment"). On December 15, 2020, the County and Motorola executed the Seventh Amendment.

Pursuant to a Resolution approved on July 2, 2020, your Honorable Board authorized the County to amend the Initial Agreement to authorize the commencement of Work at the Additional SEQRA Site Location known as the WHUD site (the "Eighth Amendment"). On December 31, 2020, the County and Motorola executed the Eighth Amendment.

Pursuant to a Resolution approved on April 8, 2021, your Honorable Board authorized the County to enter into a ninth amendment to the Initial Agreement to approve Change Order Nos. 17-23 to the Work for Stages 1 and 2 in the amount not to exceed \$1,009,840.92 bringing the new total not to exceed amount for Stages 1 and 2 to \$46,596,839.03 (the "Ninth Amendment"). On April 22, 2021, the County and Motorola executed the Ninth Amendment.

The Initial Agreement, First Amendment, Second Amendment, Change Order No. 9, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment and Ninth Amendment are referred to collectively as the "Agreement."

The Sun Valley Site and Montrose VA Site are referred to collectively as the "Sites" and individually as a "Site."

Authorization is now being requested to amend the Agreement in order to: (i) amend the Work for Stages 1 and 2 as set forth in Change Order Nos. 24 to 27; (ii) decrease the not to exceed amount for Stages 1 and 2 by \$1,128,011.38, bringing the new total not to exceed amount for Stages 1 and 2 to \$45,468,827.65, (iii) decrease the not to exceed amount for the Post Warranty Maintenance Services and Lifecycle Support Services ("PWS") Right for Stages 1 and 2 by \$784,640.02, bringing the new total not to exceed amount for the PWS Right for Stages 1 and 2 to \$20,320,532.00, (iv) replace the budget and payment schedule attached to the Initial Agreement as Schedule "C" with a new Schedule "C," which is consistent with the changes reflected in the Change Order Nos. 24 to 27 approved herein, (v) grant to the County the right to exercise the Montrose VA Option (defined below) to require Motorola perform the Work to complete the Montrose VA Site as described below, (vi) grant to the County the right to exercise the Sun Valley VA Option (defined below) to require Motorola perform the Work to complete the Sun Valley Site as described below, (vii) grant to the County the right to exercise the PWS Option (defined below) to add either or both Sites back into the PWS Right for Stages 1 and 2 as described below, and (viii) grant to the County the right to have Motorola perform design Work for each Site or other Work related to the County continuing to investigate and seek municipal approvals and real property rights for each Site as described below.

Authorization is further requested to execute Change Order Nos. 24 to 27. The four (4) Change Orders are the following:

#	Description for Change Order and change in Work under the Agreement	Change Order Amount
24	Mohansic - Grounding Credit; Winged Foot - Cable Management	\$30,284.00
25	WHUD - Shelter Changes, Antenna Licensing and Relocation	\$39,500.00
26	Guard Hill - Trees and Debris Disposal	\$21,500.00
27	Sun Valley and Montrose VA – Removal of the Sites from the coverage maps and drive test and Stages 1 and 2.	(\$1,219,295.38)
	Total change in Contract Price for Change Orders 24-27	(\$1,128,011.38)

The County was unable to secure the municipal approvals and real property rights for the Sites in order to construct the Sites prior to the performance of the Trunk drive test for Stages 1 and 2 scheduled to begin in August of 2021. Therefore, the Sites need to be removed from Stages 1 and 2 and from the coverage maps and drive test for Stages 1 and 2.

In order to preserve the County’s rights with regard to the Montrose VA Site, the proposed amendment grants to the County the right to exercise an option within the period of five (5) years from the execution of the amendment (the “Option Period”) to require Motorola to perform all of the Work to complete the Montrose VA Site for the Montrose VA Option Price (defined below) upon the same pricing, terms, conditions and scope of Work in the Agreement (the “Montrose VA Option”). The exercise of the Montrose VA Option shall be subject to receiving approval for your Honorable Board.

In order to preserve the County’s rights with regard to the Sun Valley Site, the proposed amendment grants to the County the right to exercise an option within the Option Period to require Motorola to perform all of the Work to complete the Sun Valley Site for the Sun Valley Option Price (defined below) upon the same pricing, terms, conditions and scope of Work in the Agreement (the “Sun Valley Option,”). The exercise of the Sun Valley Option shall be subject to receiving approval for your Honorable Board.

The Montrose VA Option and the Sun Valley Options may be referred to collectively as the “Options” or individually as an “Option”.

The County and Motorola agreed to a total not to exceed amount of \$940,680.00 in the Agreement for the Montrose VA Site. Of that amount, when certain credits to the County and payments to Motorola are made pursuant to the proposed amendment, the amount paid by the County for the Equipment delivered and Services performed to date for the Site will be \$399,681.76, leaving a total amount due for the Site if the County exercises the Montrose VA Option of \$540,998.24 (the “Montrose VA Option Price”). If the County exercises the Montrose VA Option, the Montrose VA Option Price shall be payable as follows for the remaining Equipment installed and Services performed for the Site:

Item 11 (Upon installation of FNE at the Site)	\$270,499.12
Item 12 (Upon System Acceptance or Beneficial Use of the Site)	\$135,249.56
Item 13 (Upon Final Acceptance of the Work at the Site)	\$135,249.56
Total Option Price for the Montrose VA Site	\$540,998.24

The County and Motorola agreed to a total not to exceed amount of \$1,028,423.84 in the Agreement for the Sun Valley Site. Of that amount, when certain credits to the County and payments to Motorola are made pursuant to the proposed amendment, the amount paid by the County for the Equipment delivered and Services performed to date for the Site will be \$350,126.70, leaving a total amount due for the Site if the County exercises the Sun Valley Option of \$678,297.14 (the "Sun Valley Option Price"). If the County exercises the Sun Valley Option, the Sun Valley Option Price shall be payable as follows for the remaining Equipment installed and Services performed for the Site:

Item 11 (Upon installation of FNE at the Site)	\$339,148.57
Item 12 (Upon System Acceptance of Beneficial Use for the Site)	\$169,574.28
Item 13 (Upon Final Acceptance of the Work at Site)	\$169,574.28
Total Option Price for the Sun Valley Site	\$678,297.14

In addition, the proposed amendment grants to the County the right, in its sole discretion, to exercise the option to add either or both Sites back into the PWS Right for Stages 1 and 2 upon the same pricing, terms, conditions and scope of Work as set forth in the Agreement (the "PWS Option"). The exercise of the PWS Option shall be subject to receiving approval for your Honorable Board.

Finally, the County continues to investigate each Site and work on obtaining the necessary municipal approvals and real property rights for each Site. The proposed amendment grants to the County the right to have Motorola perform design Work for each Site or other Work related to the County seeking to obtain the municipal approvals and real property rights for each Site pursuant to the parties entering into a change order for such work.

The proposed amendment will be tracked and monitored by the staff of the Department of Information Technology.

Except as modified herein, all terms and conditions of the Agreement, as amended, shall remain in full force and effect.

Accordingly, the attached resolution is submitted for your consideration.

MB/ran

Attachment

RESOLUTION

Upon a communication from the Chief Information Officer of the Department of Information and Technology, be it hereby

RESOLVED, that the County of Westchester (the “County”) is authorized to amend the agreement with Motorola Solutions, Inc. (“Motorola”), dated December 27, 2018, for the replacement, expansion and evolution of the County’s first responder and transit (Bee Line Bus) Voice Radio Communications Systems, as amended by the First through Ninth Amendments to the agreement, (collectively, the “Agreement”) to (i) amend the Work for Stages 1 and 2 as set forth in Change Order Nos. 24 to 27 attached hereto; (ii) decrease the not to exceed amount for Stages 1 and 2 as set forth in Section 3(a) of the Agreement by \$1,128,011.38, bringing the new total not to exceed amount for Stages 1 and 2 to \$45,468,827.65, (iii) decrease the not to exceed amount for the Post Warranty Maintenance Services and Lifecycle Support Services (“PWS”) Right for Stages 1 and 2 by \$784,640.02, bringing the new total not to exceed amount for the PWS Right for Stages 1 and 2 to \$20,320,532.00, (iv) replace the budget and payment schedule in Schedule “C” of the Agreement with a new Schedule “C” which is consistent with the Change Orders approved herein; (v) grant to the County the right to exercise the Montrose VA Option (defined below) to require Motorola perform the Work to complete the Montrose VA Site in the amount of the Montrose VA Option Price (defined below), (vi) grant to the County the right to exercise the Sun Valley Option (defined below) to require Motorola perform the Work to complete the Sun Valley Site in the amount of the Sun Valley Option Price (defined below), (vii) grant to the County the right to exercise the PWS Option (defined below) to add either or both Sites back into the PWS Right for Stages 1 and 2 upon the same pricing, terms, conditions and scope of Work in the Agreement, and (viii) grant to the County the right to have Motorola perform design Work for each Site or other Work related to the County continuing to investigate and seek municipal approvals and real property rights for each Site as described below; and be it further

RESOLVED, that the County is authorized to execute Change Orders Nos. 24 to 27 as follows:

#	Description for Change Order and change in Work under the Agreement	Change Order Amount
24	Mohansic - Grounding Credit; Winged Foot - Cable Management	\$30,284.00
25	WHUD - Shelter Changes, Antenna Licensing and Relocation	\$39,500.00
26	Guard Hill - Trees and Debris Disposal	\$21,500.00
27	Sun Valley and Montrose VA – Removal of the Sites from the coverage maps and drive test	(\$1,219,295.38)
	Total change in Contract Price for Change Orders 17-24	(\$1,128,011.38)

; and, be it further

RESOLVED, that the County is authorized to amend the Agreement to remove the Montrose VA Site from Stages 1 and 2 and from the coverage maps and drive test for Stages 1 and 2 with the County being granted the right to exercise an option within the period of five (5) years from the execution of the amendment (the “Option Period”) to require Motorola to perform all of the Work to complete the Montrose VA Site for the Montrose VA Option Period (defined below)

upon same pricing, terms, conditions and scope of Work in the Agreement (the “Montrose VA Option”); and be it further

RESOLVED, that the County is authorized to amend the Agreement to remove the Sun Valley Site from Stages 1 and 2 and from the coverage maps and drive test for Stages 1 and 2 with the County being granted the right to exercise an option within the Option Period to require Motorola to perform all of the Work to complete the Sun Valley Site for the Sun Valley Option Price(defined below) upon same pricing, terms, conditions and scope of Work in the Agreement (the “Sun Valley Option”); and be it further

RESOLVED, that the County is authorized to amend the Agreement to remove the Sun Valley Site and the Montrose VA Site from the PWS Right for Stages 1 and 2 with the County being granted the right to exercise an option to add either or both Sites back into the PWS Right for Stages 1 and 2 upon the same pricing terms, conditions and scope of Work as set forth in the Agreement (the “PWS Option”); and be it further

RESOLVED, that the total not to exceed amount in the Agreement for the Montrose VA Site is \$940,680.00, and, of that amount, when certain credits to the County and payments to Motorola are made pursuant to the proposed amendment, the amount paid by the County for the Equipment delivered and Services performed to date for the Site will be \$399,681.76, leaving a total amount due for the Site if the County exercises the Montrose VA Option of \$540,998.24 (the “Montrose VA Option Price”). If the County exercises the Montrose VA Option, the Montrose VA Option Price shall be payable as follows for the remaining Equipment installed and Services performed for the Site:

Item 11 (Upon installation of FNE at the Site)	\$270,499.12
Item 12 (Upon System Acceptance or Beneficial Use of the Site)	\$135,249.56
Item 13 (Upon Final Acceptance of the Work at the Site)	\$135,249.56
Total Option Price for Montrose VA Site	\$540,998.24

and be it further

RESOLVED, that the total not to exceed amount in the Agreement for the Sun Valley Site is \$1,028,423.84, and, of that amount, when certain credits to the County and payments to Motorola are made pursuant to the proposed amendment, the amount paid by the County for the Equipment delivered and Services performed to date for the Site will be \$350,126.70, leaving a total amount due for the Site if the County exercises the Sun Valley Option of \$678,297.14 (the “Sun Valley Option Price”). If the County exercises the Sun Valley Option, the Sun Valley Option Price shall be payable as follows for the remaining Equipment installed and Services performed for the Site:

Item 11 (Upon installation of FNE at the Site)	\$339,148.57
Item 12 (Upon System Acceptance of Beneficial Use for the Site)	\$169,574.28
Item 13 (Upon Final Acceptance of the Work at Site)	\$169,574.28
Total Option Price for the Sun Valley Site	\$678,297.14

; and be it further

RESOLVED, that, in the amendment to the Agreement, the County shall be granted the right to have Motorola perform design Work for the Montrose VA Site or the Sun Valley Site or both Sites, or other Work related to the County continuing to investigate and obtain the necessary municipal approvals and real property rights for each Site, pursuant to the parties entering into a change order for such Work; and be it further

RESOLVED, that except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized and empowered to execute and deliver any documents and take all actions necessary or appropriate to effectuate the purposes hereof.

Agreement Number: IT-1559
 Original Agreement: \$ 43,206,251.00
 First Amendment: \$ 0.00
 Second Amendment: \$ 608,890.90
 Third Amendment: \$ 0.00
 Fourth Amendment: \$ 189,183.21
 Fifth Amendment: \$ 0.00
 Sixth Amendment: \$ 0.00
 Seventh Amendment: \$ 1,582,673.00
 Eighth Amendment: \$ 0.00
 Ninth Amendment: \$ 1,009,840.92
This Amendment: \$ (1,128,011.38)
 TOTAL \$ 45,468,827.65

Account to be Charged / Credited	Year	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account or Bond Act	Dollars
	2021	316	16	BIT3209S	6190	203-2020	(\$1,128,011.38)

Budget Funding Year(s): 2021 Start Date: Effective Date of the Contract End Date: December 31, 2023
 (must match resolution)

Funding Source Tax Dollars: 100%
 State Aid: NA
\$(1,128,011.38) Federal Aid: NA
 (must match resolution) Other: NA