

91252

February 16, 2022

TO: Honorable Members
Board of Acquisition and Contract

FROM: Thomas A. Gleason
Acting Commissioner-Sheriff of Public Safety

RE: Resolution authorizing the County of Westchester to enter into an agreement with the Metropolitan Transportation Authority, represented by the MTA Police Department, for the County of Westchester to obtain access to the Metropolitan Regional Radio System (MRRS), for public safety purposes, for a period of 15 years.

Authority is hereby requested from your Honorable Board for the County of Westchester ("County"), acting by and through its Department of Public Safety ("Department"), to enter into an agreement ("Access Agreement") with the Metropolitan Transportation Authority ("MTA"), represented by the MTA Police Department ("MTAPD"), for the County to obtain access to the MTA's Metropolitan Regional Radio System ("MRRS"), for public safety purposes. The Access Agreement will be for a period of fifteen (15) years, commencing upon the execution of the Access Agreement by both parties.

Pursuant to the Access Agreement, the MTAPD will provide the County with Level II-Full System Agency access to the MRRS. As a Level II-Full System Agency, the County will not have dedicated radio technical staff and will require the MTAPD Technical Service Unit to provide the programming, software/firmware and encryption Key loading.

Access to the MRRS will be provided on an "as is" basis and the MTAPD will not be responsible for any variations in quality, service, or availability of the MRRS, nor for any damages arising from the County's use of the MRRS.

Pursuant to the Access Agreement, the MTAPD has waived all fees in connection with set up (\$500.00 for user set-up on MRRS) and other recurring fees (annual fee of \$65.00 per unit registered on the MRRS) associated with the County's use of the MRRS. In consideration for obtaining access to the MRRS system, the County will be responsible, at its own cost, for all radio maintenance and repair and, if desired, connecting dispatch radio Console(s) to the MRRS. In addition, the County will, at its own cost:

1. Coordinate with L3Harris and the MTAPD on the specifications, purchase and interconnection to the MRRS Network Switching Center (NSC). Such interconnection and equipment shall be consistent with the security and functional operations on the MRRS.
2. Provide Antenna Systems to include, but not limited to, antenna combiners, cabling, antenna hardware, antenna, tower top amplifiers, lightning protectors, installation and testing as required.
3. Provide for internal interconnect from the Console(s) to any agency voice logger recorders.
4. Provide for the Maintenance, Repair and Operations of the dispatch Console(s).
5. Provide for the Maintenance, Repair and Operations of the Antenna System.

For all Consoles connected to the MRRS by the County, MTAPD shall:

1. Provide for the programming and loading of the current MRRS encryption key to the Console(s).
2. Provide for all programming

The Access Agreement will require the County to indemnify the MTA, as follows:

“[County] shall indemnify and hold harmless the MTA, its employees, and agents from any and all third-party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which [the County] is solely responsible that arise from or relate to access to MRRS or any other obligation under this [Access Agreement].”

This Agreement is exempt from the requirements of the Westchester County Procurement Policy pursuant to section 3(a) iii thereof, regarding contracts with the United States of America, any State, and any political subdivision, agency or instrumentality thereof.

The proposed Access Agreement will serve a **public purpose** by obtaining access to the MRRS system, which will assist the County in improving the safety of its residents.

The **goals and objectives** of this Access Agreement are to improve public safety/public service.

These **goals and objectives of this Access Agreement are in the best interest of the County** with regards to public safety in that the County will obtain access to the Metropolitan Regional Radio System which will improve public safety in Westchester County.

Furthermore, **these goals and objectives are in the best interest of the County from a fiscal perspective** in that in that it will enhance public safety/public service at a minimal cost.

Approval of the proposed Access Agreement from your Honorable Board is hereby recommended and an appropriate resolution is attached for your consideration.

TAG/cmc
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 03/31/2022 - RAYMOND SCULKY, SECRETARY

RESOLUTION

Upon a communication from the Acting Commissioner-Sheriff of Public Safety, be it hereby

RESOLVED, that the County of Westchester (the “County”) is authorized to enter into an agreement (“Access Agreement”) with the Metropolitan Transportation Authority (“MTA”), represented by the MTA Police Department (“MTAPD”), for the County to obtain access to the MTA’s Metropolitan Regional Radio System (“MRRS”); and it is further

RESOLVED, that the Access Agreement will be for a period of fifteen (15) years, commencing upon the execution of the Access Agreement by both parties, and it is further

RESOLVED, that, in consideration for obtaining access to the MRRS system, the County shall be responsible, at its own cost, for all radio maintenance and repair and, if applicable, connecting dispatch radio Console(s) to the MRRS. In addition, the County will, at its own cost:

1. Coordinate with L3Harris and the MTAPD on the specifications, purchase and interconnection to the MRRS Network Switching Center (NSC). Such interconnection and equipment shall be consistent with the security and functional operations on the MRRS.
2. Provide Antenna Systems to include, but not limited to, antenna combiners, cabling, antenna hardware, antenna, tower top amplifiers, lightning protectors, installation and testing as required.
3. Provide for internal interconnect from the Console(s) to any agency voice logger recorders.
4. Provide for the Maintenance, Repair and Operations of the dispatch Console.
5. Provide for the Maintenance, Repair and Operations of the Antenna System.

RESOLVED, that the Access Agreement will also require the County to indemnify the MTA, follows:

“[County] shall indemnify and hold harmless the MTA, its employees, and agents from any and all third-party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which [County] is solely responsible that arise from or relate to access to MRRS or any other obligation under this [Access Agreement];”

and it is further

RESOLVED, that the County Executive or his duly authorized designee be and hereby is authorized and empowered to enter into this agreement for the County of Westchester

Account to be
Charged/Credited

| Fund | Dept | Major Program, Program & Phase or Unit | Object/ Sub- Object | Trust Account | Dollars |
|------|------|-------------------------------------------------|---------------------------|------------------|---------|
| | | | | | |
| | | | | | |

Budget Funding Year(s) 2022-2037 Start Date: Execution End Date: 15 years thereafter
 (must match resolution) Tax Dollars -0-
 Funding Source State Aid -0-
 Federal Aid: _____
\$0
 (must match resolution) Other: _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 03/31/2022 - RAYMOND SCULKY, SECRETARY