



ONBASE #110194_____

DATE: January 2, 2025

TO: Board of Acquisition and Contract

FROM: Marguerite Beirne, Chief Information Officer
Christopher Steers, Director of Countywide Administrative Services & Real Estate

RE: AUTHORIZATION TO AMEND LICENSE AGREEMENT (IT-1674) WITH CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF RADIO EQUIPMENT AT GRASSLANDS CAMPUS, VALHALLA, NEW YORK, IN ORDER FOR CONSOLIDATED EDISON TO EXERCISE THE FIRST OF ITS THREE OPTIONS TO EXTEND THE TERM OF THE LICENSE FOR AN ADDITIONAL PERIOD OF FIVE YEARS, COMMENCING ON DECEMBER 1, 2024 AND EXPIRING ON NOVEMBER 30, 2029, WITH A TWENTY PERCENT (20%) INCREASE OVER THE LICENSE FEE PAID FOR THE IMMEDIATELY PRECEDING PERIOD

BACKGROUND:

- Consolidated Edison Company of New York (“ConEdison”) has radio equipment currently installed at the County of Westchester (“County”) Grasslands Campus, located in Valhalla, New York (the “Site”) and is a rent paying tenant of the County, pursuant to a license agreement (the “License”), dated July 1, 2023, between the County of Westchester (“County”) and ConEdison, for an initial five-year period, commencing retroactively on December 1, 2019 (the “Commencement Date”) and expiring November 30, 2024, for the continued operation and maintenance of the existing and new equipment and antennas by ConEdison at the Site, with the Licensee, at its sole option, having the right to renew the License for up to three (3) additional renewal terms of five (5) years each, upon ninety (90) days prior written notice to the County.
- The County acknowledges it has received ninety (90) days advanced notice from Licensee for Licensee to exercise the first (1st) of its three (3) options to extend the term of the agreement for five-years, commencing on December 1, 2024 and expiring on November 30, 2029, for an annual license fee during such five-year period of \$143,078.40, which reflects a twenty percent (20%) increase over the license fee paid for the immediately preceding five-year initial period, pursuant to the terms of the License.
- In addition, the County desires to ensure that the Licensee removes all of its equipment from the Site and pays all unpaid license fees or utility payments prior to removal of such

equipment. If Licensee fails to remove its equipment and other property within the time period provided for in the proposed amendment, then Licensee shall pay the County for each day of delay an amount equal to 1/270 of the annual license fee (“Holdover Payment”). Furthermore, in the event there are payments in arrears for more than 70 days after expiration or 90 days after termination of the License, the County can remove the Licensee’s equipment from the Site, restore the premises, store such equipment until the arrears are paid in full, and seek a court order granting among other things, relief to the County, including the right to sell the equipment and retain the proceeds of the sale to pay the arrears. Licensee shall deposit with the County the sum of \$30,000.00 as security to pay for any costs incurred by the County to store equipment not timely removed by Licensee. If the Licensee has no fees in arrears at the time the Licensee removes its equipment, the security deposit or any balance thereof, shall be returned to the Licensee upon the Licensee’s removal of the equipment.

ACTION REQUESTED:

- Authority is hereby requested to enter into an amendment to the License (“First Amendment”) with Consolidated Edison Company of New York, Inc., for the continued installation, operation and maintenance of radio equipment at Westchester County’s Grasslands Campus, Valhalla, New York, in order for Licensee to:
 - (i) exercise the first (1st) of its three (3) options to extend the term of the agreement for five years, commencing on December 1, 2024 and expiring on November 30, 2029, for an annual license fee during such five-year period of \$143,078.40;
 - (ii) deposit with the County the sum of \$30,000.00 as security to pay for any costs incurred by the County to store equipment not timely removed by Licensee. If the Licensee has no fees in arrears at the time the Licensee removes its equipment, the security deposit or any balance thereof, shall be returned to the Licensee upon the Licensee’s removal of the equipment.
- Except as otherwise modified hereby, all other terms and conditions of the License shall remain unchanged and in full force and effect.
- This License is exempt from the Westchester County procurement policy pursuant to Section 3(b) regarding real property leases, licenses and concessions.

Accordingly, the attached resolution is submitted for your consideration.

MB/cmc

RESOLUTION

UPON A COMMUNICATION FROM THE CHIEF INFORMATION OFFICER, DEPARTMENT OF INFORMATION TECHNOLOGY, AND THE DIRECTOR OF COUNTYWIDE ADMINISTRATIVE SERVICES BE IT HEREBY

RESOLVED, that the County of Westchester ("County") is hereby authorized to amend a license agreement (IT-1674) ("License") with Consolidated Edison Company of New York, Inc. ("ConEdison") for the installation, operation and maintenance of radio equipment at the County's Grasslands Campus, Valhalla, New York ("Site"), for a term of five (5) years commencing retroactively on December 1, 2019 and terminating on November 30, 2024, in order for ConEdison to exercise the first (1st) of its three (3) options to extend the term of the License for an additional period of five years, commencing on December 1, 2024 and expiring on November 30, 2029 ("First Amendment"); and be it further

RESOLVED, commencing on December 1, 2024, the annual license fee during such five-year period shall be in the amount of \$143,078.40, due and payable in equal monthly installments on the first day of each month, which reflects a twenty percent (20%) fee increase over the licensee fees paid for the immediately preceding five-year initial term pursuant to the terms of the License; and be it further

RESOLVED, that Licensee shall deposit with the County the sum of \$30,000.00 as security to pay for any costs incurred by the County to store equipment not timely removed by Licensee upon expiration or earlier termination of the License. If the Licensee has no license fees or utility payments in arrears at the time the Licensee removes its equipment, the security deposit or any balance thereof, shall be returned to the Licensee upon the Licensee's removal of the equipment; and be it further

RESOLVED, that except as otherwise modified hereby, all other material terms and conditions of the License shall remain unchanged and in full force and effect.

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.

Contract Number: IT-1674-A1
 Original Agreement: \$ 626,494.14
 This amendment: \$ 745,392.00
 Total \$1,371,886.14

Account to be Changed / Credited	Year	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
	2024	101	16	6000	9065		\$41,923.20
	2025	101	16	6000	9065		\$143,078.40
	2026	101	16	6000	9065		\$143,078.40
	2027	101	16	6000	9065		\$143,078.40
	2028	101	16	6000	9065		\$143,078.40
	2029	101	16	6000	9065		\$131,155.20

Budget Funding Year(s): 2024-2029 Start Date: December 1, 2024 End Date: November 30, 2029
 (must match resolution)

Funding Source _____ Tax Dollars: _____
 _____ State Aid: _____
 _____ Federal Aid: _____
 (must match resolution) Other: Revenue \$745,392.00

APPROVED BOARD OF ACQUISITION & CONTRACTS - 01/16/2025 - REYNOLD SCULKY, SECRETARY