



112650

Date: December 8, 2025

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 further 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 amend the scope of work for Stages 1 and 2 to add the installation of equipment to add 700 MHz channels to the Trunk system for an amount not to exceed \$2,241,194.20 and agree to Change Order 57 to Activate South Paging Channel 3 & Trunked System Channel 6 in an amount not to exceed \$102,106.00, bringing the new total not to exceed amount for Stages 1 and 2 from \$45,529,962.41 to \$47,873,262.61, and granting to the County the right to require the Motorola to provide the County with post warranty maintenance and life-cycle support services upon the expiration of the three (3) year warranty for 700MHz, in the amount not to exceed \$1,016,981.03, subject to receiving all necessary legal approvals.

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 (the "Initial 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 (the "Project"). 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 Resolutions approved on October 13, 2019, October 31, 2019, January 23, 2020, April 23, 2020, April 30, 2020, June 12, 2020, December 10, 2020, July 2, 2020, April 8, 2021, July 29, 2021, January 26, 2023, November 7, 2024, May 29, 2025, and September 18, 2025, your Honorable Board authorized the County to enter into the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment and Fourteenth Amendment to the Initial Agreement, all of which have been executed, (collectively, the Initial Agreement and the aforementioned amendments are referred to herein as the "Agreement").

Pursuant to the Agreement, Motorola designed and has been installing Stages 1 and 2 of the Project.

Authority is requested from your Honorable Board to amend the scope of work for the Agreement to add the installation of equipment to add 700 MHz channels to the Trunked System for an amount not to exceed \$2,241,194.20 and agree to Change Order No. 57 to activate the South Paging Channel 3 & Trunked System Channel 6 for an amount not to exceed \$102,106.00, bring the new total not to exceed amount for Stages 1 and 2 from \$45,529,962.41 to \$47,873,262.61, and replacing the budget and payment schedule in Schedule "C" of the Agreement with a new Schedule "C" consistent with the aforementioned amendment.

Motorola shall not commence the work to add the 700MHz channels to the Trunk System unless and until (i) it is notified in writing by the CIO that the Federal Communications Commission ("FCC" has approved the extensions of the construction deadlines in the FCC, Radio Station Authorizations, for the Trunked Public Safety 700 MHz radio service ("700 MHz Licenses"), to the

sole satisfaction of the County, ("FCC Notice") and (2) it receives written approval to commence the Work from the CIO ("NTC").

The not to exceed amount for the work to add the 700 MHz channels to the Trunk System includes a three (3) year warranty.

Upon expiration of the three (3) year warranty, the County also seeks authorization to amend the Agreement to grant to the County the right, in its sole discretion, to require Motorola to proceed with the work for post warranty maintenance and life cycle support services ("PWS") for Stages 1 and 2 for 700 MHz for an amount not to exceed \$1,016,981.03 (the "PWS Stages 1 and 2 Right for 700 MHz"), subject to the County receiving all necessary funding and legal approvals to enter into an amendment to the Agreement to exercise the PWS Stage 1 and 2 Right for 700 MHz.

Motorola will provide the County with an additional performance and payment bond for the faithful performance of Work for Stages 1 and 2 in the amount of \$224,194 representing 10% of the not to exceed amount for the 700 MHz work upon receipt of the FCC notice and NTC from the CIO.

A separate resolution has been submitted to your Honorable Board on even date herewith to exempt the procurement of the equipment to add 700 MHz channels to the Trunk system from the requirements of the Westchester County Procurement Policy.

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 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 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, (the "Agreement") as follows:

- (i) agree to Change Order No. 57 for an amount not to exceed \$102,106 to activate South Paging Channel 3 & Trunked System Channel 6,
- (ii) amend the scope of work for Stages 1 and 2 to add the installation of equipment to add 700 MHz channels to the Trunk system inclusive of a three (3) year warranty for an amount not to exceed \$2,241,194.20,
- (iii) amend the total not to exceed amount for Stages 1 and 2 from \$45,529,962.41 to \$47,873,262.61,
- (iv) replace the budget and payment schedule in Schedule "C" of the Agreement, as amended, with a new Schedule "C" which is consistent with the amendment and Change Order approved herein,
- (v) require that Motorola not commence the work to add 700MHz to the Trunked System unless and until (i) it is notified in writing by the CIO that the Federal Communications Commission ("FCC") has approved the extensions of the construction deadlines in the FCC, Radio Station Authorizations, for the Trunked Public Safety 700 MHz radio service ("700 MHz Licenses"), to the sole satisfaction of the County, ("FCC Notice") and (2) it receives written approval to commence the work for 700 MHz work from the CIO ("NTC"),
- (vi) grant the County the right, in its sole discretion, to require Motorola to proceed with post warranty maintenance and life cycle support services ("PWS") for 700 MHz (the "PWS Stages 1 and 2 Right for 700 MHz") for an amount not to exceed \$1,016,981.03, upon the completion of the three (3) year warranty, subject to the County receiving all necessary funding and legal approvals to enter into an amendment to the Agreement to exercise the PWS Stages 1 and 2 Right for 700 MHz, and
- (vii) require that Motorola provide the County with additional performance and payment bond for the faithful performance of the work for Stages 1 and 2 in the amount of \$224,194 representing 10% of the not to exceed amount for the 700 MHz work upon receipt of the FCC notice and NTC from the CIO; and be it further

RESOLVED, that except as specifically amended hereby, all remaining 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 to execute and deliver any and all documents and to take all action necessary and 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
 Tenth Amendment: \$ (1,128,011.38)
 Eleventh Amendment: \$ 0.00
 Twelfth Amendment: \$ (53,957.17)
 Thirteenth Amendment: \$ 115,091.93
 Fourteenth Amendment: \$ 20,320,532.00
This Amendment \$ 2,343,300.20
 TOTAL \$ 68,193,794.46

Account to be Charged/Credited				Major Program, Program & Phase, or Unit	Object / Sub Object	Trust Account or Bond Act	Dollars
	Year	Fund	Dept				
	2025	316	16	BIT3209S	6190	110-2022	\$2,343,300.20

Budget Funding Year(s): 2025 Start Date: Effective Date of the Contract End Date: December 27, 2037
 (must match resolution)

Funding Source Tax Dollars: 100%
 State Aid: _____
\$2,343,300.20 Federal Aid: _____
 (must match resolution) Other: _____