



Public Safety

800 Michaelan Office Bldg.
148 Martine Avenue, 8th Floor
White Plains, NY 10601
www.westchesterlegislators.com

Meeting Agenda

Committee Chair: Colin Smith

Monday, March 1, 2021

10:00 AM

Committee Room

CALL TO ORDER

Meeting joint with the Committee on Budget & Appropriations.

MINUTES APPROVAL

I. ITEMS FOR DISCUSSION

[2021-166](#)

IMA-Fire Suppression Services-Hawthorne Fire District

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Hawthorne Fire District to provide specialized training and fire suppression services for a two (2) year term commencing on January 1, 2021 and expiring on December 31, 2022 in an aggregate amount not to exceed TWENTY-SIX THOUSAND (\$26,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Joint with B&A.

Guests: Commissioner Wishnie, Deputy Commissioner Spear, Chief Dingee and Chief Caputo- DES

[2021-167](#)

IMA-Fire Suppression Services-Valhalla Fire District

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Valhalla Fire District to provide specialized training and fire suppression services for a two (2) year term commencing on January 1, 2021 and expiring on December 31, 2022 in an aggregate amount not to exceed NINETY THOUSAND (\$90,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Joint with B&A.

Guests: Commissioner Wishnie, Deputy Commissioner Spear, Chief Dingee and Chief Caputo- DES

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT



George Latimer
County Executive

January 29, 2021

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Dear Honorable Members of the Board of Legislators:

Attached for your consideration is an Act which, if approved by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Department of Emergency Services ("DES") to enter into an intermunicipal agreement with the Hawthorne Fire District ("District") for a term of two (2) years commencing on January 1, 2021 and expiring on December 31, 2022. For the services to be provided, the District will be paid the aggregate amount not to exceed Twenty-Six Thousand (\$26,000.00) Dollars, subject to appropriation. The County's agreement with the District for these same services expired on December 31, 2020.

In order to respond to the unique environments existing on the Grasslands Reservation, the District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. The proposed agreement is essential for the enhancement of fire protection on the Grasslands Reservation. More particularly, the District will be required to perform the following services:

(a) The District agrees to train with DES staff and develop a plan whereby the District may be called upon to operate District vehicles (if available) or DES vehicles to transport the Mass Decontamination Unit ("MDU") trailer, Rough Terrain Vehicle ("RTV") transport trailers, Mass Casualty Incident ("MCI") trailers or other types of equipment trailers owned by the County to emergency scenes in and around Westchester County. Said training shall be conducted with County staff and designees at a time and location to be determined by the County in consultation with the District. Said training shall include, but not be limited to, trailer/vehicle attachment and detachment, trailer tow vehicle safety instruction and familiarization with County driver policies and procedures.

The District shall supply and maintain a minimum of six (6) firefighters who have completed said training. Each identified firefighter must be capable of being pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator.

The District agrees to supply a qualified firefighter/driver within 30 minutes of the initial request to transport the trailer(s) to the scene upon request from the County Emergency Communications Center (ECC-60 Control), provided it has the trained personnel available to do so. The District will not be responsible, if after a good faith effort to locate a trained operator(s), it is unable to respond to a request for a driver. Should the District fail to respond to three (3) such requests during any calendar year of this Agreement, the County reserves the right to deem such failure to perform as a material breach and cancel the Agreement immediately. In the event the Agreement is so terminated, to the extent there are any unpaid fees, said fees shall be prorated to the date of termination.

(b) Participate in annual, joint training; site “walkthroughs”; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation w/ the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to the DES Director of Fire Services within thirty (30) days of occurrence.

(c) Maintain a minimum of twenty four (24) firefighters trained in the NYS Decontamination curriculum for the Fire District firefighters to operate upon request, the decontamination equipment at the Westchester Medical Center and the DES MDU. Training of the Fire District's firefighters will include familiarization with the process of erecting and operating decontamination equipment during emergencies in order to maintain a standard of fitness to competently operate said decontamination equipment.

(d) Requests for decontamination response will be placed by the Department of Emergency Services, Emergency Communications Center (ECC-60 Control) or the Westchester Medical Center, through the Department of Emergency Services, Emergency Communications Center (ECC-60 Control).

(e) Conduct at least one drill to demonstrate the capability to establish and operate the decontamination equipment in conjunction with Westchester Medical Center staff and the Grasslands Fire Brigade, County employees and designees. Said drill shall be scheduled jointly by the District and DES.

(f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.

(g) Issue a quarterly report to the DES Commissioner by the last Friday of the month following the end of the previous quarter, i.e., the last Friday in the months of April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Reservation and report on the success of any special initiatives or projects.

The Planning Department has advised that based on its review the above contract is a “Type II” action under the State Environmental Quality Review Act, 6 NYCRR Section 617.5(c)(26). Type

If actions are those actions determined not to have a significant effect on the environment and therefore do not require further environmental review. As you know, your Honorable Board may use such expert advice to make its own conclusion.

I believe this Agreement to be in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Very truly yours,

A handwritten signature in cursive script, appearing to read "George Latimer".

George Latimer
County Executive

GL/JMC/CMC
Attachments

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Executive forwarding for your Honorable Board's consideration an Act which, if approved, would authorize the County of Westchester ("County"), acting by and through its Department of Emergency Services ("DES") to enter into an intermunicipal agreement with the Hawthorne Fire District ("District") for a term of two (2) years commencing on January 1, 2021 and expiring on December 31, 2022. For the services to be provided, the District will be paid the aggregate amount not to exceed Twenty-Six Thousand (\$26,000.00) Dollars, subject to appropriation. The County's agreement with the District for these same services expired on December 31, 2020.

In order to respond to the unique environments existing on the Grasslands Reservation, the District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. The proposed agreement is essential for the enhancement of fire protection on the Grasslands Reservation. More particularly, the District will be required to perform the following services:

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(b) Participate in annual, joint training; site "walkthroughs"; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation w/ the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to the DES Director of Fire Services within thirty (30) days of occurrence.

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(f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.

(g) Issue a quarterly report to the DES Commissioner by the last Friday of the month following the end of the previous quarter, i.e., the last Friday in the months of April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Reservation and report on the success of any special initiatives or projects.

The Planning Department has advised that based on its review the proposed contract is a "Type II" action under the State Environmental Quality Review Act ("SEQRA"), 6 NYCRR Section 617.5(c)(26), which is an action determined not to have a significant effect on the

environment and therefore does not require further environmental review. Your Committee concurs with this conclusion.

An affirmative vote of a majority of the voting strength of your Honorable Board is required for approval of the attached Act.

Your Committee has carefully considered the proposed Act and believes it to be in the best interest of the County and, therefore, recommends your Honorable Board's favorable action on the annexed proposed Act.

Dated: _____, 2021
White Plains, New York

COMMITTEE ON

C:CMC.01.29.2021

FISCAL IMPACT STATEMENT

SUBJECT: Hawthorne Fire District NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 13,000

Total Current Year Revenue \$ -

Source of Funds (check one): Current Appropriations Transfer of Existing Appropriations

Additional Appropriations Other (explain)

Identify Accounts: 101 20 1000 4420

Potential Related Operating Budget Expenses: Annual Amount 13,000

Describe: IMA with Hawthorne FD for fire suppression services for the term of two (2) years commencing on January 1, 2021 and expiring on December 31, 2022 for a NTE amount of \$26,000 for two years.

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: _____

Next Four Years: _____

Prepared by: Linda Luddy

Title: Program Specialist - Grants

Department: Emergency Services

Date: January 25, 2021

Reviewed By: *[Signature]*

PH

Budget Director

Date: 2/8/21

TO: Richard G. Wishnie, Commissioner
Department of Emergency Services

FROM: David S. Kvinge, AICP, RLA, CFM
Director of Environmental Planning



DATE: January 25, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR AGREEMENTS
WITH VALHALLA AND HAWTHORNE FIRE DISTRICTS**

PROJECT/ACTION: Intermunicipal agreements with the Valhalla Fire District and Hawthorne Fire District for the provision of firefighting-related services in connection with the County's Grasslands Reservation, as well as for assistance in operating emergency vehicles and decontamination equipment within the County if needed, for the years 2021 and 2022.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

- DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)**
- MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION 617.5(c)(26):**
routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment.

COMMENTS: None

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Norma Drummond, Commissioner
Carla Chaves, Assistant County Attorney
Linda Luddy, Department of Emergency Services
Claudia Maxwell, Associate Environmental Planner

ACT NO. 2021- _____

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Hawthorne Fire District to provide specialized training and fire suppression services for a two (2) year term commencing on January 1, 2021 and expiring on December 31, 2022 in an aggregate amount not to exceed Twenty-Six Thousand (\$26,000.00) Dollars.

BE IT ENACTED by the County Board of the County of Westchester as follows:

Section 1. The County of Westchester is hereby authorized to enter into an intermunicipal agreement with the Hawthorne Fire District ("District") for a term of two (2) years commencing on January 1, 2021 and expiring on December 31, 2022.

§2. The District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. For the services to be provided, the District will be paid the aggregate amount not to exceed Twenty-Six Thousand (\$26,000.00) Dollars, subject to appropriation.

§3. The County Executive or his authorized designee be and hereby is authorized and empowered to execute instruments and take all action necessary and appropriate to accomplish the purposes hereof.

§4. This Act shall take effect immediately.

THIS AGREEMENT (“Agreement”), made this _____ day of _____, 2021
by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601 (hereinafter referred to as the “County”)

and

THE HAWTHORNE FIRE DISTRICT, a political subdivision of the State of New York and a district corporation existing pursuant to the Laws of the State of New York, having an office and principal place of business at 25 Home Street, Hawthorne, New York 10532 (hereinafter referred to as the “Fire District” or “District”)

W I T N E S S E T H

WHEREAS, in order to respond to the unique environments existing at the property commonly known as Grasslands Reservation, located in Valhalla, NY (“Grasslands Reservation”), the County, acting by and through its Department of Emergency Services (“DES”) desires to obtain the services of the Fire District to enhance fire protection at the Grasslands Reservation; and

WHEREAS, the Fire District desires to participate in specialized activities and furnish certain fire suppression services at the Grasslands Reservation for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The Fire District will be required to perform the following services:

- (a) The District agrees to train with DES staff and develop a plan whereby the District may be called upon to operate District vehicles (if available) or DES vehicles to transport the

Mass Decontamination Unit ("MDU") trailer, Rough Terrain Vehicle ("RTV") transport trailers, Mass Casualty Incident ("MCI") trailers or other types of equipment trailers owned by the County to emergency scenes in and around Westchester County. Said training shall be conducted with County staff and designees at a time and location to be determined by the County in consultation with the District. Said training shall include, but not be limited to, trailer/vehicle attachment and detachment, trailer tow vehicle safety instruction and familiarization with County driver policies and procedures. The District shall supply and maintain a minimum of six (6) firefighters who have completed said training. Each identified firefighter must be capable of being pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator.

The District agrees to supply a qualified firefighter/driver within 30 minutes of the initial request to transport the trailer(s) to the scene upon request from the County Emergency Communications Center (ECC-60 Control), provided it has the trained personnel available to do so. The District will not be responsible, if after a good faith effort to locate a trained operator(s), it is unable to respond to a request for a driver. Should the District fail to respond to three (3) such requests during any calendar year of this Agreement, the County reserves the right to deem such failure to perform as a material breach and cancel the Agreement immediately. In the event the Agreement is so terminated, to the extent there are any unpaid fees, said fees shall be prorated to the date of termination.

(b) Participate in annual, joint training; site "walkthroughs"; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation w/ the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to DES Director of Fire Services within thirty (30) days of occurrence.

(c) Maintain a minimum of twenty four (24) firefighters trained in the NYS Decontamination curriculum for the Fire District firefighters to operate upon request, the decontamination equipment at the Westchester Medical Center and the DES MDU. Training of the Fire District's firefighters will include familiarization with the process of erecting and operating decontamination equipment during emergencies in order to maintain a standard of fitness to competently operate said decontamination equipment.

(d) Requests for decontamination response will be placed by the Department of Emergency Services, Emergency Communications Center (ECC-60 Control) or the Westchester Medical Center, through the Department of Emergency Services, Emergency Communications Center (ECC-60 Control).

- (e) Conduct at least one drill to demonstrate the capability to establish and operate the decontamination equipment in conjunction with Westchester Medical Center Staff and the Grasslands Fire Brigade, County employees and designees. Said drill shall be scheduled jointly by the District and DES.
- (f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.
- (g) Issue a quarterly report to the Commissioner (as defined below) by the last Friday of the month following the end of the previous quarter, i.e., April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Reservation and report on the success of any special initiatives or projects.

SECOND: For the services rendered pursuant to Paragraph "FIRST", the Fire District shall be paid an amount not to exceed THIRTEEN THOUSAND AND 00/100 (\$13,000.00) DOLLARS for each year of this Agreement, for a total aggregate amount not to exceed TWENTY-SIX THOUSAND AND 00/100 (\$26,000.00) DOLLARS during the term of this Agreement, payable in accordance with the following schedule:

- 10% - due by March 1
- 30% - due by May 1
- 30% - due by August 1
- 30% - due by November 1

Any and all requests for payment shall be submitted by the Fire District on properly executed payment vouchers of the County and paid only after approval by the County Commissioner of Emergency Services (the "Commissioner"). To qualify for payment, the Fire District must be compliant with the quarterly progress submission as outlined in Paragraph "FOURTH".

All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating.

THIRD: The services to be performed pursuant to the terms of this Agreement shall be deemed to commence retroactively on January 1, 2021 and shall terminate on December 31, 2022.

FOURTH: The Fire District shall submit a written quarterly report to the Commissioner by the last Friday of the month following the end of the previous quarter, to wit: the last Friday in the months of April, July, October and January. Such report shall itemize and provide a summary for the previous quarter's activities, and shall contain information on all services rendered and work performed by the Fire District pursuant to this Agreement. The report should also include a synopsis on the success of any special initiatives or projects. Nothing herein shall be construed to diminish the authority of the Chief of the District or his/her designated line officer when the District is considered to be on duty.

FIFTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County

Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Fire District, then the Fire District shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Fire District, then the Fire District shall have the right to terminate this Agreement upon reasonable prior written notice.

SIXTH: In the event the District determines that there has been a material breach by the County of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the County of written notice thereof, the District, in addition to any other right or remedy it might have, may terminate this Agreement, such termination being effective on the ten (10th) day.

In the event the County determines that there has been a material breach by the District of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service

on the District of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement, such termination being effective on the ten (10th) day.

SEVENTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Fire District shall not subcontract any part of the work without the written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Fire District.

EIGHTH: Nothing in this Agreement shall be misconstrued to diminish or affect the right of the Fire District to summon "Mutual Aid" when necessary in the judgment of the District Officer in charge.

NINTH: The Fire District shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the Fire District.

TENTH: The Fire District agrees to maintain insurance as set forth in the insurance requirements contained in Schedule "A" entitled "Standard Insurance Provisions", attached hereto and made a part hereof.

ELEVENTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County: Commissioner of Emergency Services
County of Westchester
4 Dana Road
Valhalla, New York 10595

with a copy to: County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Fire District: The Hawthorne Fire District
P.O. Box 211
25 Home Street
Hawthorne, New York 10532

Notice shall be effective on the date of receipt.

TWELFTH: All payments made by the County to the Fire District will be made by electronic funds transfer pursuant to the County's Vendor Direct program. The Fire District acknowledges that it is already enrolled in the County's Vendor Direct Program and agrees that if there are changes to the information contained in the authorization forms it will notify the Westchester County Finance Department directly.

THIRTEENTH: The Fire District expressly agrees that neither it nor any consultant, subconsultant, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Fire District acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

FOURTEENTH: All records or recorded data of any kind compiled by the Fire District in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, computer printouts, graphs, charts, and all other similar recorded data, shall become and remain the property of the County. The Fire District may retain copies of such records

for its own use and shall not disclose any such information without the express written consent of the Commissioner. The County shall have the right, at no additional cost to the County, to reproduce and publish such records, if it so desires.

FIFTEENTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

SIXTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

SEVENTEENTH: This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

EIGHTEENTH: This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the County of Westchester and the Fire District have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Commissioner of Emergency Services

THE HAWTHORNE FIRE DISTRICT

By: _____
(Authorized Signatory)
Name: _____
Title: _____

Approved by the Board of Legislators of the County of Westchester at a meeting duly held on the ____ day of _____ 2021, by Act No. 2021- ____.

Approved as to form and manner of execution:

Associate County Attorney
The County of Westchester
2021 Hawthorne FD Agreement.cmc.01.21.2021.docx

FIRE DISTRICT ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 2021,
_____, known to me, or proven on the basis of satisfactory evidence,
to be the individual who has subscribed to the within instrument, personally appeared before me
and acknowledged to me that she/he executed the same in his/her duly authorized capacity, and
that by his/her signature on the instrument, the individual, or the person on whose behalf the
individual acted, executed the instrument and acknowledged, if operating under a trade name, that
the certificate required by the New York State General Business Law, Section 130 has been filed
as required therein.

Notary Public

CERTIFICATE OF AUTHORITY

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(the "Fire District")

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the
New York Business Corporate Law)
named in the foregoing agreement; that _____
(Person executing agreement)

who signed said agreement on behalf of the Fire District was, at the time of execution

(Title of such person)

of the Fire District and that said agreement was duly signed for and on behalf of said Fire District by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
 ss.:
COUNTY OF WESTCHESTER)

On the ____ day of _____ in the year 2021, _____, known to me, or proven on the basis of satisfactory evidence, to be the individual who has subscribed to the within instrument, personally appeared before me and acknowledged to me that she/he executed the same in his/her duly authorized capacity, and that by his/her signature on the instrument, the individual, or the person on whose behalf the individual acted, executed the instrument and acknowledged, if operating under a trade name, that the certificate required by the New York State General Business Law, Section 130 has been filed as required therein.

Notary Public County

SCHEDULE "A"
STANDARD INSURANCE PROVISIONS
(DISTRICT)

1. Prior to commencing the services, and through the term of the Agreement, the Fire District shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Fire District shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Fire District and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Fire District shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County of Westchester for approval by the Director. Upon failure of the Fire District to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Fire District to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Fire District from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Fire District concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Fire District's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Fire District until such time as the Fire District shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Fire District maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Fire District. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Fire District shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- (a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York

State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov/>

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Workers' Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- (b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor
- (iv) Products and Completed Operations.

- (c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- (d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Fire District shall be endorsed to contain the following clauses:

- (a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that

the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Fire District.



George Latimer
County Executive

January 29, 2021

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Dear Honorable Members of the Board of Legislators:

Attached for your consideration is an Act which, if approved by your Honorable Board, would authorize the County of Westchester ("County"), acting by and through its Department of Emergency Services ("DES") to enter into an intermunicipal agreement with the Valhalla Fire District ("District") for a term of two (2) years commencing on January 1, 2021 and expiring on December 31, 2022. For the services to be provided, the District will be paid the aggregate amount not to exceed Ninety Thousand (\$90,000.00) Dollars, subject to appropriation. The County's agreement with the District for these same services expired on December 31, 2020.

In order to respond to the unique environments existing on the Grasslands Reservation, the District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. The proposed agreement is essential for the enhancement of fire protection on the Grasslands Reservation. More particularly, the District will be required to perform the following services:

(a) The District agrees to train with DES staff and develop a plan whereby the District may be called upon to operate District vehicles (if available) or DES vehicles to transport the Mass Decontamination Unit ("MDU") trailer, Rough Terrain Vehicle ("RTV") transport trailers, Mass Casualty Incident ("MCI") trailers or other types of equipment trailers owned by the County to emergency scenes in and around Westchester County. Said training shall be conducted with County staff and designees at a time and location to be determined by the County in consultation with the District. Said training shall include, but not be limited to, trailer/vehicle attachment and detachment, trailer tow vehicle safety instruction and familiarization with County driver policies and procedures.

The District shall supply and maintain a minimum of six (6) firefighters who have completed said training. Each identified firefighter must be capable of being pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator.

The District agrees to supply a qualified firefighter/driver within 30 minutes of the initial request to transport the trailer(s) to the scene upon request from the County Emergency Communications Center (ECC-60 Control), provided it has the trained personnel available to do so. The District will not be responsible, if after a good faith effort to locate a trained operator(s), it is unable to respond to a request for a driver. Should the District fail to respond to three (3) such requests during any calendar year of this Agreement, the County reserves the right to deem such failure to perform as a material breach and cancel the Agreement immediately. In the event the Agreement is so terminated, to the extent there are any unpaid fees, said fees shall be prorated to the date of termination.

(b) Participate in annual, joint training; site “walkthroughs”; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation w/ the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to the DES Director of Fire Services within thirty (30) days of occurrence.

(c) Maintain a minimum of twenty four (24) firefighters trained in the NYS Decontamination curriculum for the Fire District firefighters to operate upon request, the decontamination equipment at the Westchester Medical Center and the DES MDU. Training of the Fire District's firefighters will include familiarization with the process of erecting and operating decontamination equipment during emergencies in order to maintain a standard of fitness to competently operate said decontamination equipment.

(d) Requests for decontamination response will be placed by the Department of Emergency Services, Emergency Communications Center (ECC-60 Control) or the Westchester Medical Center, through the Department of Emergency Services, Emergency Communications Center (ECC-60 Control).

(e) Conduct at least one drill to demonstrate the capability to establish and operate the decontamination equipment in conjunction with Westchester Medical Center staff and the Grasslands Fire Brigade, County employees and designees. Said drill shall be scheduled jointly by the District and DES.

(f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.

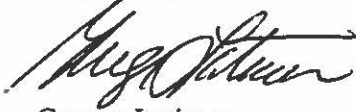
(g) Issue a quarterly report to the DES Commissioner by the last Friday of the month following the end of the previous quarter, i.e., the last Friday in the months of April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Reservation and report on the success of any special initiatives or projects.

The Planning Department has advised that based on its review the above contract is a “Type II” action under the State Environmental Quality Review Act, 6 NYCRR Section 617.5(c)(26). Type II actions are those actions determined not to have a significant effect on the environment and

therefore do not require further environmental review. As you know, your Honorable Board may use such expert advice to make its own conclusion.

I believe this Agreement to be in the best interest of the County and, therefore, recommend your favorable action on the annexed proposed Act.

Very truly yours,

A handwritten signature in black ink, appearing to read "George Latimer". The signature is fluid and cursive, with a long horizontal stroke at the end.

George Latimer
County Executive

GL/JMC/CMC
Attachments

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Executive forwarding for your Honorable Board's consideration an Act which, if approved, would authorize the County of Westchester ("County"), acting by and through its Department of Emergency Services ("DES") to enter into an intermunicipal agreement with the Valhalla Fire District ("District") for a term of two (2) years commencing on January 1, 2021 and expiring on December 31, 2022. For the services to be provided, the District will be paid the aggregate amount not to exceed Ninety Thousand (\$90,000.00) Dollars, subject to appropriation. The County's agreement with the District for these same services expired on December 31, 2020.

In order to respond to the unique environments existing on the Grasslands Reservation, the District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. The proposed agreement is essential for the enhancement of fire protection on the Grasslands Reservation. More particularly, the District will be required to perform the following services:

(a) The District agrees to train with DES staff and develop a plan whereby the District may be called upon to operate District vehicles (if available) or DES vehicles to transport the Mass Decontamination Unit ("MDU") trailer, Rough Terrain Vehicle ("RTV") transport trailers, Mass Casualty Incident ("MCI") trailers or other types of equipment trailers owned by the County to emergency scenes in and around Westchester County. Said training shall be conducted with County staff and designees at a time and location to be determined by the County in consultation with the District. Said training shall include, but not be limited to, trailer/vehicle attachment and detachment, trailer tow vehicle safety instruction and familiarization with County driver policies and procedures.

The District shall supply and maintain a minimum of six (6) firefighters who have completed said training. Each identified firefighter must be capable of being pre-

cleared by the County Office of Risk Management as a qualified motor vehicle operator.

The District agrees to supply a qualified firefighter/driver within 30 minutes of the initial request to transport the trailer(s) to the scene upon request from the County Emergency Communications Center (ECC-60 Control), provided it has the trained personnel available to do so. The District will not be responsible, if after a good faith effort to locate a trained operator(s), it is unable to respond to a request for a driver. Should the District fail to respond to three (3) such requests during any calendar year of this Agreement, the County reserves the right to deem such failure to perform as a material breach and cancel the Agreement immediately. In the event the Agreement is so terminated, to the extent there are any unpaid fees, said fees shall be prorated to the date of termination.

(b) Participate in annual, joint training; site "walkthroughs"; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation w/ the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to the DES Director of Fire Services within thirty (30) days of occurrence.

(c) Maintain a minimum of twenty four (24) firefighters trained in the NYS Decontamination curriculum for the Fire District firefighters to operate upon request, the decontamination equipment at the Westchester Medical Center and the DES MDU. Training of the Fire District's firefighters will include familiarization with the process of erecting and operating decontamination equipment during emergencies in order to maintain a standard of fitness to competently operate said decontamination equipment.

(d) Requests for decontamination response will be placed by the Department of Emergency Services, Emergency Communications Center (ECC-60 Control) or the Westchester Medical Center, through the Department of Emergency Services, Emergency Communications Center (ECC-60 Control).

(e) Conduct at least one drill to demonstrate the capability to establish and operate the decontamination equipment in conjunction with Westchester Medical Center staff and the Grasslands Fire Brigade, County employees and designees. Said drill shall be scheduled jointly by the District and DES.

(f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.

(g) Issue a quarterly report to the DES Commissioner by the last Friday of the month following the end of the previous quarter, i.e., the last Friday in the months of April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Reservation and report on the success of any special initiatives or projects.

The Planning Department has advised that based on its review the proposed contract is a "Type II" action under the State Environmental Quality Review Act ("SEQRA"), 6 NYCRR Section 617.5(c)(26), which is an action determined not to have a significant effect on the environment and therefore does not require further environmental review. Your Committee concurs with this conclusion.

An affirmative vote of a majority of the voting strength of your Honorable Board is required for approval of the attached Act.

Your Committee has carefully considered the proposed Act and believes it to be in the best interest of the County and, therefore, recommends your Honorable Board's favorable action on the annexed proposed Act.

Dated: _____, 2021
White Plains, New York

COMMITTEE ON

C:CMC.01.29.2021

FISCAL IMPACT STATEMENT

SUBJECT: Valhalla Fire District

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 45,000

Total Current Year Revenue \$ -

Source of Funds (check one): Current Appropriations Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: 101 20 1000 4420

Potential Related Operating Budget Expenses: Annual Amount \$45,000

Describe: IMA with Valhalla FD for fire suppression services for the term of two (2) years commencing on January 1, 2021 and expiring on December 31, 2022 in an amount NTE \$90,000 for two years.

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: _____

Next Four Years: _____

Prepared by: Linda Luddy

Title: Program Specialist - Grants

Department: Emergency Services


Date: January 25, 2021

Reviewed By: 

Budget Director

Date: 2/8/21

TO: Richard G. Wishnie, Commissioner
Department of Emergency Services

FROM: David S. Kvinge, AICP, RLA, CFM 
Director of Environmental Planning

DATE: January 25, 2021

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR AGREEMENTS
WITH VALHALLA AND HAWTHORNE FIRE DISTRICTS**

PROJECT/ACTION: Intermunicipal agreements with the Valhalla Fire District and Hawthorne Fire District for the provision of firefighting-related services in connection with the County's Grasslands Reservation, as well as for assistance in operating emergency vehicles and decontamination equipment within the County if needed, for the years 2021 and 2022.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

- DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)**
- MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTION 617.5(c)(26):**
routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment.

COMMENTS: None

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Norma Drummond, Commissioner
Carla Chaves, Assistant County Attorney
Linda Luddy, Department of Emergency Services
Claudia Maxwell, Associate Environmental Planner

ACT NO. 2021-_____

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Valhalla Fire District to provide specialized training and fire suppression services for a two (2) year term commencing on January 1, 2021 and expiring on December 31, 2022 in an aggregate amount not to exceed Ninety Thousand (\$90,000.00) Dollars.

BE IT ENACTED by the County Board of the County of Westchester as follows:

Section 1. The County of Westchester is hereby authorized to enter into an intermunicipal agreement with the Valhalla Fire District ("District") for a term of two (2) years commencing on January 1, 2021 and expiring on December 31, 2022.

§2. The District will participate in specialized training and activities with the Grasslands Fire Brigade and furnish, at its sole cost and expense, equipment appropriate to prepare for fire suppression activities and rescue operations on the Grasslands Reservation. For the services to be provided, the District will be paid the aggregate amount not to exceed Ninety Thousand (\$90,000.00) Dollars, subject to appropriation.

§3. The County Executive or his authorized designee be and hereby is authorized and empowered to execute instruments and take all action necessary and appropriate to accomplish the purposes hereof.

§4. This Act shall take effect immediately.

THIS AGREEMENT ("Agreement"), made this _____ day of _____, 2021, by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601 (hereinafter referred to as the "County")

and

THE VALHALLA FIRE DISTRICT, a political subdivision of the State of New York and a district corporation existing pursuant to the Laws of the State of New York, having an office and principal place of business at 330 Columbus Avenue Valhalla, NY 10595 (hereinafter referred to as the "Fire District" or "District")

W I T N E S S E T H

WHEREAS, in order to respond to the unique environments existing at the property commonly known as Grasslands Reservation ("Grasslands Reservation"), the County, acting by and through its Department of Emergency Services ("DES") desires to obtain the services of the Fire District to enhance fire protection on the Grasslands Reservation; and

WHEREAS, the Fire District desires to participate in specialized activities and furnish certain fire suppression services on the Grasslands Reservation for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The Fire District will be required to perform the following services:

- (a) The District agrees to train with DES staff and develop a plan whereby the District may be called upon to operate District vehicles (if available) or DES vehicles to transport the Mass Decontamination Unit ("MDU") trailer, Rough Terrain Vehicle ("RTV") transport trailers, Mass Casualty Incident ("MCI") trailers or other types of equipment trailers owned by the County to emergency scenes in and around Westchester County. Said training shall be conducted with County staff and designees at a time and location to be determined by the

County in consultation with the District. Said training shall include, but not be limited to, trailer/vehicle attachment and detachment, trailer tow vehicle safety instruction and familiarization with County driver policies and procedures. The District shall supply and maintain a minimum of six (6) firefighters who have completed said training. Each identified firefighter must be capable of being pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator.

The District agrees to supply a qualified firefighter/driver within 30 minutes of the initial request to transport the trailer(s) to the scene upon request from the County Emergency Communications Center (ECC-60 Control), provided it has the trained personnel available to do so. The District will not be responsible, if after a good faith effort to locate a trained operator(s), it is unable to respond to a request for a driver. Should the District fail to respond to three (3) such requests during any calendar year of this Agreement, the County reserves the right to deem such failure to perform as a material breach and cancel the Agreement immediately. In the event the Agreement is so terminated, to the extent there are any unpaid fees, said fees shall be prorated to the date of termination.

(b) Participate in annual, joint training; site “walkthroughs”; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation w/ the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to DES Director of Fire Services within thirty (30) days of occurrence.

(c) Maintain a minimum of twenty four (24) firefighters trained in the NYS Decontamination curriculum for the Fire District firefighters to operate upon request, the decontamination equipment at the Westchester Medical Center and the DES MDU. Training of the Fire District's firefighters will include familiarization with the process of erecting and operating decontamination equipment during emergencies in order to maintain a standard of fitness to competently operate said decontamination equipment.

(d) Requests for decontamination response will be placed by the Department of Emergency Services, Emergency Communications Center (ECC-60 Control) or the Westchester Medical Center, through the Department of Emergency Services, Emergency Communications Center (ECC-60 Control).

(e) Conduct at least one drill to demonstrate the capability to establish and operate the decontamination equipment in conjunction with Westchester Medical Center staff and the Grasslands Fire Brigade, County employees and designees. Said drill shall be scheduled jointly by the District and DES.

(f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.

(g) Issue a quarterly report to the Commissioner (as defined below) by the last Friday of the month following the end of the previous quarter, i.e., April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Reservation and report on the success of any special initiatives or projects.

SECOND: For the services rendered pursuant to Paragraph "FIRST", the Fire District shall be paid an amount not to exceed FORTY-FIVE THOUSAND AND 00/100 (\$45,000.00) DOLLARS for each year of the Agreement, for a total aggregate amount not to exceed NINETY THOUSAND AND 00/100 (\$90,000.00) DOLLARS during the term of this Agreement, payable in accordance with the following schedule:

10% - due by March 1
30% - due by May 1
30% - due by August 1
30% - due by November 1

Any and all requests for payment shall be submitted by the Fire District on properly executed payment vouchers of the County and paid only after approval by the County Commissioner of Emergency Services (the "Commissioner"). To qualify for payment, the Fire District must be compliant with the quarterly progress submission as outlined in Paragraph "FOURTH".

All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating.

THIRD: The services to be performed pursuant to the terms of this Agreement shall be deemed to commence retroactively on January 1, 2021 and shall terminate on December 31, 2022.

FOURTH: The Fire District shall submit a written quarterly report to the Commissioner by the last Friday of the month following the end of the previous quarter, to wit: the last Friday in

the months of April, July, October and January. Such report shall itemize and provide a summary for the previous quarter's activities, and shall contain information on all services rendered and work performed by the Fire District pursuant to this Agreement. The report should also include a synopsis on the success of any special initiatives or projects. Nothing herein shall be construed to diminish the authority of the Chief of the District or his/her designated line officer when the District is considered to be on duty.

FIFTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Fire District, then the Fire District shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right

to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Fire District, then the Fire District shall have the right to terminate this Agreement upon reasonable prior written notice.

SIXTH: (a) The County, upon ten (10) business days' written notice, may terminate this Agreement in whole or in part when the County deems it to be in the County's best interest.

(b) In the event the District determines that there has been a material breach by the County of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the County of written notice thereof, the District, in addition to any other right or remedy it might have, may terminate this Agreement, such termination being effective on the ten (10th) day.

(c) In the event the County determines that there has been a material breach by the District of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the District of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement, such termination being effective on the ten (10th) day.

SEVENTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Fire District shall not subcontract any part of the work without the written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Fire District.

EIGHTH: Nothing in this Agreement shall be misconstrued to diminish or affect the right of the Fire District to summon "Mutual Aid" when necessary in the judgment of the District Officer in charge.

NINTH: The Fire District shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the Fire District.

TENTH: The Fire District agrees to maintain insurance as set forth in the insurance requirements contained in Schedule “A” entitled “Standard Insurance Provisions”, attached hereto and made a part hereof.

ELEVENTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County: Commissioner of Emergency Services
County of Westchester
4 Dana Road
Valhalla, New York 10595

with a copy to: County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Fire District: The Valhalla Fire District
PO Box 228
Valhalla, New York 10595

Notice shall be effective on the date of receipt.

TWELFTH: All payments made by the County to the Fire District will be made by electronic funds transfer pursuant to the County’s Vendor Direct program. The Fire District acknowledges that it is already enrolled in the County’s Vendor Direct Program and agrees that if there are changes to the information contained in the authorization forms it will notify the Westchester County Finance Department directly.

THIRTEENTH: The Fire District expressly agrees that neither it nor any consultant, subconsultant, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual

orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Fire District acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

FOURTEENTH: All records or recorded data of any kind compiled by the Fire District in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, computer printouts, graphs, charts, and all other similar recorded data, shall become and remain the property of the County. The Fire District may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Commissioner. The County shall have the right, at no additional cost to the County, to reproduce and publish such records, if it so desires.

FIFTEENTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

SIXTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

SEVENTEENTH: This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

EIGHTEENTH: This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.

IN WITNESS WHEREOF, the County of Westchester and the Fire District have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Commissioner of Emergency Services

THE VALHALLA FIRE DISTRICT

By: _____
(Authorized Signatory)
Name: _____
Title: _____

Approved by the Board of Legislators of the County of Westchester at a meeting duly held on the ____ day of _____, 2021 by Act No. 2021-__.

Approved as to form and manner of execution:

Assistant County Attorney
The County of Westchester
2021 Valhalla FD Agreement.cmc.01.21.2021.docx

FIRE DISTRICT ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 2021,
_____, known to me, or proven on the basis of satisfactory evidence,
to be the individual who has subscribed to the within instrument, personally appeared before me
and acknowledged to me that she/he executed the same in his/her duly authorized capacity, and
that by his/her signature on the instrument, the individual, or the person on whose behalf the
individual acted, executed the instrument and acknowledged, if operating under a trade name, that
the certificate required by the New York State General Business Law, Section 130 has been filed
as required therein.

Notary Public

SCHEDULE "A"
STANDARD INSURANCE PROVISIONS
(DISTRICT)

1. Prior to commencing the services, and through the term of the Agreement, the Fire District shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Fire District shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Fire District and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Fire District shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County of Westchester for approval by the Director. Upon failure of the Fire District to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Fire District to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Fire District from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Fire District concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Fire District's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Fire District until such time as the Fire District shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Fire District maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Fire District. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Fire District shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- (a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York

State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov/>

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Workers' Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- (b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor
- (iv) Products and Completed Operations.

- (c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Fire District shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that

the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause “other insurance provisions” in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Fire District.