

ACT NO. ____ - 2024

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Croton Falls Fire District to lease a 2015 generator to the Fire District for use as a backup generator for its emergency radio communication equipment.

NOW, THEREFORE, BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into an inter-municipal agreement (“IMA”) with the Croton Falls Fire (the “District”) to lease to the District a 2015 generator for the District to use as a backup generator for its emergency radio communication equipment located on a communication facility owned by Crown Atlantic Company, LLC, located on District-owed real property at 40 Sun Valley Drive, Croton Falls, New York in the Town of North Salem.

§2. The IMA shall be for a term commencing upon execution and terminating five (5) years thereafter, unless sooner terminated as provided for in the IMA.

§3. The County Executive or his authorized designee is empowered to execute any and all documents necessary and appropriate to effectuate the purposes hereof.

§4. This Act shall take effect immediately.

THIS INTERMUNICIPAL AGREEMENT (the "Agreement") made this ____ day of _____ 2024 (the "Effective Date") 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

CROTON FALLS FIRE DISTRICT, a political subdivision of the State of New York and a district existing pursuant to the laws of the State of New York, having an office and place of business at 301 Titicus Road, North Salem, New York 10560 (hereinafter referred to as the "District")

WITNESSETH:

WHEREAS, in 2015, the County, through its Department of Emergency Services (the "Department"), acquired the following generator:

30kW diesel generator:
Model: C30 D6
S/N: H150864055
Spec: A
Fuel Cap: 277 usable

(the "2015 GENERATOR"); and

WHEREAS, the County no longer has need for the 2015 GENERATOR; and

WHEREAS, the District wishes to lease the 2015 GENERATOR from the County to use as a backup generator for its emergency radio communication equipment located within the communication facility of Crown Atlantic Company, LLC ("Crown Communication Facility") at 40 Sun Valley Drive in North Salem, New York, and, for this reason, the parties now desire to enter into the IMA for a five (5) year term.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree as follows:

1. **2015 GENERATOR**: The County hereby leases to the District the 2015 GENERATOR, as further identified in Schedule "A," annexed hereto and made a part hereof, according to the terms set forth in this Agreement.

2. **CONSIDERATION**: In consideration for the lease of the 2015 GENERATOR, the District agrees to pay the County the sum of One (\$1.00) Dollar. As additional consideration, the District shall utilize, repair and maintain the 2015 GENERATOR as a backup generator for its emergency communication equipment located on the Crown Communication Facility.

3. **USE**: The District agrees to utilize the 2015 GENERATOR solely as a backup generator for its emergency radio communication equipment located at the Crown Communication Facility.

4. **TITLE**: The County shall cause the 2015 GENERATOR to be tendered to the District within ten (10) days of execution of this Agreement and will furnish to the District documentation of the County's title to the 2015 GENERATOR. Title shall remain in the name of the County. The County may place, or cause to be placed upon the 2015 GENERATOR, identification symbols denoting ownership by the County. Such marking shall be affixed in accordance with the County's directions and which shall not be removed by the District.

The District shall execute, or cause to be executed, any documents deemed necessary by the County including, but not limited to, Uniform Commercial Code and release of lien forms to enable the County to file, register or record this lease or any other document deemed desirable by the County to protect the County's title to the 2015 GENERATOR. The District shall keep the 2015 GENERATOR free and clear of all levies, liens and encumbrances.

5. **DISCLAIMERS**: The County makes no warranties of any kind, either directly or indirectly, express or implied, as to the condition of the 2015 GENERATOR or any part thereof, including but not limited to, the 2015 GENERATOR's durability, merchantability or fitness for any particular purpose, except that the County warrants that it has title to the 2015

GENERATOR at the time of delivery. The District accepts the 2015 GENERATOR "AS IS" in all respects.

6. **TERM:** The term of this Agreement shall commence upon the Effective Date and continue for a period of five (5) years thereafter, unless terminated sooner in accordance with the provisions hereinafter set forth. Upon the expiration or termination of this Agreement, the District will take all action appropriate and necessary to return the 2015 GENERATOR to the County in a timely fashion.

7. **EXTERIOR AND INTERIOR ADVERTISING:** No exterior or interior advertising may be placed upon the 2015 GENERATOR. The District may apply lettering and/or insignia to the 2015 GENERATOR with the prior written approval and sign-off on design sketch by the Commissioner of the Westchester County Department of Emergency Services and the Westchester County Department of Public Works and Transportation (the "DPWT Commissioner").

8. **CHARGES, FEES AND EXPENSES:** The District shall be responsible for the payments for any taxes, charges, inspection fees, or other costs, imposed upon the 2015 GENERATOR or the operation thereof, whether such taxes, charges, fees or other costs are levied against the District or the County. In addition, the District shall pay all expenses, except titling, in connection with the use and operation of the 2015 GENERATOR during the term of this Agreement including, but not limited to, fuel, oil, grease, repairs, maintenance, or other expenses thereof.

9. **INSPECTION/ACCESS:** The County shall have the right to inspect the 2015 GENERATOR on two (2) days' notice to the District. The County shall make reasonable efforts, however, not to unduly interfere with the operations or maintenance schedules of the District. The County inspectors shall be allowed on the premises where the 2015 GENERATOR is stored without the necessity of written permission, after identifying to the District their status as County employees. The making of any inspections shall begin promptly upon presentation of the 2015 GENERATOR and be carried through to completion as expeditiously as possible. In addition to the County, the District shall also permit any authorized representative of the State,

Federal or other governmental agency to inspect the 2015 GENERATOR as well as all relevant data and records. The District shall also permit the above named persons to audit the books, records and accounts of the District relating to the 2015 GENERATOR covered by this Agreement, as may be deemed necessary by the aforementioned persons.

The County reserves the right to designate a specific time and place, either at the Crown Communication Facility or at some other located designated by the County, for inspection of the 2015 GENERATOR in accordance with this paragraph "9". The District shall comply with any such direction from the County.

10. **REPAIRS, PARTS AND REQUIREMENTS:** The District shall be solely responsible to make all necessary repairs to the 2015 GENERATOR, at its own cost and expense, to ensure, among other things, the safe operation and continuity of the services contemplated hereunder. The design, quality and component parts of the repairs will conform to all applicable requirements and to all applicable standards. Rebuilt parts must be factory replacement parts, parts purchased from a reputable supply house which deals in replacement parts, or rebuilt parts equal to or better than those originally installed in the 2015 GENERATOR.

11. **MAINTENANCE:** The District, at its own cost and expense, shall be solely responsible to maintain the 2015 GENERATOR in good working order and repair in accordance with the manufacturer's manual, instructions and/or warranty requirements and as directed by the DPWT Commissioner. In the event of a dispute regarding maintenance, alteration, or repair of the 2015 GENERATOR, the reasonable and good faith determination of the DPWT Commissioner shall be final. The District shall maintain the 2015 GENERATOR in a manner whereby the 2015 GENERATOR shall be kept clean and have exteriors free of grime, cracks and breaks, dents and damaged paint that detract from the overall appearance of the 2015 GENERATOR.

The County shall have the right to inspect the 2015 GENERATOR and the District's records with respect thereto as shall be reasonably necessary to confirm the District's proper maintenance of the 2015 GENERATOR, on two (2) days' notice at a location in the District. The District shall, as promptly as possible, correct any unsatisfactory items reported by such

inspections. The DPWT Commissioner may reasonably order repairs to be made at any time to ensure that the 2015 GENERATOR is safe and dependable in accordance with the requirements of this Agreement. Should the 2015 GENERATOR require repairs attributable to such circumstances, including, but not limited to, fires or repair attributable to other circumstances, the District shall immediately make all necessary repairs, subject to the availability of required materials and supplies, to ensure that the 2015 GENERATOR is safe and operable.

The District shall not perform any material alteration to the 2015 GENERATOR without the County's prior written consent. All repairs, additions and improvements made to the 2015 GENERATOR, in particular such repairs, additions and improvements which are meant to be permanently affixed to the 2015 GENERATOR, shall belong to the County and shall become part of the 2015 GENERATOR. All such repairs, additions and improvements shall be reported to the County. If the County consents, any alterations may be removed from the 2015 GENERATOR prior to their return to the County upon the termination of this Agreement.

If the 2015 GENERATOR is in any manner improperly maintained, or if the District fails to make necessary repairs as heretofore provided, the County may, in addition to any other rights or remedies it may have now or hereafter existing at law or in equity, repossess the 2015 GENERATOR with or without a court order or other process of law, wherever it may be located, and effectuate the necessary repairs, provided however, that the District may defeat such right of the County to repossess the 2015 GENERATOR by curing the default complained of within ten (10) days or, if not within such notice period, by promptly commencing to correct the default and diligently pursuing all necessary and appropriate action to affect such cure. The District waives any and all claims against the County with respect to such taking of possession and agrees to remit the cost of any County repairs within thirty (30) days of receipt of a County claim therefor.

12. **COMPLIANCE WITH LAW:** The District shall comply with all governmental laws, regulations and rules with respect to the use, maintenance and operation of the 2015 GENERATOR. If any part of such unit shall be required to be changed or replaced, or if any additional or other part is required to be installed on such unit in order to comply with laws, regulations, requirements and rules, the District agrees to make such changes, additions and replacements; and the District agrees to maintain the 2015 GENERATOR in full compliance

with such laws, regulations, requirements and rules during the term of this Agreement. The provisions of this Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the Laws of the State of New York and applicable Federal laws.

The District shall ensure that any persons authorized to repair or maintain the 2015 GENERATOR are properly trained and have all applicable licenses required by law.

13. **REPORTS:**

(a) The District shall prepare and deliver to the DES Commissioner at least annually, or as requested by the County, all information which is needed by the County to prepare any reports required to be filed with any Federal, State or other regulatory authority or agency by reason of the ownership by the County of the 2015 GENERATOR or the leasing of the 2015 GENERATOR to the District or operation of the contracted service.

(b) The District shall maintain reports of all maintenance and repairs performed on the 2015 GENERATOR in accordance with the terms of this Agreement, and such reports shall be available and subject to inspection by the County upon the County's request, within two days of such request.

(c) The District shall conform its reports to any format reasonably requested by the DES Commissioner.

14. **INDEMNIFICATION AND INSURANCE:** In addition to and not in limitation of the insurance provisions contained in Schedule "B" attached hereto and made a part hereof, the District agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the District shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the use, maintenance or repair of the 2015 GENERATOR by the District or third parties under the direction or control of the District; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) In the event the District does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the District shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

15. **ASSIGNMENT**: The District shall not assign, transfer or encumber its leasehold interest in the 2015 GENERATOR under this Agreement without the prior written consent of the County. The District shall not, without the prior written consent of the County, surrender possession or control of, or suffer or allow the 2015 GENERATOR to pass out of its possession or control, except for the purpose of performing repairs and maintenance.

16. **TERMINATION**: (a) In the event the District defaults in the performance of any term, condition or covenant herein contained, the County at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or other lawful remedy, may terminate this Agreement upon ten (10) days written notice to the District, provided however, that the District may defeat such termination notice by curing the default complained of within such notice period or, if not within such notice period, by promptly commencing to correct the default and diligently pursuing all necessary and appropriate action to affect such cure. Upon a second default by the District, the County at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or any other lawful remedy, may terminate this Agreement upon written notice to the District.

(b) Either party, upon forty-five (45) days notice to the other party, may terminate this Agreement in whole or in part when it deems termination to be in its best interest.

Upon termination, all rights of the District to the use of the 2015 GENERATOR shall absolutely cease and terminate as though this Agreement had never been made, but the District

shall remain liable as hereinafter provided; and thereupon the County may, by its agents, enter upon the premises where the 2015 GENERATOR may be located and take possession of the 2015 GENERATOR and thenceforth hold, possess and enjoy the same free from any right of the District or its successors or assigns, to use the 2015 GENERATOR for any purposes whatsoever; but the County shall, nevertheless, have the right to recover from the District any damages and expenses in addition thereto, including reasonable attorneys' fees, which the County shall have sustained by reason of the breach of any covenant of this Agreement. The County shall take immediate possession of the 2015 GENERATOR leased hereunder, wherever found, with or without process of law, and the County shall not be responsible for any damages which the District sustains by virtue of said act.

17. **REPOSSESSION**: Immediately upon expiration or termination of this Agreement, the District will, at its sole cost and expense, at the request of the County, deliver possession of the 2015 GENERATOR to the County at any location within Westchester County as the County may designate whereupon the District shall affect such delivery within twenty-four (24) hours of receipt of such designation in writing from the County to the District. For the purpose of delivering possession of the 2015 GENERATOR to the County as above required, the District shall, at its own expense and cost:

- (a) Forthwith deliver such 2015 GENERATOR to a location within Westchester County as the County may designate; and
- (b) The District is hereby obligated to deliver the 2015 GENERATOR in complete and operable condition as set forth in Paragraph "18"; and
- (c) If the District fails to deliver the 2015 GENERATOR, the County has the right to repossess the 2015 GENERATOR without notice or demand, with or without a court order or other process of law, wherever it may be located and the District waives all claims against the County with respect to such taking of possession.

"Possession" in this paragraph is defined to include both the taking of the 2015 GENERATOR into the County's physical custody, and/or the mailing and/or personal delivery to

the District of a notification in writing that the County elects to take constructive possession of the 2015 GENERATOR wherever located.

18. **WEAR AND TEAR:** On expiration or termination of this Agreement, the District shall deliver the 2015 GENERATOR in accordance with Paragraph "17", complete and operable, excepting normal wear and tear.

19. **LOSS, THEFT, DAMAGE OR DESTRUCTION AND SETTLEMENT:** The District shall bear all risks of damage, loss, theft, or destruction, partial or complete, of the 2015 GENERATOR or any portion, thereof, including acts of its employees and servants. Any resultant replacement, repairs, or substitution of parts of the 2015 GENERATOR, shall be at the sole cost and expense of the District. In the event of any loss, theft, or destruction of the 2015 GENERATOR or damage thereof, the District shall promptly notify the DES Commissioner both by phone and in writing and dispose of the 2015 GENERATOR and records in accordance with instructions from the County. In all instances, the District shall either repair the 2015 GENERATOR to the same standard or condition required under this Agreement, or, subject to prior written approval of the County, replace the entire 2015 GENERATOR with another generator of comparable condition and specifications which is acceptable to the DES Commissioner.

Replacement of the entire 2015 GENERATOR shall be at the County's sole discretion. Should the County instruct the District to replace the 2015 GENERATOR lost, stolen, damaged or destroyed, the District shall do so at its sole expense. Upon acceptance and placing in service of the replaced 2015 GENERATOR by the District, title to said replacement 2015 GENERATOR shall be vested in the County. Should the County elect not to have a 2015 GENERATOR replaced by the District, the County shall be entitled to any settlement proceeds that the District may receive, including but not limited to insurance proceeds plus the District's insurance policy deductible amount and salvage value, if any. Said proceeds shall be made payable to the County either by credit against any claims due and owing the District or by a direct payment at the County's sole option. The District shall not accept such settlement proceeds without first giving the County an opportunity to have the 2015 GENERATOR

inspected by its own adjuster and without first obtaining the County's prior written consent to such settlement amount.

The County shall not be liable for any special, incidental or consequential damages or for loss, damage or expense directly or indirectly arising from the District's use of or inability to use the 2015 GENERATOR, or for personal injury or loss or destruction of other property, or from any other cause connected with this Agreement whatsoever.

20. **NO CLAIMS FOR INTERRUPTED SERVICE:** The District shall not make any claim against the County whatsoever by reason of damage to or loss of the 2015 GENERATOR or any part(s) thereof, or by reason of any interruption, from whatever cause, in the use, operation or possession of the 2015 GENERATOR or any part(s) thereof.

21. **NON-WAIVER:** The remedies in this Agreement provided in favor of the County shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor provided by law. The failure of the County to exercise the rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

22. **NOTIFICATION:** Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted by this Agreement to be made upon, given, furnished or filed with a party by another party shall be in writing and shall be delivered by hand, overnight mail, or sent by registered or certified mail postage prepaid, to the respective address as set forth below, or to such other address as the respective parties hereto may designate in writing:

To the County:

Commissioner
Westchester County Department of Public Works and Transportation
148 Martine Avenue
White Plains, NY 10601

And to

Commissioner
Westchester County Department of Emergency Services

4 Dana Road
Valhalla, New York 10595

With a copy to:

Office of the County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the District:

Commissioner
Croton Falls Fire District
301 Titicus Road
North Salem, New York 10560

Notices shall be effective on the date of receipt. Either party to the Agreement may redesignate the recipient or change the address of the recipient of notification hereunder by written notification to the other party to this Agreement of such change.

23. **NON-DISCRIMINATION**: The District expressly agrees that neither it nor any contractor, subcontractor, 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 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.

24. **SEVERABILITY**: This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein or by other written agreement. If any provision herein is invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions.

25. **ENFORCEMENT**: This Agreement shall not be enforceable until signed by the parties and approved by the Office of the County Attorney.

26. **GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

THE COUNTY OF WESTCHESTER:

By: _____
Commissioner of Public Works
and Transportation

CROTON FALLS FIRE DISTRICT:

By: _____
Name and Title

Approved by the Westchester County Board of Legislators by Act No. _____ at a meeting duly held on the ____ day of _____, 2024.

Approved:

Associate County Attorney
County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2024 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(DISTRICT)

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

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

a municipal 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 District was, at the time of execution

(Title of such person)

of the District and that said agreement was duly signed for and on behalf of said District by authority of its Board of _____, 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 2024 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

Notary Public

SCHEDULE "A"

DESCRIPTION OF 2015 GENERATOR TO BE LEASED

30kW diesel generator:

Model: C30 D6

S/N: H150864055

Spec: A

Fuel Cap: 277 usable

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS **(District)**

1. Prior to commencing work, and throughout the term of the Agreement, the 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. 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 either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the District and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the 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 for approval by the Director. Upon failure of the 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 District to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the 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 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 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 District until such time as the District shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the 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 District. Any available

insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The 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 Worker's 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 of Westchester for both on-going and completed operations.

- 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 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 District.