



Kenneth W. Jenkins  
County Executive

June 13, 2025

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("Westchester County"), acting by and through its Department of Emergency Services ("DES"), to enter into an intermunicipal agreement ("IMA") with the County of Putnam ("Putnam County"), pursuant to which both counties will permit the reciprocal programming of each other's radio communication systems into each other's end user radios, whether mobile, portable or fixed station radios and whether owned by either county or owned by local Fire and EMS agencies ("Subscribers") within their respective counties.

I have been advised that each county will retain ownership, control and responsibility and hold the FCC license for its own radio communication system, and neither county shall take any action that causes the other party to be in violation of its FCC license.

Further, I have been advised that the programming provided for in the IMA is not intended to replace each county's existing radio programming for in-county and day to day operations, and each county shall keep its existing radio communication system.

Also, each county will agree to sign, and require its local Fire and EMS agencies sign, any license agreement required of the other county to use the other County's radio communication system and agree to the user guidelines, policies and procedures for use of the other county's radio communication system.

Any license agreements for permission to use Westchester County's trunked radio communication system will be subject to the Westchester County receiving approval from the Westchester County Board of Acquisition and Contract.

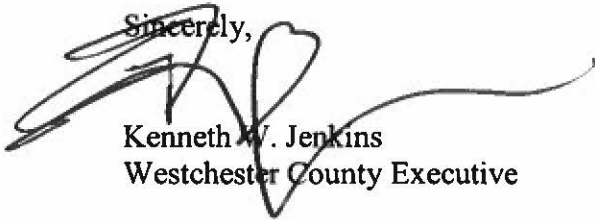
The public purpose of the IMA is to improve and enhance interoperability, public safety communications, and mutual aid. Reciprocal assistance and mutual aid between the counties and their respective Fire and EMS agencies will be authorized and coordinated through Westchester County's fire communication center and Putnam County's fire communication center.

The term of the proposed IMA will commence retroactively on May 1, 2025 and expire five (5)

years thereafter, unless sooner terminated as set forth in the IMA.

I respectfully recommend your Honorable Board's approval of the attached Act.

Sincerely,

A handwritten signature in black ink, appearing to read 'KWJ', with a long, sweeping horizontal line extending to the right.

Kenneth W. Jenkins  
Westchester County Executive

KWJ/ran  
Attachments

**HONORABLE BOARD OF LEGISLATORS  
THE COUNTY OF WESTCHESTER, NEW YORK**

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act which, if adopted by your Honorable Board, would authorize the County of Westchester ("Westchester County"), acting by and through its Department of Emergency Services ("DES"), to enter into an intermunicipal agreement ("IMA") with the County of Putnam ("Putnam County"), pursuant to which both counties will permit the reciprocal programming of each other's radio communication systems into each other's end user radios, whether mobile, portable or fixed station radios and whether owned by either county or owned by local Fire and EMS agencies ("Subscribers") within their respective counties.

Your Committee has been advised that each county will retain ownership, control and responsibility for its own radio communication system and hold the FCC licenses for its own radio communication system, and neither county shall take any action that causes the other party to be in violation of its FCC license.

Your Committee is further advised that the programming provided for in the IMA is not intended to replace each county's existing radio programming for in-county and day to day operations, and each county shall keep its existing radio communication system.

Your Committee is further advised that each county will agree to sign, and require its local Fire and EMS agencies sign, any license agreement required of the other county to use the other county's radio communication system and agree to the user guidelines, policies and procedures for use of the other county's radio communication system. Any license agreements

for permission to use Westchester County's trunked radio communication system will be subject to the Westchester County receiving approval from the Westchester County Board of Acquisition and Contract.

Your Committee is further advised that the public purpose of the IMA is to improve and enhance interoperability, public safety communications and mutual aid. Reciprocal assistance and mutual aid between the counties and their respective Fire and EMS agencies will be authorized and coordinated through the Westchester County's fire communication center and Putnam County's fire communication center.

Your Committee is further advised that the term of the proposed IMA will commence retroactively on May 1, 2025 and expire five (5) years thereafter, unless sooner terminated as set forth in the IMA.

The Planning Department has advised that the proposed IMA does not meet the definition of an "action" under New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning, dated January 14, 2025, which is on file with the Clerk of the Board of Legislators.

Your Committee has been advised that 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 and recommends approval of the attached Act.

Dated: \_\_\_\_\_, 2025  
White Plains, New York

**COMMITTEE ON**

# FISCAL IMPACT STATEMENT

SUBJECT: IMA -Putnam County -Radio Systems

☒ 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 \$ -

Total Current Year Revenue \$ -

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

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: N/A

Potential Related Operating Budget Expenses:

Annual Amount N/A

Describe: An Act authorizing the County to enter into an IMA with Putnam County for the reciprocal programming of each other's radio communication systems into each other's end user radios for interoperability , public safety communications and mutual aid purposes.

Potential Related Operating Budget Revenues:

Annual Amount N/A

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Current Year: N/A

Next Four Years: N/A

Prepared by: Patricia Haggerty

Title: Sr. Budget Analyst

Department: Budget

Date: June 16, 2025

Reviewed By: PH

Budget Director

Date: 6/16/25

**ACT NO. 2025 - \_\_\_\_\_**

**AN ACT** authorizing the County of Westchester, acting by and through its Department of Emergency Services, to enter into an intermunicipal agreement with Putnam County pursuant to which the counties will permit the reciprocal programming of each other's radio communication systems into each other's end user radios in order to improve interoperability, public safety communications and mutual aid.

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

**Section 1.** The County of Westchester ("Westchester County"), acting by and through its Department of Emergency Services, is hereby authorized to enter into an intermunicipal agreement ("IMA") with the County of Putnam ("Putnam County"), pursuant to which both the counties will permit the reciprocal programming of each other's radio communication systems into each other's end user radios, whether mobile, portable or fixed station radios and whether owned by either county or owned by local Fire and EMS agencies ("Subscribers") within their respective counties in order to improve interoperability, public safety communications and mutual aid, for a term commencing retroactively on May 1, 2025 and expiring five (5) years thereafter, unless sooner terminated as provided for in the IMA.

**§2.** Each county will retain ownership, control and responsibility for its own radio communication system.

**§3.** Each county will agree to sign, and require its local Fire and EMS agencies sign, any license agreement required of the other county to use the other county's radio communication system and agree to the user guidelines, policies and procedures for use of the other county's radio communication system. Any license agreements for permission to use Westchester County's trunked radio communication system will be subject to the County receiving approval from the Westchester County Board of Acquisition and Contract.

**§4.** The County Executive or his authorized designee is hereby authorized and empowered to execute any and all documents and take all actions necessary and appropriate to effectuate the purposes hereof.

**§5.** This Act shall take effect immediately.

**THIS INTERMUNICIPAL AGREEMENT** (the "Agreement"), made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ 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 "Westchester County")

and

**THE COUNTY OF PUTNAM**, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the "Putnam County").

(The "Westchester County" and "Putnam County" are referred to collectively as the "parties" or "counties".)

**W I T N E S S E T H:**

**WHEREAS**, Westchester County operates a trunked radio communication system for Westchester County departments, as well as for first responders throughout Westchester (the "WC P25"); and

**WHEREAS**, Putnam County operates a trunked radio communication system for Putnam County departments, as well as for first responders throughout Putnam (the "Putnam Radio System"); and

**WHEREAS**, the counties wish to permit the reciprocal programming of each other's radio communication systems into each other's end user radios, whether mobile, portable or fixed station radios and whether County-owned or owned by local Fire and EMS agencies within their respective counties (hereinafter referred to as "Subscribers") in order to improve interoperability, public safety communications and mutual aid between the counties, in accordance with the terms and conditions of this Agreement.

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



**ARTICLE I**  
**RECIPROCAL PROGRAMMING OF SUBSCRIBERS**

**Section 1.1.** Westchester County, acting through its Commissioner of Department of Emergency Services or the Commissioner's designee (the "Westchester Commissioner"), hereby grants to Putnam County the right to program WC P25 channel(s) into Putnam Subscribers in accordance with the terms set forth in this Agreement.

**Section. 1.2.** Westchester County shall retain control and responsibility for WC P25.

**Section 1.3.** Putnam County, acting through its Commissioner of Bureau of Emergency Services or the Commissioner's designee, (the "Putnam Commissioner"), hereby grants to Westchester County the right to program Putnam Radio System channel(s) into Westchester Subscribers in accordance with the terms set forth in this Agreement.

**Section 1.4.** Putnam County shall retain control and responsibility for the Putnam Radio System.

**Section 1.5.** Each County shall have the discretion to determine what Subscribers are programmed under this Agreement within its respective county. Each County shall be responsible for the cost to program each other's radio communication system channel(s) into the Subscribers in its respective county. Nothing prohibits each County from seeking reimbursement for such programming from the local Fire and EMS agencies within their respective counties.

**Section 1.6.** All programming shall be for interoperability and public safety communication to further the purposes of mutual aid.

**Section 1.7.** All programming shall be according to the written policies and procedures established by each County for the programming of its radio communication system.

**Section 1.8.** The programming of Putnam Radio System channel(s) by Westchester County may only be performed by an entity or entities authorized in writing by Putnam County to perform such programming.

**Section 1.9.** The programming of WC P25 channel(s) by Putnam County may only be performed by an entity or entities authorized in writing by Westchester County to perform such programming.

**Section 1.10.** If required by Putnam County, Westchester County shall require that the Westchester Fire or EMS agency enter into a written user agreement with Putnam County agreeing to abide by the user guidelines and requirements established by Putnam County for use of the Putnam Radio System, prior to Westchester County programming the Putnam Radio System channel(s) into Westchester Fire or EMS Subscribers.

If required by Putnam County, Westchester County agrees to enter into a written user agreement with Putnam County agreeing to abide by the user guidelines and requirements established by Putnam County for use of the Putnam Radio System

**Section 1.11.** Prior to Putnam County programming the WC P25 channel(s) into Putnam Fire or EMS Subscribers, Putnam County shall require the Fire or EMS agency to enter into a written user agreement, in a form similar to the form attached hereto as Schedule "A", with Westchester County agreeing to abide by the user guidelines and requirements established by Westchester County for use of the WC P25.

Prior to Putnam County programming the WC P25 channel(s) into Putnam County-owned Subscribers, Putnam County agrees to enter into a written user agreement with Westchester County agreeing to abide by the user guidelines and requirements established by Westchester County for use of the WC P25.

**Section 1.12.** Once programming is completed for a Subscriber, it may not be altered or reprogrammed without the prior written approval of the Westchester County in the case of WC

P25 and Putnam County in the case of the Putnam Radio System. Once approved, all of the terms of this Agreement shall apply to such modification.

**Section 1.13.** Each County acknowledges that the programming provided for herein is not intended to replace each County's existing radio programming for in-county and day-to-day operations, and each County shall keep its existing radio communication system.

**Section 1.14.** Putnam County agrees not to share any programming details or any technical details unique to WC P25 to third parties except as permitted hereunder or permitted under the law.

**Section 1.15.** Westchester County agrees not to share any programming details or any technical details unique to the Putnam Radio System to third parties except as permitted hereunder or permitted under the law.

**Section 1.16.** The counties acknowledge and agree that they will each obtain and hold the FCC licenses for their respective radio communication systems. Neither party shall take any action that causes the other party to be in violation of its FCC license.

**Section 1.17.** Each Party's radio communication system shall remain its property. It is expressly understood that this Agreement does not constitute a lease and that no ownership or property rights whatsoever are being transferred under this Agreement.

**Section 1.18.** Reciprocal assistance and mutual aid between the counties, and their respective Fire and EMS agencies, shall be authorized and coordinated through Westchester County's fire communication center (or designee) and Putnam County's fire communication center (or designee).

**Section 1.19.** The WC P25 channel(s) and Putnam Radio System channel(s) shall be used for interoperability, public safety communication and/or mutual aid between the counties.

**Section 1.20.** Each County will responsible to assign alias for each Subscriber's use of its radio communication system.

## **ARTICLE II**

### **TERM AND TERMINATION**

**Section 2.1.** The term of this Agreement shall commence retroactively on May 1, 2025 and expire five (5) years thereafter, unless sooner terminated.

**Section 2.2.** In the event either County defaults in the performance of any term, condition or covenant herein contained and does not cure such default within forty-eight (48) hours of written notice thereof, the non-defaulting County, in addition to any other remedy it may have to seek damages, judicial enforcement or other lawful remedy, may terminate this Agreement immediately upon notice to the defaulting County. Upon termination, all right of the to use the defaulting County to use the non-defaulting's radio system shall cease and terminate.

**Section 2.3.** Westchester County on thirty (30) days' notice to Putnam County may terminate this Agreement in whole or in part when it deems it to be in its best interest.

**Section 2.4.** Putnam County on thirty (30) days' notice to Westchester County may terminate this Agreement in whole or in part when it deems it to be in its best interest.

## **ARTICLE III**

### **MISCELLANEOUS**

**Section 3.1.**

(a) At the time of execution of this IMA, Westchester County in accordance with Section 6-n of the New York General Municipal Law and Chapter 295 of the Laws of Westchester County, self-funds certain liability exposures. Putnam County accepts the letter evidencing such self-insurance, which is annexed to this IMA as Schedule "B".

(b) Westchester County agrees, that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of Westchester County, Westchester County shall indemnify, defend and hold harmless Putnam County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss caused by the performance or failure to perform hereunder by the Westchester County or third parties under the direction or control of the Westchester County.

**Section 3.2.**

(a) Putnam County agrees to comply with the insurance requirements attached hereto as Schedule "C". Notwithstanding the requirements set forth as set forth in Schedule "C", Putnam County may act as a self-insurer for the general liability insurance in lieu of procuring such insurance from an insurance company, with the approval of the Westchester County Director of Risk Management.

(b) Putnam County agrees, that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of Putnam County, Putnam County agrees to indemnify, defend and hold harmless Westchester County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss caused by the performance or failure to perform hereunder by the Putnam County or third parties under the direction or control of Putnam County.

**Section 3.3.** Neither County shall assign, sublet or transfer or otherwise dispose of its interest in this Agreement without the prior written consent of the other County. Any purported delegation of duties, assignment of rights or subletting of this Agreement without the prior written consent of the other County is void.

**Section 3.4.** Each County shall comply, at its own expense, with all applicable local, state and federal laws, rules, regulations, including those promulgated by the FCC, and obtain, at its own expense, all approvals applicable to its performance under this Agreement.

**Section 3.5.** Nothing contained herein shall create a special relationship between the Parties. Nothing contained herein shall be deemed to create any employment, agency, joint venture or partnership relationship between the parties or any of their agents or employees or any other arrangement that would impose liability upon one party for the act or failure to act on the other party.

Neither party shall be liable for any consequential, incidental or indirect damages or punitive, special, or other damages that are not direct damages.

**Section 3.6.** Failure by either party 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.

**Section 3.7.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable.

**Section 3.8.** All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:  
Commissioner  
Department of Emergency Services

County of Westchester  
4 Dana Road  
Valhalla, New York 10595

With a copy to:

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

To the Putnam County:

Commissioner  
Bureau of Emergency Services  
County of Putnam  
112 Old Route 6  
Carmel, New York 105012

With a copy to:

Putnam County Attorney  
48 Gleneida Avenue  
Carmel, New York 10512

**Section 3.9.** 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.

**Section 3.10.** This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

**Section 3.11.** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 3.12.** The headings and section references in the Agreement are inserted only for convenience and are not to be construed as part of the Agreement or as a limitation of the scope of the particular section to which the heading refers.

**Section 3.13.** This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[Intentionally Left Blank.  
Signature Pages to Follow.]

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

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Susan Spear  
Commissioner  
Department of Emergency Services

**THE COUNTY OF PUTNAM**

By: \_\_\_\_\_  
Robert Lipton  
Commissioner  
Bureau of Emergency Services

Authorized by Putnam County on \_\_\_\_\_.

Authorized by Act No. \_\_\_\_\_ adopted by the Board of Legislators of the County of Westchester on \_\_\_\_\_..

Approved:

\_\_\_\_\_  
Associate County Attorney  
The County of Westchester  
k/noe/des/Westchester and Putnam imate radio system programming

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

On \_\_\_\_\_, 2025 before, me this undersigned, personally appeared SUSAN SPEAR, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**STATE OF NEW YORK**            )  
  ) ss.:  
**COUNTY OF PUTNAM**            )

On \_\_\_\_\_, 2025 before, me this undersigned, personally appeared ROBERT LIPTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

SCHEDULE "A"

**WC P25 Interoperability  
License Agreement**

Public Safety Agency Name: \_\_\_\_\_ ("Applicant")

Applicant Contact Information for notices under this Agreement (Maybe changed by written notice to Westchester County):

Mailing Address: \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Fax Number or Other Contact Info: \_\_\_\_\_

By signing this WC P25 Interoperability User Agreement (the "Agreement"), the Applicant agrees to the following terms and conditions:

1. The Applicant agrees to follow the WC P25 Policies & Procedures, as may be amended from time to time ("WC P25 Policies"), to seek permission to have its subscriber radio(s) approved for access to County-designated WC P25 channels ("WC P25"). If the subscriber radio(s) is/are approved, the Applicant agrees to abide by the WC P25 Policies. If the Applicant fails to abide by the WC P25 Policies, it agrees that Westchester County may immediately disconnect, suspend or terminate its use of WC P25.
2. The Applicant agrees that permission from Westchester County to utilize WC P25 is a non-exclusive, royalty free, non-assignable license for mutual aid and interoperability purposes.
3. The Applicant agrees not to alter WC P25 in anyway. The Applicant agrees not to share any programming details or any technical details unique to WC P25 to third parties.
4. If the subscriber radio(s) is/are approved for use on WC P25, Westchester County offers access to WC P25 channel(s) at no cost to the Applicant. The Applicant agrees that it shall be responsible for all costs and expenses associated with utilizing WC P25.
5. The Applicant agrees to comply, at its own expense, with all applicable federal, state or local laws, rules, regulations, including those promulgated by the FCC.
6. The Applicant agrees this is not a lease and no ownership or property rights are being transferred under this Agreement. The Applicant agrees that, if approved, WC P25 shall be available to the Applicant for only as long as Westchester County, in its sole discretion, makes WC P25 available. Westchester County retains sole and absolute discretion in determining whether to continue to make WC P25 available and, if so, to what person(s) and/or entity/ies, in what geographic area(s), for what purpose(s), and under what terms of use. Westchester County may cease making WC P25 available to one or more users, or all users, at any time, for any reason or no reason, either temporarily or permanently. For as long as WC P25 is made available to users, each user will have

access to WC P25 in its then-current form. Westchester County in its sole discretion may change WC P25 as it deems necessary and proper.

Connection to and use of WC P25 is being provided "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE". The County disclaim all warranties of any kind, express or implied. The County shall not be responsible for any issues with regard to WC P25, including any interruption, defect, delay, failure or malfunction involving equipment, hardware, software or communications. The County shall have no liability to the Applicant related to any claim, whether in contract, tort or otherwise, that is related to or arises out of use of WC P25. The Applicant hereby expressly waives any and all claims for any and all loss or damage sustained by reason of any defect, deficient or impairment of WC P25.

7. The Applicant agrees that, except for the amount, if any, of damage contributed to, caused by or resulting from negligence of Westchester County, the Applicant agrees to indemnify, defend and hold Westchester County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising out of the performance or failure to perform hereunder by the Applicant or third parties under the direction or control of the Applicant.

8. This Agreement shall commence upon execution by both parties and shall continue until terminated by either party. Either party may terminate this Agreement upon forty-eight (48) hours written notice to the other party.

9. The parties disclaim any employer/employee, fiduciary, agency or special relationship. The Applicant hereby waives any and all claims to benefits or privileges, if any, available to persons as employees. The Applicant shall comply, at its own cost and expense, with the provision of all federal, state or local laws, ordinances, regulations or rules applicable to it, including, the NYS Labor Law and Worker's Compensation Law and license requirements.

10. All notices under this Agreement shall be in writing and either sent to the Applicant to the address set forth above or to Westchester County to the Commissioner of the Department of Emergency Services at the address set forth below with a copy to: Westchester County Attorney, Michaelian Office Building, Room 600, 148 Martine Avenue, White Plains, New York 10601.

11. This Agreement may be executed simultaneously in several counterparts. This Agreement constitute the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except in writing signed by both parties.

12. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the Westchester County Attorney.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

<p><b>THE COUNTY OF WESTCHESTER</b></p> <p>By: _____ Date _____</p> <p>Commissioner          Department of Emergency Services          County of Westchester          4 Dana Road          Valhalla, New York 10595</p>	<p><b>APPLICANT:</b></p> <p>By: _____ Date _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p>
<p>Approved:</p> <p>_____</p> <p>County Attorney          The County of Westchester</p>	

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**Schedule "B"**  
**Westchester Self-Insurance Letter To Be Inserted**

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## **SCHEDULE "C"**

### **STANDARD INSURANCE PROVISIONS** **(Municipality)**

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality 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. Municipality 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 Municipality 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 Municipality 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 Municipality 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 Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality 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 Municipality'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 Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality 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 Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality 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.
- e) Cyber 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.

3. All policies of the Municipality 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 Municipality.

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