

Public Safety Meeting Agenda



Committee Chair: Terry Clements

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

Monday, July 14, 2025

10:00 AM

Committee Room

Joint with B&A

CALL TO ORDER

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601, and remotely via the WebEx video conferencing system. Legislators may participate in person or via Webex. Members of the public may attend meetings in person at any of its locations, or view it online on the Westchester County Legislature's website: <https://westchestercountyny.legistar.com/> This website also provides links to materials for all matters to be discussed at a given meeting.

MINUTES APPROVAL

I. ITEMS FOR DISCUSSION

1. [2025-271](#) **IMA-Reciprocal Programming of Radio Communication Systems-Putnam**

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.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND PUBLIC SAFETY

Guests: Department of Emergency Services
Commissioner Susan Spear
Deputy Commissioner Michael Volk

2. [2025-272](#) **IMA-Granting Lease of County's Weapons of Mass Destruction
Squad Vehicle-Eastchester Fire District**

AN ACT authorizing the County of Westchester, acting by and through its Department of Emergency Services to enter into an intermunicipal agreement with Eastchester Fire District for the Eastchester Fire District to use a County Weapons of Mass Destruction Vehicle for a term commencing retroactively January 1, 2025 through December 31, 2029.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND
PUBLIC SAFETY**

Guests: Department of Emergency Services
Commissioner Susan Spear
Deputy Commissioner Michael Volk
Chief of Special Operations Douglas Stiller

3. [2025-273](#) **IMA-Granting Lease of County's Weapons of Mass Destruction
Squad Vehicle-Fairview Fire District**

AN ACT authorizing the County of Westchester, acting by and through its Department of Emergency Services to enter into an intermunicipal agreement with Fairview Fire District to use a County Weapons of Mass Destruction Vehicle for a term commencing retroactively January 1, 2025 through December 31, 2029.

**COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND
PUBLIC SAFETY**

Guests: Department of Emergency Services
Commissioner Susan Spear
Deputy Commissioner Michael Volk
Chief of Special Operations Douglas Stiller

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT



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.

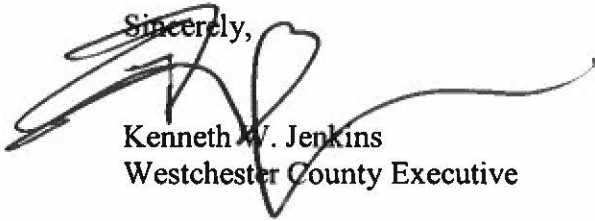
The public purpose of the IMA is to improve and enhance interoperability, public safety communications, and mutual aid. Reciprocal assistance and mutual aid between the counties and their respective Fire and EMS agencies will be authorized and coordinated through Westchester County's fire communication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

C:RAN-6.13.25

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.]

DRAFT

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

DRAFT

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

DRAFT

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.

DRAFT



Kenneth W. Jenkins
Westchester County Executive

June 10, 2025

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 (the "County"), acting by and through its Department of Emergency Services (the "Department") to enter into an intermunicipal agreement ("IMA") with Eastchester Fire District ("Fire District"), pursuant to which the County will grant a lease to the Fire District to use the County's Weapons of Mass Destruction ("WMD") Squad vehicle (the "WMD Vehicle") to respond to hazardous material incidents pursuant to the County's Fire Mutual Aid Plan (the "Plan").

The term of the proposed IMA is five (5) years commencing retroactively on January 1, 2025 and expiring on December 31, 2029, with either party having the right to terminate the IMA on thirty (30) days prior written notice.

The Fire District participates in WMD Squad 6 as part of the Plan. The WMD Squad 6 serves as an additional hazardous materials response resource in Westchester County.

In consideration for being permitted to use the WMD Vehicle, the Fire District will agree to pay the County the sum of (\$1.00) dollar per annum. In addition, the Fire District will agree to use the WMD Vehicle in connection with responding to hazardous materials incidents pursuant to the Plan in Westchester County.

The Fire District shall only be permitted to use the WMD Vehicle for training exercises and in responding to mutual aid requests involving hazardous materials pursuant to the terms of the Plan.

Office of the County Executive
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Telephone: (914)995-2900

Email: ceo@westchestercountyny.gov



The Fire District shall ensure that only qualified and certified firefighters, who are properly trained and licensed, operate and utilize the WMD Vehicle. In addition, each firefighter who operates the WMD Vehicle shall be pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator prior to the firefighter operating the WMD Vehicle. Also, each firefighter who operates the WMD Vehicle shall complete all forms and provide all information required by the County Office of Risk Management.

When not in use, the Fire District shall store the WMD Vehicle at one of its fire houses located at: (1) Eastchester Headquarters, 255 Main Street, Eastchester New York 10709, (2) Eastchester Station 2, 25 Underhill Street, Tuckahoe, New York 10708, (3) Eastchester Station 3, Poplar Street, Bronxville, New York 10708, (4) Eastchester Station 4, Oregon Road, Eastchester, New York 10709; (5) Eastchester Station 5, 31 Wilmot Road, Scarsdale, New York 10582.

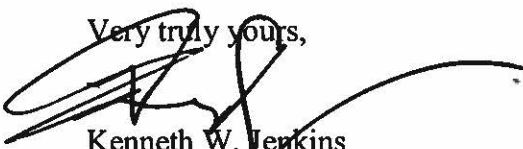
The WMD Vehicle must be made immediately available to the County in the event of an emergency as determined by the Department's Commissioner in his/her sole discretion.

The goals and objectives of this proposed IMA is to enable the Department to respond to hazardous material incidents thereby helping the County and the Fire District better respond to mutual aid events involving hazardous materials.

The Department has further advised that the County shall retain ownership of the WMD Vehicle and shall be responsible for the maintenance and repair of the WMD Vehicle.

I believe that the proposed IMA is in the best interest of the County, and, therefore, recommend your favorable action on the annexed Act.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Kenneth W. Jenkins', with a long horizontal flourish extending to the right.

Kenneth W. Jenkins
County Executive

KWJ/SS/RN/mb
Att.

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

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act which, if approved, would authorize the County of Westchester (“County”) acting by and through its Department of Emergency Services (the “Department”) to enter into an intermunicipal agreement (“IMA”) with Eastchester Fire District (“Fire District”), pursuant to which the County will grant a lease to the Fire District to use the County’s Weapons of Mass Destruction (“WMD”) Squad vehicle (the “WMD Vehicle”) to respond to hazardous material incidents pursuant to the County’s Fire Mutual Aid Plan (the “Plan”).

The term of the proposed IMA is five (5) years, commencing retroactively on January 1, 2025 and expiring on December 31, 2029, with either party having the right to terminate the IMA on thirty (30) days prior written notice.

The Fire District participates in WMD Squad 6 as part of the Plan. The WMD Squad 6 serves as an additional hazardous materials response resource in Westchester County.

In consideration for being permitted to use the WMD Vehicle, the Fire District will agree to pay the County the sum of (\$1.00) dollar per annum. In addition, the Fire District will agree to use the WMD Vehicle in connection with responding to hazardous materials incidents pursuant to the Plan in Westchester County.

The Fire District shall only be permitted to use the WMD Vehicle for training exercises and in responding to mutual aid requests involving hazardous materials pursuant to the terms of the Plan.

The Fire District shall ensure that only qualified and certified firefighters, who are properly trained and licensed, operate and utilize the WMD Vehicle. In addition, each firefighter who operates the WMD Vehicle shall be pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator prior to the firefighter operating the WMD Vehicle. Also, each firefighter who operates the WMD Vehicle shall complete all forms and provide all information required by the County Office of Risk Management.

When not in use, the Fire District shall store the WMD Vehicle at one of its fire houses located at: (1) Eastchester Headquarters, 255 Main Street, Eastchester New York 10709, (2) Eastchester Station 2, 25 Underhill Street, Tuckahoe, New York 10708, (3) Eastchester Station 3, Poplar Street, Bronxville, New York 10708, (4) Eastchester Station 4, Oregon Road, Eastchester, New York 10709; (5) Eastchester Station 5, 31 Wilmot Road, Scarsdale, New York 10582.

The WMD Vehicle must be made immediately available to the County in the event of an emergency as determined by the Department's Commissioner in his/her sole discretion.

The goals and objectives of this proposed IMA is to enable the Department to respond to hazardous material incidents thereby helping the County and the Fire District better respond to mutual aid events involving hazardous materials.

The Department has further advised that the County shall retain ownership of the WMD Vehicle, and shall be responsible for the maintenance and repair of the WMD Vehicle.

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.

It should be noted that an affirmative vote of a majority of the voting strength of your Honorable Board is required in order to adopt the proposed Act. Your Committee has carefully considered the annexed proposed Act and recommends its adoption.

Dated: _____, 2025
White Plains, New York

COMMITTEE ON

C/mb/6.9.25

AN ACT authorizing the County of Westchester, acting by and through its Department of Emergency Services to enter into an intermunicipal agreement with Eastchester Fire District for the Eastchester Fire District to use a County Weapons of Mass Destruction Vehicle for a term commencing retroactively January 1, 2025 through December 31, 2029.

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

Section 1. The County of Westchester (“Westchester”) acting by and through its Department of Emergency Services (the “Department”) is hereby authorized to enter into an Intermunicipal Agreement (“IMA”) with Eastchester Fire District, whereby the County will grant a lease to the Fire District to use the County’s Weapons of Mass Destruction (“WMD”) Squad vehicle (the “WMD Vehicle”) for a term commencing retroactively on January 1, 2025 and expiring on December 31, 2029, with either party having the right to terminate the IMA upon thirty (30) days prior written notice.

§2. In consideration for the license, the Fire District agrees to pay the County the sum of (\$1.00) dollar per annum. In addition, the Fire District will agree to use the WMD Vehicle in responding to hazardous materials incidents in Westchester pursuant to the County Fire Mutual Aid Plan, and the WMD Vehicle must be made immediately available to the County in the event of an emergency as determined by the Department’s Commissioner in his/her sole discretion.

§3. When not in use, the Fire District shall store the WMD Vehicle at one of its fire houses located at: (1) Eastchester Headquarters, 255 Main Street, Eastchester New York 10709, (2) Eastchester Station 2, 25 Underhill Street, Tuckahoe, New York 10708, (3) Eastchester Station 3, Poplar Street, Bronxville, New York 10708, (4) Eastchester Station 4, Oregon Road, Eastchester, New York 10709; (5) Eastchester Station 5, 31 Wilmot Road, Scarsdale, New York 10582.

§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.

THE INTERMUNICIPAL AGREEMENT made _____, 2025 by and between:

THE COUNTY OF WESTCHESTER, acting by and through its Department of Emergency Services (the “Department”), 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, (hereafter referred to as the “County”).

and

EASTCHESTER FIRE DISTRICT, a district corporation of the State of New York, having an office and place of business at 255 Main Street, Eastchester, New York 10709 (hereafter referred to as the “Fire District”)

(The “County” and the “Fire District” may be referred to collectively as the “Parties” or individually as a “Party”).

W I T N E S S E T H:

WHEREAS, the Fire District participates in the County’s Fire Mutual Aid Plan, which may be amended from time to time by the Commissioner of the Department (the “Plan”); and

WHEREAS, pursuant to the Plan, the Fire District participates in Weapons of Mass Destruction (“WMD”) Squad 3, which serves as an additional hazardous materials response resource in the County of Westchester, New York; and

WHEREAS, on or about October 1, 2020 and October 18, 2021, the County entered into grant agreements (collectively the “Grant Agreements”) with the New York State Department of Homeland Security and Emergency Services (“DHSES”) to accept federal grant funds to (1) prevent terrorist attacks and mitigate against man-made and natural hazards; (2) protect the people of New York, its critical infrastructure and key resources; and (3) prepare to respond to and recover from both man-made and natural disasters; and

WHEREAS, through the Grant Agreements, the County purchased, among other things, WMD Squad vehicle(s); and

WHEREAS, the Fire District desires to use one of the County's WMD Squad Vehicles for purposes of responding to hazardous materials incidents; and

WHEREAS, the County desires to lease one of the County's WMD Squad Vehicles to the Fire District according to the terms set forth herein; and

NOW, THEREFORE, the Parties hereto in consideration of the mutual covenants, agreements, terms and conditions herein set forth do agree as follows:

1. WMD Vehicle: (a): The County hereby leases to the Fire District, the County's WMD Squad Vehicle ("WMD Vehicle"), as further described in Schedule "A" annexed hereto and made a part hereof.

(b) The Fire District shall use the WMD Vehicle for training exercises and in responding to mutual aid requests involving hazardous materials pursuant to the terms of the Plan. No other authorized use of the WMD Vehicle is permitted, absent any further written notice by the Commissioner of the Department, or his/her authorized designee (the "Commissioner").

When not in use by the Fire District, the Fire District agrees to store the WMD Vehicle at one of the following locations owned and operated by the Fire District:

1. Eastchester Headquarters
255 Main Street
Eastchester 10709
SBL 69./5/5

2. Eastchester Station 2
25 Underhill Street
Tuckahoe 10708
SBL 33./3/29

3. Eastchester Station 3
Poplar Street
Bronxville 10708
SBL 6.G/3/21.A

4. Eastchester Station 4

Oregon Road
Eastchester
SBL 80.J/3/19

5.Eastchester Station 5
31 Wilmot Road
Scarsdale 10582
SBL 61./4/37

(collectively, the "Properties").

The Fire District shall protect the WMD Vehicle from weather and like elements by housing it inside one of the fire houses bays located at one of the Properties. The County understands that the Fire District, from time to time, may need to park the WMD Vehicle outside the fire house bays located on one of the Properties, however, the Fire District will use best efforts to limit the amount of time that the WMD Vehicle is parked outside.

(c) Under the supervision of the County, the Fire District shall relocate the hazardous materials decontamination equipment currently located in a trailer at the Eastchester Fire District Station(s), into the WMD Vehicle. The Parties acknowledge that the Parties will be entering into a separate agreement regarding the hazardous materials decontamination equipment, which shall include an inventory of said equipment that will be stored in the WMD Vehicle, subject to receiving all necessary legal approvals.

(d) The County makes no warranties of any kind, either directly or indirectly, express or implied, as to the condition of the WMD Vehicle or any part thereof, including but not limited to, the WMD Vehicle durability, merchantability or fitness for any particular purpose, except that the County warrants that it has title to the WMD Vehicle. The WMD Vehicle shall be tendered and accepted in its present "as is" condition.

(e) The Fire District agrees and shall ensure that only qualified and certified firefighters, who are properly trained and licensed, operate and utilize the WMD Vehicle (collectively, the "Firefighter Operators" and individually the "Firefighter Operator"), in accordance with the terms of this Agreement and all applicable requirements and laws.

(f) Each Firefighter Operator shall be pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator prior to the Firefighter Operator being authorized by the County to operate the WMD Vehicle, and shall comply with all requirements established by the County's Director of Risk Management. Each Firefighter Operator shall complete all forms and provide all information required by the County Office of Risk Management, including, but not limited to submitting a valid New York Driver's License, a signed authorization to obtain a drivers abstract from each Firefighter Operator, and a completed "Request for Approval to Drive an Official County Vehicle" form, which is attached hereto as Schedule "D".

(g) The Fire District agrees and shall ensure that each Firefighter Operator complies with the Westchester County Executive Order No. 8-1998, prior to operating the WMD Vehicle.

(h) The Fire District agrees and shall ensure that the Fire District and each Firefighter Operator complies with all applicable terms and conditions of the Westchester County Drivers Manual, as it may be amended from time to time (the "Manual"), the current version of which is attached hereto and made a part hereof as Schedule "C". The Fire District shall provide each Firefighter Operator with a copy of the Manual, and a copy of the Manual shall remain in the WMD Vehicle at all times.

The Fire District shall notify all Firefighter Operators that use of the WMD Vehicle in violation of the terms and conditions of the Manual will result in the immediate suspension of such Firefighter Operator's privilege to drive the WMD Vehicle and appropriate disciplinary action. In the event the Fire District learns of unauthorized use of the WMD Vehicle by its Firefighter Operator, the Fire District shall promptly take appropriate disciplinary action against such firefighter to enforce the Manual. Lack of timely enforcement of the Manual by the Fire District will be grounds for termination of this Agreement by the County.

(i) The Fire District shall verify that each Firefighter Operator has fulfilled all training requirements in accordance with all federal, state and County requirements, and applicable laws and regulations.

(j) The Fire District shall provide the Commissioner with a written list of Firefighter Operators who have complied with (f), (g) and (h) above and provide the Commissioner with any information or documentation that may be reasonably requested by the Commissioner (the "List"). The Commissioner reserves the right in the Commissioner's sole discretion, to remove any person from the list or to suspend and/or not permit any person named on the List, to operate the WMD Vehicle. The Fire District understands that only person(s) on the List may operate the WMD Vehicle. The Fire District shall notify the County within thirty (30) days of a Firefighter Operator being separated from the Fire District, whether by retirement, resignation, termination or otherwise.

The Fire District shall notify the County if it wishes to add a Firefighter Operator to the List and shall provide the Commissioner with an updated List for his/her approval.

(k) The WMD Vehicle keys shall be stored in a secure location either inside the dispatch room/radio room or office area in the firehouse where the WMD Vehicle is located. The Fire District agrees and understands that only authorized person(s) shall have access to the WMD Vehicle.

2. Emergency use by County: Notwithstanding anything herein to the contrary, the WMD Vehicle must be made immediately available to the County in the event of an emergency. The existence of an emergency shall be determined by the Commissioner in the Commissioner's sole discretion and shall include, but not be limited to, riots, floods and transportation strikes, natural disasters, wherever they may occur. In the event the Fire District is answering a call which requires the use of the WMD Vehicle and it is during the time the Commissioner has determined an emergency exists requiring the return of the WMD Vehicle to the County, the Fire District agrees to use its best efforts to return the WMD Vehicle to the County in a prompt and timely fashion and in so doing shall notify the Commissioner of the anticipated time of return.

3. Term: The term of this Agreement shall commence retroactively on January 1, 2025, and expire on December 31, 2029 (the "Term"), unless terminated sooner as hereinafter provided.

4. Termination: (a) In the event Fire 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 Fire District provided however, that the Fire 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 Fire 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 Fire District.

(b) Either Party shall have the right to terminate this Agreement, in whole or in part, upon thirty (30) days written notice to the other, when it deems termination to be in its best interest.

(c) Upon termination or expiration of this Agreement, all right(s) of the Fire District to use WMD Vehicle shall absolutely cease and terminate as though this Agreement had never been made, but the Fire District shall remain liable as herein provided.

Immediately upon expiration or termination of this Agreement, the Fire District shall, at its sole cost and expense, at the request of the County, deliver possession of the WMD Vehicle to the County at any location within the County as the County may designate whereupon the Fire District shall affect such delivery within twenty-four (24) hours of receipt of such designation in writing from the County to the Fire District. For the purpose of delivering possession of the WMD Vehicle, in working condition and available for the County's use, to the County as above required, the Fire District shall, at its own expense and cost:

- (i) remove all of its own personal property from the WMD Vehicle, in a timely fashion, prior to the County taking possession. Any personal property of the Fire District, its officers, employees, agents,

independent contractors and/or subcontractors, not removed by the Fire District upon expiration or termination or after notice by the County to so remove, shall be deemed to be abandoned and may be removed and disposed of by the County, at the sole cost of the Fire District, provided that the County shall have no affirmative obligation to remove such property; and

- (ii) forthwith deliver such WMD Vehicle to a location within the County as the County may designate in a complete and operable condition.

If the Fire District fails to deliver or make the WMD Vehicle available as set forth above, the County shall have the right to take possession of the WMD Vehicle without notice or demand, with or without a court order or other process of law, wherever it may be located. The County shall have the right to recover from the Fire 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, and the Fire District waives all claims against the County with respect to such taking of possession.

5. Consideration: In consideration for the right to use the WMD Vehicle pursuant to this lease, the Fire District agrees to pay the County the sum of (\$1.00) dollar per annum of the Term. As additional consideration for this lease, the Fire District agrees to use the WMD Vehicle in connection to responding to hazardous materials incidents pursuant to the Plan. No payment shall be made by the County to the Fire District for out-of-pocket expenses or disbursements made in connection with this Agreement.

6. Title: The County will maintain all right, title and interest to the WMD Vehicle. The County shall cause the WMD Vehicle to be delivered to the Fire District within ten (10) days of execution of this Agreement. The Fire District agrees that it shall not transfer the WMD Vehicle.

7. Maintenance & Repair: (a) The Fire District, at its sole cost and expense, shall (i) keep the Properties and the fixtures and equipment thereon clean, safe and in good order, and (ii) make all repairs necessary to keep the Properties in a clean, safe and good condition. In addition, Fire District, at its sole cost and expense, shall be responsible to keep the area where the WMD Vehicle is located free of snow, ice, dirt, rubbish, and/or any other obstacles.

(b) The County shall be responsible for the maintenance and repair of the WMD Vehicle and its equipment provided the maintenance or repair arises out of the normal use of the WMD Vehicle and not as a result of the Fire District's misuse. In the event the maintenance or repair or alteration is due to the Fire District's misuse, as the reasonable and good faith determination of the Commissioner, the Fire District shall be responsible to perform the maintenance or repair of the WMD Vehicle and return it to a condition similar to that in which it was received by the Fire District at the commencement of this Agreement.

(c) No markings, other than those the County places on the WMD Vehicle, are permitted. No exterior or interior advertising may be placed upon WMD Vehicle.

(d) The Fire District shall notify the County immediately upon knowledge of the need for a repair and indicate the repair so required.

(e) The design, quality and component part of any and all repairs shall conform to all applicable requirements and to all applicable standards. Rebuilt parts or units 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 WMD Vehicle.

All work carried out by the Fire District, its officers, employees, agents, independent contractors and/or subcontractors to the WMD Vehicle shall in all respects be in accordance with current industry standards and trade practices, if any. No work to the WMD Vehicle shall be authorized unless the Fire District provides written notice to the Commissioner and the Fire District receives written confirmation from the Commissioner approving the work to be undertaken.

In the event of a dispute regarding maintenance, or alteration or repairs of the WMD Vehicle, the reasonable and good faith determination of the Commissioner shall be final.

(f) The County shall be responsible for the payments for any charges, inspection fees, or other costs, including gross receipts taxes, highway use taxes, or vehicle excise taxes imposed upon the WMD Vehicle or the operation thereof, whether such taxes, charges, fees or other costs are levied against the Fire District or the County. In addition, the County shall pay all expenses, including titling, in connection with the use and operation of the WMD Vehicle during the term of this Agreement including, but not limited to, fuel, oil, grease, repairs, maintenance, or other expenses thereof. The Fire District shall schedule with the Commissioner and bring the WMD Vehicle to the County at a time and location designated by the Commissioner for inspection, repair, maintenance, and fueling.

(g) The Fire District shall maintain the WMD Vehicle in a manner whereby the WMD Vehicle and its equipment 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 WMD Vehicle. In addition, the interior of the WMD Vehicle must be maintained clean and free from torn upholstery or floor covering, damaged or broken seats and sharp edges.

(h) The Commissioner may reasonably order repairs to be made at any time to ensure that the WMD Vehicle is safe and dependable in accordance with the requirements of this Agreement, and, in such a case, the Fire District shall deliver the WMD Vehicle to the County as required by the Commissioner in order to carry out such repairs.

(i) The Fire District shall inspect the WMD Vehicle daily to make sure it is operational.

(j) Should the WMD Vehicle require repair, including, but not limited to motor vehicle accidents, fires or repair attributable to other circumstances, the costs of which are otherwise covered by an insurance policy, the Parties shall use their best efforts to, within ten (10) days get the WMD Vehicle inspected by an insurance adjuster. Once the WMD Vehicle has

been so inspected, the Fire District will take all necessary steps to have the WMD Vehicle repaired through the insurance, including, but not limited to, reporting the accident or claim, getting repair estimates, providing all necessary details and statements, getting the WMD Vehicle repaired and closing the claim.

(k) It is understood by the Parties hereto that New York General Municipal Law §209(2) provides that loss or damage to, or expenses incurred in operation of equipment used in answering a call for assistance, is a charge against and paid by the requesting entity. The Fire District shall work with the County and take any and all action that is required to be taken in order to preserve a claim against a third party for loss or damage to, or expenses incurred in the operation of the WMD Vehicle in answering a call for assistance or a call for mutual aid.

(l) Fire District shall not perform any material alteration to the WMD Vehicle or its equipment without the County's prior written consent. All alterations made to the WMD Vehicle, in particular such alterations which are meant to be permanently affixed to the WMD Vehicle, shall become part of the WMD Vehicle, and belong to the County. All such alterations shall be reported to the County. If the County consents, any alterations may be removed from the WMD Vehicle prior to their return to County upon the termination of this Agreement, and any damage caused as a result of the removal of the alteration shall be repaired by the Fire District at its sole cost and expense.

(m) If the WMD Vehicle is in any manner improperly maintained, 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 WMD Vehicle with or without a court order or other process of law, wherever the WMD Vehicle is located, and effectuate the necessary repairs. The Fire District waives any and all claims against the County with respect to such taking of possession and agrees to remit to the County the cost of any repairs within thirty (30) days of receipt of a County claim therefor.

(n) Fire District shall not make any claims against the County whatsoever by reason of damage or loss of the WMD Vehicle or any part(s) thereof, or by reason of any interruption,

from whatever cause, in the use, operation or possession of the WMD Vehicle or any part(s) thereof.

8. Inspection. The County or its authorized representative, shall have the right to enter the Properties at any time to inspect the WMD Vehicle as well as all relevant books, data and records related to the use and maintenance of the WMD Vehicle and this Agreement. The Fire District shall also permit inspection of same by any federal, state or municipal officer having jurisdiction. The County, at its sole cost and expense, shall promptly remedy any and all violations issued as a result of such inspection, unless caused by the Fire District's misuse in which case, the Fire District shall promptly remedy such violation.

The County reserves the right to designate a specific time and place for inspection and registration of the WMD Vehicle. The Fire District shall comply with any such direction from the County.

The County shall maintain the WMD Vehicle so that it will pass all applicable inspections by the New York State Department of Transportation, New York State Department of Motor Vehicles and the Federal government or agencies authorized by those governments to make such inspections. The County shall be responsible for all costs incurred in enabling the WMD Vehicle to successfully pass inspection. The County shall comply with all governmental laws, regulations and rules with respect to the maintenance of the WMD Vehicle.

9. Wear and Tear: On expiration or termination of this Agreement, the Fire District shall return possession of the WMD Vehicle to the County, complete and operable, normal wear and tear expected.

10. Insurance and Indemnification: (a) The Fire District agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "B", the Fire District agrees:

(i) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Fire District shall indemnify and hold harmless the 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 directly or indirectly out of the performance or failure to perform hereunder by the Fire District or third parties under the direction or control of the Fire District; and

(ii) 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

(iii) in the event the Fire 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 Fire 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.

(b) The Fire District understands and agrees that the County self-funds its casualty and liability exposures in accordance with Local Law 6-1986 that amended the Laws of Westchester County to add a new Chapter 295 providing for the establishment and management of a liability and casualty reserve fund. As such, in lieu of any insurance requirements the Fire District may have, the Fire District agrees to accept a letter from the County's Director of Risk Management confirming the County's self-insured status, in satisfaction of any such insurance requirements.

11. Compliance with Laws: The Fire District shall obey, perform and comply, at its own expense, with the provisions of all federal, state and local laws, rules, regulations, orders or ordinance and requirements of every kind and nature, which now exist or are hereinafter enacted or promulgated ("Laws") affecting the conduct of its activities in connection with this Agreement. Without limiting the generality of the foregoing, the Fire District further agrees to comply, at its own expense, with all Laws applicable to it as an employer of labor, including the Labor Law, Workers' Compensation Law, State Unemployment Insurance Law,

Federal Social Security Law and all rules and regulations promulgated by the United States Department of Labor and/or the Industrial Commissioner of the State of New York and any other applicable federal, state or local rules and regulations and all amendments and additions thereto as such may be applicable to the activities that are permitted under this Agreement.

12. Risk of Operation: The Fire District represents that it has examined the WMD Vehicle and has determined it to be suitable for its intended use. The Fire District bears all risk of loss in connection with the use of the WMD Vehicle while under its care, custody and control, and expressly releases the County from any and all liability to it, except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence or the intentional acts of the County.

13. No Liens. The Fire 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 Agreement or any other document deemed desirable by the County to protect the County's title to the WMD Vehicle. The Fire District shall keep the WMD Vehicle free and clear of all levies, liens and encumbrances.

14. Notices: 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 delivered by hand or overnight delivery, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as 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. Notices shall be sent to the following:

To the Fire District:

Eastchester Fire District
C/O Board of Fire Commissioners
255 Main Street
Eastchester, New York 10709

To the County:

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

With copies to:

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

15. Audits & Reports: (a) The Fire District agrees to utilize the WMD Vehicle only for the purposes and activities set forth in this Agreement and shall keep an accurate accounting of the WMD Vehicle and equipment contained therein received pursuant to this Agreement and the purpose for which the WMD Vehicle has been used by the Fire District. The Fire District will allow the County, the State and pertinent federal agencies to conduct periodic visits for the purposes of inspection, inventory of the WMD Vehicle and equipment contained therein and auditing the records required hereunder. The Fire District shall establish and maintain complete and accurate written records, documents, reports, accounts and any other such writing relating to its possession and use of all WMD Vehicle provided pursuant to this Agreement. These records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter.

(b) The Fire District shall prepare and deliver to the 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. Such information shall include, without limitation, the mileage of the WMD Vehicle, the number of passengers using the WMD Vehicle. Fire District shall conform its reports to any format reasonable requested by the Department. The Fire District shall complete any forms necessary for the County to report to the State or federal government with regard to the WMD Vehicle under the Grants Agreement.

16. Assignment: The Fire District shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without the prior written consent

of the County. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County shall be null and void.

17. Non-Discrimination: The Fire 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 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.

18. Remedies Cumulative: The 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 for the future of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any performance 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.

19. Entire Agreement: 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 term 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.

20. Counterparts: 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.

21. Choice of Law & Venue: This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York. In addition, the Parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

22. Severability: 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. This provision shall be interpreted and enforced to give effect to the original written intent of the Parties prior to the determination of such invalidity or unenforceability. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same. The use of headings is for the convenience of the Parties and are not deemed part of the Agreement.

23. Recitals and Headings: The recitals are hereby incorporated by reference. The headings herein are inserted for the convenience of the parties only and shall not be deemed to be a part of this Agreement.

24. Approval: This Agreement shall not be enforceable until signed by both Parties and approved by the Office of the County Attorney.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK/ SIGNATURE PAGE TO FOLLOW]

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

THE COUNTY OF WESTCHESTER

By: _____
Susan Spear
Commissioner,
Department Emergency Services

EASTCHESTER FIRE DISTRICT

By: _____
Name: _____
Title: _____

Approved by the Fire District's Board on the _____ day of _____, 2025.

Authorized by the Westchester County Board of Legislators by Act No. _____ duly adopted on
the _____ day of _____, 2025.

Approved:
:

Assistant County Attorney
The County of Westchester
k/bara/DES/2024 EASTCHESTER Fire District AGR CON134877

FIRE DISTRICT'S ACKNOWLEDGMENT

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

On the day of _____ in the year 2025,
_____, 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
(Fire District)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of Fire District)

(the "Fire District") a corporation duly organized in good standing under the _____

(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____ who signed said
(Person executing agreement)

agreement on behalf of the Fire District was, at the time of execution _____ of
(Title of such person),

the Fire District, that said agreement was duly signed for on behalf of said Fire District by

authority of its _____ thereunto duly authorized,
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

(Signature)

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

On this ____ day of _____, 2025, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(Title)

the municipal corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____
resides at _____, and that
he/she is the _____ of said municipal corporation.
(Title)

Notary Public County

SCHEDULE "A"

DESCRIPTION OF VEHICLE

MAKE:

MODEL:

YEAR:

VIN #

NEW YORK PLATE:

SCHEUDLE "B"

STANDARD INSURANCE PROVISIONS **(Fire District)**

1. Prior to commencing work, and throughout 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. The 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 either 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 Director, 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 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 the 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 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) Full Commercial Auto Coverage consisting of Physical Damage on a direct and primary basis and Auto Liability coverage, respectively providing Comprehensive, Collision, and Auto Liability insurance. Auto Liability Insurance with a minimum limit of liability per occurrence of \$5,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$5,000,000, unless otherwise indicated in the contract specifications. Uninsured and Underinsured coverage matching the insured's minimum auto liability limit, as well as mandatory Personal Injury Protection (PIP) must be provided. Auto coverage must be provided by way of a primary & noncontributory policy endorsement. 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.

SCHEDULE "C"

[INSERT WESTCHESTER COUNTY DRIVERS MANUAL, STARTING ON NEXT PAGE]



SCHEDULE "D"
REQUEST FOR APPROVAL TO DRIVE AN OFFICIAL COUNTY OF WESTCHESTER
VEHICLE

Handwritten signature: [Illegible]



DEPARTMENT OF LAW, Division Of Risk Management

REQUEST FOR APPROVAL TO DRIVE AN OFFICIAL COUNTY OF WESTCHESTER VEHICLE

Kandy Davenport
Director of Risk Management
MOB I Suite 241

Please send to rmou@westchestergov.com 914-995-2740

Departmental Administrative Unit - • Complete This Section

From: _____ Phone #: _____

Department: _____ Fax #: _____

Return Address: _____

Contractor: _____ LGFS CODE _____
DEPT. CODE _____

Contract Number: _____ Contract Name: PSEF- Public Safety Emergency Force

Term of Contract: _____ to _____ Account Codes: 388800

Please attach letter from the County Executive's Office – Executive Order No. 8-1998

CONTRACTOR INFORMATION

I AUTHORIZE THE COUNTY OF WESTCHESTER / OFFICE OF RISK MANAGEMENT TO OBTAIN AND MONITOR MY
DRIVING RECORD FOR THE TERM OF THIS CONTACT

SIGNATURE

Name: _____
Last First Initial

Address: _____

Date of Birth: ____ / ____ / ____ Sex: Male: ____ Female: ____

Last four digits of your of your Social Security #

NYS Driver's License #

APPROVED

DENIED



Kenneth W. Jenkins
Westchester County Executive

June 10, 2025

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 (the "County"), acting by and through its Department of Emergency Services (the "Department") to enter into an intermunicipal agreement ("IMA") with Fairview Fire District ("Fire District"), pursuant to which the County will grant a lease to the Fire District to use the County's Weapons of Mass Destruction ("WMD") Squad vehicle (the "WMD Vehicle") to respond to hazardous material incidents pursuant to the County's Fire Mutual Aid Plan (the "Plan").

The term of the proposed IMA is five (5) years commencing retroactively on January 1, 2025 and expiring on December 31, 2029, with either party having the right to terminate the IMA on thirty (30) days prior written notice.

The Fire District participates in WMD Squad 6 as part of the Plan. The WMD Squad 6 serves as an additional hazardous materials response resource in Westchester County.

In consideration for being permitted to use the WMD Vehicle, the Fire District will agree to pay the County the sum of (\$1.00) dollar per annum. In addition, the Fire District will agree to use the WMD Vehicle in connection with responding to hazardous materials incidents pursuant to the Plan in Westchester County.

The Fire District shall only be permitted to use the WMD Vehicle for training exercises and in responding to mutual aid requests involving hazardous materials pursuant to the terms of the Plan.

Office of the County Executive
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Telephone: (914)995-2900

Email: ceo@westchestercountyny.gov



The Fire District shall ensure that only qualified and certified firefighters, who are properly trained and licensed, operate and utilize the WMD Vehicle. In addition, each firefighter who operates the WMD Vehicle shall be pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator prior to the firefighter operating the WMD Vehicle. Also, each firefighter who operates the WMD Vehicle shall complete all forms and provide all information required by the County Office of Risk Management.

When not in use, the Fire District shall store the WMD Vehicle at one of its two fire houses located at 19 Rosemont Boulevard, White Plains, New York 10607 and / or 290 Worthington Road, White Plains, New York 10607.

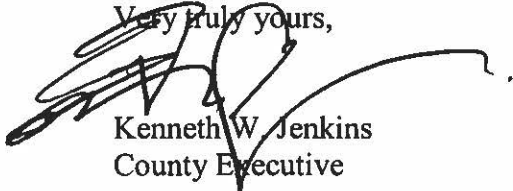
The WMD Vehicle must be made immediately available to the County in the event of an emergency as determined by the Department's Commissioner in his/her sole discretion.

The goals and objectives of this proposed IMA is to enable the Department to respond to hazardous material incidents thereby helping the County and the Fire District better respond to mutual aid events involving hazardous materials.

The Department has further advised that the County shall retain ownership of the WMD Vehicle and shall be responsible for the maintenance and repair of the WMD Vehicle.

I believe that the proposed IMA is in the best interest of the County, and, therefore, recommend your favorable action on the annexed Act.

Very truly yours,

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

Kenneth W. Jenkins
County Executive

KWJ/SS/RN/mb
Att.

It should be noted that an affirmative vote of a majority of the voting strength of your Honorable Board is required in order to adopt the proposed Act. Your Committee has carefully considered the annexed proposed Act and recommends its adoption.

Dated: _____, 2025
White Plains, New York

COMMITTEE ON

C/mb/6/9/25

AN ACT authorizing the County of Westchester, acting by and through its Department of Emergency Services to enter into an intermunicipal agreement with Fairview Fire District to use a County Weapons of Mass Destruction Vehicle for a term commencing retroactively January 1, 2025 through December 31, 2029.

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

Section 1. The County of Westchester (“Westchester”) acting by and through its Department of Emergency Services (the “Department”) is hereby authorized to enter into an Intermunicipal Agreement (“IMA”) with Fairview Fire District, whereby the County will grant a lease to the Fire District to use the County’s Weapons of Mass Destruction (“WMD”) Squad vehicle (the “WMD Vehicle”) for a term commencing retroactively on January 1, 2025 and expiring on December 31, 2029, with either party having the right to terminate the IMA upon thirty (30) days prior written notice.

§2. In consideration for the license, the Fire District agrees to pay the County the sum of (\$1.00) dollar per annum. In addition, the Fire District will agree to use the WMD Vehicle in responding to hazardous materials incidents in Westchester pursuant to the County Fire Mutual Aid Plan, and the WMD Vehicle must be made immediately available to the County in the event of an emergency as determined by the Department’s Commissioner in her/his sole discretion.

§3. When not in use, the Fire District shall store the WMD Vehicle at one of its two fire houses located at 19 Rosemont Boulevard, White Plains, New York 10607 and / or 290 Worthington Road, White Plains, New York 10607.

§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.

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

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act which, if approved, would authorize the County of Westchester (“County”) acting by and through its Department of Emergency Services (the “Department”) to enter into an intermunicipal agreement (“IMA”) with Fairview Fire District (“Fire District”), pursuant to which the County will grant a lease to the Fire District to use the County’s Weapons of Mass Destruction (“WMD”) Squad vehicle (the “WMD Vehicle”) to respond to hazardous material incidents pursuant to the County’s Fire Mutual Aid Plan (the “Plan”).

The term of the proposed IMA is five (5) years, commencing retroactively on January 1, 2025 and expiring on December 31, 2029, with either party having the right to terminate the IMA on thirty (30) days prior written notice.

The Fire District participates in WMD Squad 6 as part of the Plan. The WMD Squad 6 serves as an additional hazardous materials response resource in Westchester County.

In consideration for being permitted to use the WMD Vehicle, the Fire District will agree to pay the County the sum of (\$1.00) dollar per annum. In addition, the Fire District will agree to use the WMD Vehicle in connection with responding to hazardous materials incidents pursuant to the Plan in Westchester County.

The Fire District shall only be permitted to use the WMD Vehicle for training exercises and in responding to mutual aid requests involving hazardous materials pursuant to the terms of the Plan.

The Fire District shall ensure that only qualified and certified firefighters, who are properly trained and licensed, operate and utilize the WMD Vehicle. In addition, each firefighter who

operates the WMD Vehicle shall be pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator prior to the firefighter operating the WMD Vehicle. Also, each firefighter who operates the WMD Vehicle shall complete all forms and provide all information required by the County Office of Risk Management.

When not in use, the Fire District shall store the WMD Vehicle at one of its two fire houses located at 19 Rosemont Boulevard, White Plains, New York 10607 and / or 290 Worthington Road, White Plains, New York 10607.

The WMD Vehicle must be made immediately available to the County in the event of an emergency as determined by the Department's Commissioner in her/his sole discretion.

The goals and objectives of this proposed IMA is to enable the Department to respond to hazardous material incidents thereby helping the County and the Fire District better respond to mutual aid events involving hazardous materials.

The Department has further advised that the County shall retain ownership of the WMD Vehicle, and shall be responsible for the maintenance and repair of the WMD Vehicle.

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.

THE INTERMUNICIPAL AGREEMENT made _____, 2025 by and between:

THE COUNTY OF WESTCHESTER, acting by and through its Department of Emergency Services (the “Department”), 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, (hereafter referred to as the “County”).

and

FAIRVIEW FIRE DISTRICT, a district corporation of the State of New York, having an office and place of business at 19 Rosemont Blvd, White Plains, New York 10607 (hereafter referred to as the “Fire District”)

(The “County” and the “Fire District” may be referred to collectively as the “Parties” or individually as a “Party”).

W I T N E S S E T H:

WHEREAS, the Fire District participates in the County’s Fire Mutual Aid Plan, which may be amended from time to time by the Commissioner of the Department (the “Plan”); and

WHEREAS, pursuant to the Plan, the Fire District participates in Weapons of Mass Destruction (“WMD”) Squad 6, which serves as an additional hazardous materials response resource in the County of Westchester, New York; and

WHEREAS, on or about October 1, 2020 and October 18, 2021, the County entered into grant agreements (collectively the “Grant Agreements”) with the New York State Department of Homeland Security and Emergency Services (“DHSES”) to accept federal grant funds to (1) prevent terrorist attacks and mitigate against man-made and natural hazards; (2) protect the people of New York, its critical infrastructure and key resources; and (3) prepare to respond to and recover from both man-made and natural disasters; and

WHEREAS, through the Grant Agreements, the County purchased, among other things, WMD Squad vehicle(s); and

WHEREAS, the Fire District desires to use one of the County's WMD Squad Vehicles for purposes of responding to hazardous materials incidents; and

WHEREAS, the County desires to lease one of the County's WMD Squad Vehicles to the Fire District according to the terms set forth herein; and

NOW, THEREFORE, the Parties hereto in consideration of the mutual covenants, agreements, terms and conditions herein set forth do agree as follows:

1. WMD Vehicle: (a): The County hereby leases to the Fire District the County's WMD Squad Vehicle ("WMD Vehicle"), as further described in Schedule "A" annexed hereto and made a part hereof.

(b) The Fire District shall use the WMD Vehicle for training exercises and in responding to mutual aid requests involving hazardous materials pursuant to the terms of the Plan. No other authorized use of the WMD Vehicle is permitted, absent any further written notice by the Commissioner of the Department, or his/her authorized designee (the "Commissioner").

When not in use by the Fire District, the Fire District agrees to store the WMD Vehicle at one of the following locations owned and operated by the Fire District:

Fairview Fire District Headquarters
19 Rosemont Blvd
White Plains, New York 10607
SBL: 7.490-301-13

or

Fairview Fire District Station 2
290 Worthington Road
White Plains, New York 10607
SBL: 7.520-319-1.SG and 7.520-319-1.SE

(collectively, the "Properties").

The Fire District shall protect the WMD Vehicle from weather and like elements by housing it inside one of the fire houses bays located at one of the Properties. The County understands that the Fire District, from time to time, may need to park the WMD Vehicle outside the fire house bays located on one of the Properties, however, the Fire District will use best efforts to limit the amount of time that the WMD Vehicle is parked outside.

(c) Under the supervision of the County, the Fire District shall relocate the hazardous materials decontamination equipment currently located in a trailer at the Fairview Fire District Station 2, into the WMD Vehicle. The Parties acknowledge that the Parties will be entering into a separate agreement regarding the hazardous materials decontamination equipment, which shall include an inventory of said equipment that will be stored in the WMD Vehicle, subject to receiving all necessary legal approvals.

(d) The County makes no warranties of any kind, either directly or indirectly, express or implied, as to the condition of the WMD Vehicle or any part thereof, including but not limited to, the WMD Vehicle durability, merchantability or fitness for any particular purpose, except that the County warrants that it has title to the WMD Vehicle. The WMD Vehicle shall be tendered and accepted in its present "as is" condition.

(e) The Fire District agrees and shall ensure that only qualified and certified firefighters, who are properly trained and licensed, operate and utilize the WMD Vehicle (collectively, the "Firefighter Operators" and individually the "Firefighter Operator"), in accordance with the terms of this Agreement and all applicable requirements and laws.

(f) Each Firefighter Operator shall be pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator prior to the Firefighter Operator being authorized by the County to operate the WMD Vehicle, and shall comply with all requirements established by the County's Director of Risk Management. Each Firefighter Operator shall complete all forms and provide all information required by the County Office of Risk Management, including, but not limited to submitting a valid New York Driver's License, a signed authorization to obtain a drivers abstract from each Firefighter Operator, and a completed

“Request for Approval to Drive an Official County Vehicle” form, which is attached hereto as Schedule “D”.

(g) The Fire District agrees and shall ensure that each Firefighter Operator complies with the Westchester County Executive Order No. 8-1998, prior to operating the WMD Vehicle.

(h) The Fire District agrees and shall ensure that the Fire District and each Firefighter Operator complies with all applicable terms and conditions of the Westchester County Drivers Manual, as it may be amended from time to time (the “Manual”), the current version of which is attached hereto and made a part hereof as Schedule “C”. The Fire District shall provide each Firefighter Operator with a copy of the Manual, and a copy of the Manual shall remain in the WMD Vehicle at all times.

The Fire District shall notify all Firefighter Operators that use of the WMD Vehicle in violation of the terms and conditions of the Manual will result in the immediate suspension of such Firefighter Operator’s privilege to drive the WMD Vehicle and appropriate disciplinary action. In the event the Fire District learns of unauthorized use of the WMD Vehicle by its Firefighter Operator, the Fire District shall promptly take appropriate disciplinary action against such firefighter to enforce the Manual. Lack of timely enforcement of the Manual by the Fire District will be grounds for termination of this Agreement by the County.

(i) The Fire District shall verify that each Firefighter Operator has fulfilled all training requirements in accordance with all federal, state and County requirements, and applicable laws and regulations.

(j) The Fire District shall provide the Commissioner with a written list of Firefighter Operators who have complied with (f), (g) and (h) above and provide the Commissioner with any information or documentation that may be reasonably requested by the Commissioner (the “List”). The Commissioner reserves the right in the Commissioner’s sole discretion, to remove any person from the list or to suspend and/or not permit any person named on the List, to operate the WMD Vehicle. The Fire District understands that only person(s) on the List may operate the WMD Vehicle. The Fire District shall notify the County within thirty (30) days of a Firefighter

Operator being separated from the Fire District, whether by retirement, resignation, termination or otherwise.

The Fire District shall notify the County if it wishes to add a Firefighter Operator to the List and shall provide the Commissioner with an updated List for his/her approval.

(k) The WMD Vehicle keys shall be stored in a secure location either inside the dispatch room/radio room or office area in the firehouse where the WMD Vehicle is located. The Fire District agrees and understands that only authorized person(s) shall have access to the WMD Vehicle.

2. Emergency use by County: Notwithstanding anything herein to the contrary, the WMD Vehicle must be made immediately available to the County in the event of an emergency. The existence of an emergency shall be determined by the Commissioner in her sole discretion and shall include, but not be limited to, riots, floods and transportation strikes, natural disasters, wherever they may occur. In the event the Fire District is answering a call which requires the use of the WMD Vehicle and it is during the time the Commissioner has determined an emergency exists requiring the return of the WMD Vehicle to the County, the Fire District agrees to use its best efforts to return the WMD Vehicle to the County in a prompt and timely fashion and in so doing shall notify the Commissioner of the anticipated time of return.

3. Term: The term of this Agreement shall commence retroactively on January 1, 2025, and expire on December 31, 2029 (the "Term"), unless terminated sooner as hereinafter provided.

4. Termination: (a) In the event Fire 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 Fire District provided however, that the Fire 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 Fire 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 Fire District.

(b) Either Party shall have the right to terminate this Agreement, in whole or in part, upon thirty (30) days written notice to the other, when it deems termination to be in its best interest.

(c) Upon termination or expiration of this Agreement, all right(s) of the Fire District to use WMD Vehicle shall absolutely cease and terminate as though this Agreement had never been made, but the Fire District shall remain liable as herein provided.

Immediately upon expiration or termination of this Agreement, the Fire District shall, at its sole cost and expense, at the request of the County, deliver possession of the WMD Vehicle to the County at any location within the County as the County may designate whereupon the Fire District shall affect such delivery within twenty-four (24) hours of receipt of such designation in writing from the County to the Fire District. For the purpose of delivering possession of the WMD Vehicle, in working condition and available for the County's use, to the County as above required, the Fire District shall, at its own expense and cost:

- (i) remove all of its own personal property from the WMD Vehicle, in a timely fashion, prior to the County taking possession. Any personal property of the Fire District, its officers, employees, agents, independent contractors and/or subcontractors, not removed by the Fire District upon expiration or termination or after notice by the County to so remove, shall be deemed to be abandoned and may be removed and disposed of by the County, at the sole cost of the Fire District, provided that the County shall have no affirmative obligation to remove such property; and
- (ii) forthwith deliver such WMD Vehicle to a location within the County as the County may designate in a complete and operable condition.

If the Fire District fails to deliver or make the WMD Vehicle available as set forth above, the County shall have the right to take possession of the WMD Vehicle without notice or demand, with or without a court order or other process of law, wherever it may be located. The County shall have the right to recover from the Fire 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, and the Fire District waives all claims against the County with respect to such taking of possession.

5. Consideration: In consideration for the right to use the WMD Vehicle pursuant to this lease, the Fire District agrees to pay the County the sum of (\$1.00) dollar per annum of the Term. As additional consideration for this lease, the Fire District agrees to use the WMD Vehicle in connection to responding to hazardous materials incidents pursuant to the Plan. No payment shall be made by the County to the Fire District for out-of-pocket expenses or disbursements made in connection with this Agreement.

6. Title: The County will maintain all right, title and interest to the WMD Vehicle. The County shall cause the WMD Vehicle to be delivered to the Fire District within ten (10) days of execution of this Agreement. The Fire District agrees that it shall not transfer the WMD Vehicle.

7. Maintenance & Repair: (a) The Fire District, at its sole cost and expense, shall (i) keep the Properties and the fixtures and equipment thereon clean, safe and in good order, and (ii) make all repairs necessary to keep the Properties in a clean, safe and good condition. In addition, Fire District, at its sole cost and expense, shall be responsible to keep the area where the WMD Vehicle is located free of snow, ice, dirt, rubbish, and/or any other obstacles.

(b) The County shall be responsible for the maintenance and repair of the WMD Vehicle and its equipment provided the maintenance or repair arises out of the normal use of the WMD Vehicle and not as a result of the Fire District's misuse. In the event the maintenance or repair,

or alteration is due to the Fire District's misuse, as the reasonable and good faith determination of the Commissioner, the Fire District shall be responsible to perform the maintenance or repair of the WMD Vehicle and return it to a condition similar to that in which it was received by the Fire District at the commencement of this Agreement.

(c) No markings, other than those the County places on the WMD Vehicle, are permitted. No exterior or interior advertising may be placed upon WMD Vehicle.

(d) The Fire District shall notify the County immediately upon knowledge of the need for a repair and indicate the repair so required.

(e) The design, quality and component part of any and all repairs shall conform to all applicable requirements and to all applicable standards. Rebuilt parts or units 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 WMD Vehicle.

All work carried out by the Fire District, its officers, employees, agents, independent contractors and/or subcontractors to the WMD Vehicle shall in all respects be in accordance with current industry standards and trade practices, if any. No work to the WMD Vehicle shall be authorized unless the Fire District provides written notice to the Commissioner and the Fire District receives written confirmation from the Commissioner approving the work to be undertaken.

In the event of a dispute regarding maintenance or alteration or repairs of the WMD Vehicle, the reasonable and good faith determination of the Commissioner shall be final.

(f) The County shall be responsible for the payments for any charges, inspection fees, or other costs, including gross receipts taxes, highway use taxes, or vehicle excise taxes imposed upon the WMD Vehicle or the operation thereof, whether such taxes, charges, fees or other costs are levied against the Fire District or the County. In addition, the County shall pay all expenses, including titling, in connection with the use and operation of the WMD Vehicle during the term

of this Agreement including, but not limited to, fuel, oil, grease, repairs, maintenance, or other expenses thereof. The Fire District shall schedule with the Commissioner and bring the WMD Vehicle to the County at a time and location designated by the Commissioner for inspection, repair, maintenance, and fueling.

(g) The Fire District shall maintain the WMD Vehicle in a manner whereby the WMD Vehicle and its equipment 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 WMD Vehicle. In addition, the interior of the WMD Vehicle must be maintained clean and free from torn upholstery or floor covering, damaged or broken seats and sharp edges.

(h) The Commissioner may reasonably order repairs to be made at any time to ensure that the WMD Vehicle is safe and dependable in accordance with the requirements of this Agreement, and, in such a case, the Fire District shall deliver the WMD Vehicle to the County as required by the Commissioner in order to carry out such repairs.

(i) The Fire District shall inspect the WMD Vehicle daily to make sure it is operational.

(j) Should the WMD Vehicle require repair, including, but not limited to motor vehicle accidents, fires or repair attributable to other circumstances, the costs of which are otherwise covered by an insurance policy, the Parties shall use their best efforts to, within ten (10) days get the WMD Vehicle inspected by an insurance adjuster. Once the WMD Vehicle has been so inspected, the Fire District will take all necessary steps to have the WMD Vehicle repaired through the insurance, including, but not limited to, reporting the accident or claim, getting repair estimates, providing all necessary details and statements, getting the WMD Vehicle repaired and closing the claim.

(k) It is understood by the Parties hereto that New York General Municipal Law §209(2) provides that loss or damage to, or expenses incurred in operation of equipment used in answering a call for assistance, is a charge against and paid by the requesting entity. The Fire District shall work with the County and take any and all action that is required to be

taken in order to preserve a claim against a third party for loss or damage to, or expenses incurred in the operation of the WMD Vehicle in answering a call for assistance or a call for mutual aid.

(l) Fire District shall not perform any material alteration to the WMD Vehicle or its equipment without the County's prior written consent. All alterations made to the WMD Vehicle, in particular such alterations which are meant to be permanently affixed to the WMD Vehicle, shall become part of the WMD Vehicle and belong to the County. All such alterations shall be reported to the County. If the County consents, any alterations may be removed from the WMD Vehicle prior to their return to County upon the termination of this Agreement and any damage caused as a result of the removal of the alteration shall be repaired by the Fire District at its sole cost and expense.

(m) If the WMD Vehicle is in any manner improperly maintained, 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 WMD Vehicle with or without a court order or other process of law, wherever the WMD Vehicle is located, and effectuate the necessary repairs. The Fire District waives any and all claims against the County with respect to such taking of possession and agrees to remit to the County the cost of any repairs within thirty (30) days of receipt of a County claim therefor.

(n) Fire District shall not make any claims against the County whatsoever by reason of damage or loss of the WMD Vehicle or any part(s) thereof, or by reason of any interruption, from whatever cause, in the use, operation or possession of the WMD Vehicle or any part(s) thereof.

8. Inspection. The County or its authorized representative, shall have the right to enter the Properties at any time to inspect the WMD Vehicle as well as all relevant books, data and records related to the use and maintenance of the WMD Vehicle and this Agreement. The Fire District shall also permit inspection of same by any federal, state or municipal officer having jurisdiction. The County, at its sole cost and expense, shall promptly remedy any and all

violations issued as a result of such inspection, unless caused by the Fire District's misuse in which case, the Fire District shall promptly remedy such violation.

The County reserves the right to designate a specific time and place for inspection and registration of the WMD Vehicle. The Fire District shall comply with any such direction from the County.

The County shall maintain the WMD Vehicle so that it will pass all applicable inspections by the New York State Department of Transportation, New York State Department of Motor Vehicles and the Federal government or agencies authorized by those governments to make such inspections. The County shall be responsible for all costs incurred in enabling the WMD Vehicle to successfully pass inspection. The County shall comply with all governmental laws, regulations and rules with respect to the maintenance of the WMD Vehicle.

9. Wear and Tear: On expiration or termination of this Agreement, the Fire District shall return possession of the WMD Vehicle to the County, complete and operable, normal wear and tear expected.

10. Insurance and Indemnification: (a) The Fire District agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "B", the Fire District agrees:

(i) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Fire District shall indemnify and hold harmless the 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 directly or indirectly out of the performance or failure to perform hereunder by the Fire District or third parties under the direction or control of the Fire District; and

(ii) 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

(iii) in the event the Fire 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 Fire 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.

(b) The Fire District understands and agrees that the County self-funds its casualty and liability exposures in accordance with Local Law 6-1986 that amended the Laws of Westchester County to add a new Chapter 295 providing for the establishment and management of a liability and casualty reserve fund. As such, in lieu of any insurance requirements the Fire District may have, the Fire District agrees to accept a letter from the County's Director of Risk Management confirming the County's self-insured status, in satisfaction of any such insurance requirements.

11. Compliance with Laws: The Fire District shall obey, perform and comply, at its own expense, with the provisions of all federal, state and local laws, rules, regulations, orders or ordinance and requirements of every kind and nature, which now exist or are hereinafter enacted or promulgated ("Laws") affecting the conduct of its activities in connection with this Agreement. Without limiting the generality of the foregoing, the Fire District further agrees to comply, at its own expense, with all Laws applicable to it as an employer of labor, including the Labor Law, Workers' Compensation Law, State Unemployment Insurance Law, Federal Social Security Law and all rules and regulations promulgated by the United States Department of Labor and/or the Industrial Commissioner of the State of New York and any other applicable federal, state or local rules and regulations and all amendments and additions thereto as such may be applicable to the activities that are permitted under this Agreement.

12. Risk of Operation: The Fire District represents that it has examined the WMD Vehicle and has determined it to be suitable for its intended use. The Fire District bears all risk

of loss in connection with the use of the WMD Vehicle while under its care, custody and control, and expressly releases the County from any and all liability to it, except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence or the intentional acts of the County.

13. No Liens. The Fire 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 Agreement or any other document deemed desirable by the County to protect the County's title to the WMD Vehicle. The Fire District shall keep the WMD Vehicle free and clear of all levies, liens and encumbrances.

14. Notices: 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 delivered by hand or overnight delivery, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as 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. Notices shall be sent to the following:

To the Fire District:

Fairview Fire District
C/O Board of Fire Commissioners
19 Rosemont Blvd
White Plains, New York 10607

To the County:

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

With copies to:

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

15. Audits & Reports: (a) The Fire District agrees to utilize the WMD Vehicle only for the purposes and activities set forth in this Agreement and shall keep an accurate accounting of the WMD Vehicle and equipment contained therein received pursuant to this Agreement and the purpose for which the WMD Vehicle has been used by the Fire District. The Fire District will allow the County, the State and pertinent federal agencies to conduct periodic visits for the purposes of inspection, inventory of the WMD Vehicle and equipment contained therein and auditing the records required hereunder. The Fire District shall establish and maintain complete and accurate written records, documents, reports, accounts and any other such writing relating to its possession and use of all WMD Vehicle provided pursuant to this Agreement. These records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter.

(b) The Fire District shall prepare and deliver to the 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. Such information shall include, without limitation, the mileage of the WMD Vehicle, the number of passengers using the WMD Vehicle. Fire District shall conform its reports to any format reasonable requested by the Department. The Fire District shall complete any forms necessary for the County to report to the State or federal government with regard to the WMD Vehicle under the Grants Agreement.

16. Assignment: The Fire District shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without the prior written consent

of the County. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County shall be null and void.

17. Non-Discrimination: The Fire 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 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.

18. Remedies Cumulative: The 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 for the future of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any performance 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.

19. Entire Agreement: 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 term 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.

20. Counterparts: 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.

21. Choice of Law & Venue: This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York. In addition, the Parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

22. Severability: 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. This provision shall be interpreted and enforced to give effect to the original written intent of the Parties prior to the determination of such invalidity or unenforceability. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same. The use of headings is for the convenience of the Parties and are not deemed part of the Agreement.

23. Recitals and Headings: The recitals are hereby incorporated by reference. The headings herein are inserted for the convenience of the parties only and shall not be deemed to be a part of this Agreement.

24. Approval: This Agreement shall not be enforceable until signed by both Parties and approved by the Office of the County Attorney.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK/ SIGNATURE PAGE TO FOLLOW]

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

THE COUNTY OF WESTCHESTER

By: _____
Susan Spear
Commissioner,
Department Emergency Services

FAIREVIEW FIRE DISTRICT

By: _____
Name: _____
Title: _____

Approved by the Fire District's Board on the _____ day of _____, 2025.

Authorized by the Westchester County Board of Legislators by Act No. _____ duly adopted on
the _____ day of _____, 2025.

Approved:

Assistant County Attorney
The County of Westchester
k/bara/DES/2024 Fairview Fire District AGR ON134876

FIRE DISTRICT'S ACKNOWLEDGMENT

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

On the day of _____ in the year 2025,
_____, 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
(Fire District)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of Fire District)

(the "Fire District") a corporation duly organized in good standing under the _____

(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____ who signed said
(Person executing agreement)

agreement on behalf of the Fire District was, at the time of execution _____ of
(Title of such person),

the Fire District, that said agreement was duly signed for on behalf of said Fire District by

authority of its _____ thereunto duly authorized,
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this ____ day of _____, 2025, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(Title)

the municipal corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____

resides at _____, and that
he/she is the _____ of said municipal corporation.
(Title)

Notary Public

County

SCHEDULE "A"

DESCRIPTION OF VEHICLE

MAKE:

MODEL:

YEAR:

VIN #

NEW YORK PLATE:

DRAFT

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS **(Fire District)**

1. Prior to commencing work, and throughout 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. The 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 either 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 Director, 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 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 the 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 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) Full Commercial Auto Coverage consisting of Physical Damage on a direct and primary basis and Auto Liability coverage, respectively providing Comprehensive, Collision, and Auto Liability insurance. Auto Liability Insurance with a minimum limit of liability per occurrence of \$5,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$5,000,000, unless otherwise indicated in the contract specifications. Uninsured and Underinsured coverage matching the insured's minimum auto liability limit, as well as mandatory Personal Injury Protection (PIP) must be provided. Auto coverage must be provided by way of a primary & noncontributory policy endorsement. 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.

SCHEDULE "C"

[INSERT WESTCHESTER COUNTY DRIVERS MANUAL, STARTING ON NEXT PAGE]

DRAFT

SCHEDULE "D"
REQUEST FOR APPROVAL TO DRIVE AN OFFICIAL COUNTY OF WESTCHESTER
VEHICLE

DRAFT

DEPARTMENT OF LAW, Division Of Risk Management

REQUEST FOR APPROVAL TO DRIVE AN OFFICIAL COUNTY OF WESTCHESTER VEHICLE

Kandy Davenport
Director of Risk Management
MOB I Suite 241

Please send to rmou@westchestergov.com 914-995-2740

Departmental Administrative Unit - • Complete This Section

From: _____ Phone #: _____
Department: _____ Fax #: _____
Return Address: _____
Contractor: _____ LGFS CODE _____
DEPT. CODE _____

Contract Number: _____ Contract Name: PSEF- Public Safety Emergency Force

Term of Contract: _____ to _____ Account Codes: 388800

Please attach letter from the County Executive's Office – Executive Order No. 8-1998

CONTRACTOR INFORMATION

I AUTHORIZE THE COUNTY OF WESTCHESTER / OFFICE OF RISK MANAGEMENT TO OBTAIN AND MONITOR MY
DRIVING RECORD FOR THE TERM OF THIS CONTACT

SIGNATURE

Name: _____
Last First Initial

Address: _____

Date of Birth: ____ / ____ / ____ Sex: Male: ____ Female: ____

Last four digits of your of your Social Security #

NYS Driver's License #

--	--	--	--	--	--	--	--	--	--

APPROVED

DENIED