



George Latimer
County Executive

November 1, 2022

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

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Emergency Services ("Department"), to enter into a multi-party Municipal Mutual Aid and Assistance Agreement (the "Agreement") with Suffolk County, Nassau County, the City of New York, the City of Yonkers and the Port Authority of New York and New Jersey (collectively the "Principal Jurisdictions") for the purpose of coordinating the sharing of Major Emergency Transportation Unit ("METU") program resources, personnel and equipment in the event of a local disaster or other emergency.

By way of background, the New York City Urban Area Work Group (the "Work Group"), comprised of members of the Principal Jurisdictions, is responsible for coordinating the use of Urban Area Security Initiative ("UASI") federal funding. The primary goal of the Work Group is to help build and sustain capabilities to prevent, protect against, respond to, and recover from threats or acts of terrorism. Because the New York City metropolitan area's population density makes it particularly vulnerable to manmade and natural disasters, it is imperative to have resources in place for transportation of large quantities of casualties beyond the capabilities regularly available to local jurisdictions. METU vehicles provide this type of specialized on-scene resource. The County's METU can accommodate ambulatory, bed-bound and wheelchair-dependent persons, allowing them to support evacuation operations at hospitals and nursing homes. Other Work Group members have METU vehicles similar to the County's with some variations in capability and mission.

The proposed Agreement will provide a framework for the coordination of METU resources, personnel and equipment among the Principal Jurisdictions. Pursuant to the terms of the proposed Agreement, the obligations of the Principal Jurisdictions will include, but shall not be limited to: provision of aid and assistance in the event of a local disaster or other emergency; designation of primary communications centers and procedures for requesting aid and assistance; designation of supervisory personnel; and reimbursement by requesting jurisdiction for aid and assistance provided by assisting jurisdiction.

The Agreement will take effect upon its execution by all parties and shall continue for a term of five (5) years thereafter. As your Honorable Board is aware, Section 119-o of the New York State General Municipal Law requires your Honorable Board's approval whenever the County enters into intermunicipal agreements with local municipalities which involve shared services or performing services one for the other.

The Planning Department has advised that based on its review, the proposed Agreement does not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators.

Approval of this legislation will enable the County to strengthen its emergency response capabilities. Accordingly, I urge passage of the annexed legislation.

Sincerely,

A handwritten signature in black ink, appearing to read "George Latimer", written in a cursive style.

George Latimer
County Executive

GL/RGM/jpg
Attachments

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

Your Committee is in receipt of a communication from the County Executive recommending the approval of an Act which would authorize the County of Westchester (the “County”), acting by and through its Department of Emergency Services (“Department”), to enter into a multi-party Municipal Mutual Aid and Assistance Agreement (the “Agreement”) with Suffolk County, Nassau County, the City of New York, the City of Yonkers and the Port Authority of New York and New Jersey (collectively the “Principal Jurisdictions”) for the purpose of coordinating the sharing of Major Emergency Transportation Unit (“METU”) program resources, personnel and equipment in the event of a local disaster or other emergency.

Your Committee is advised that the New York City Urban Area Work Group (the “Work Group”), comprised of members of the Principal Jurisdictions, is responsible for coordinating the use of Urban Area Security Initiative (“UASI”) federal funding. The primary goal of the Work Group is to help build and sustain capabilities to prevent, protect against, respond to, and recover from threats or acts of terrorism. Because the New York City metropolitan area’s population density makes it particularly vulnerable to manmade and natural disasters, it is imperative to have resources in place for transportation of large quantities of casualties beyond the capabilities regularly available to local jurisdictions. METU vehicles provide this type of specialized on-scene resource. The County’s METU can accommodate ambulatory, bed-bound and wheelchair-dependent persons, allowing them to support evacuation operations at hospitals and nursing homes. Other Work Group members have METU vehicles similar to the County’s with some variations in capability and mission.

Your Committee is advised that the proposed Agreement will provide a framework for the coordination of METU resources, personnel and equipment among the Principal Jurisdictions. Pursuant to the terms of the proposed Agreement, the obligations of the Principal Jurisdictions will include, but shall not be limited to: provision of aid and assistance in the event of a local disaster or other emergency; designation of primary communications centers and procedures for requesting aid and assistance; designation of supervisory personnel; and reimbursement by requesting jurisdiction for aid and assistance provided by assisting jurisdiction.

Your Committee is advised that the Agreement will take effect upon its execution by all parties and shall continue for a term of five (5) years thereafter. As this Honorable Board is aware, Section 119-o of the New York State General Municipal Law requires your Honorable Board's approval whenever the County enters into intermunicipal agreements with local municipalities which involve shared services or performing services one for the other.

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Your Committee has been advised that a majority of the voting strength of the Board of Legislators is required to adopt the annexed Act. After review and careful consideration, your Committee recommends favorable action upon the proposed legislation.

Dated: _____, 2022
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: RPA NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 0

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 \$ 0

Describe: An Act authorizing the County of Westchester, acting by and through its Department of Emergency Services, to enter into an agreement with Suffolk County, Nassau County, the City of New York, the City of Yonkers and the Port Authority of New York and New Jersey for the purpose of coordinating the sharing of Major Emergency Transportation Unit ("METU") program resources, personnel and equipment.

Potential Related Revenues: Annual Amount \$ 0

Describe: _____

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

Current Year: 0

Next Four years: 0

Prepared by: Julia Criscitelli

Title: Budget Specialist III

Department: Emergency Services

Reviewed By: *[Signature]*

PH

Budget Director

10/31/02

If you need more space, please attach additional sheets.

ACT NO. 2022- _____

AN ACT authorizing the County of Westchester to enter into a multi-party Municipal Mutual Aid and Assistance Agreement with Suffolk County, Nassau County, the City of New York, the City of Yonkers and the Port Authority of New York and New Jersey for the purpose of coordinating the sharing of Major Emergency Transportation Unit (“METU”) program resources, personnel and equipment in the event of a local disaster or other emergency.

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

Section 1. The County of Westchester (“County”), acting by and through its Department of Emergency Services (“Department”), is hereby authorized to enter into a multi-party Municipal Mutual Aid and Assistance Agreement (the “Agreement”) with Suffolk County, Nassau County, the City of New York, the City of Yonkers and the Port Authority of New York and New Jersey for the purpose of coordinating the sharing of METU program resources, personnel and equipment in the event of a local disaster or other emergency.

§2. The Agreement will commence upon execution by all parties and remain in effect for a period of five (5) years thereafter.

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

§4. This Act shall take effect immediately.

**New York City Urban Area Municipal Mutual Aid and Assistance Agreement
For Major Emergency Transportation Units ("METU")**

AGREEMENT made this _____ day of _____, 2022, by and between

the **County of Suffolk**, acting by and through its Department of Fire, Rescue and Emergency Services, with its principal offices located at 102 East Ave, Yaphank, New York;

the **County of Nassau**, acting by and through its Office of Emergency Management, with its principal offices located at 510 Grumman Road West, Bethpage, New York;

the **County of Westchester**, acting by and through the Department of Emergency Services, with its principal offices located at 4 Dana Road, Valhalla, New York;

the **City of New York**, acting by and through its Fire Department, with its headquarters located at 9 MetroTech Center, Brooklyn, New York, and its Emergency Management Department, with its principal offices located at 165 Cadman Plaza East, Brooklyn, New York;

the **City of Yonkers**, acting by and through its Police Department (Emergency Services Unit), with its principal offices located at 104 South Broadway, Yonkers, New York and its Office of Emergency Management, with its principal offices located at 789 Saw Mill River Road, Yonkers, New York;

the **Port Authority of New York and New Jersey** ("the Port Authority"), acting by and through its Office of Emergency Management, with its principal offices located at 241 Erie Street, Room 202, Jersey City, New Jersey,

hereinafter referred to each as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the Counties of Suffolk, Nassau, Westchester ("the Counties"), the Cities of New York and Yonkers ("the Cities"), and the Port Authority are desirous of entering into this Agreement in order to coordinate the sharing of Major Emergency Transportation Unit ("METU") program resources, personnel and equipment in the event of a local disaster or other emergency; and

WHEREAS, the County of Suffolk, acting by and through its Department of Fire, Rescue and Emergency Services, which operates the emergency fire and medical dispatch component of the Suffolk County 911 System, includes the Office of Emergency Management, prepares emergency disaster plans for Suffolk County and the interagency coordination of the response to such disasters and other emergencies, and is responsible for, among other things, coordination and dispatch of responses to disasters and emergencies, including the coordination of intra-County and inter-County mutual aid responses; and

New York City Urban Area Working Group - Major Emergency Transportation Unit Municipal Aid and Assistance Agreement

WHEREAS, the County of Nassau, acting by and through its Office of Emergency Management, is responsible, among other things, for the preparation of emergency disaster plans for Nassau County and the interagency coordination of the response to such disasters and other emergencies, and the coordination and dispatch of responses to disasters and emergencies, including the coordination of intra-County and inter-County mutual aid responses; and

WHEREAS, the County of Westchester, acting by and through its Department of Emergency Services, is responsible for, among other things, coordination and dispatch of responses to disasters and emergencies, including the coordination of intra-County and inter-County mutual aid responses of its 45 local municipalities, independent fire districts, incorporated volunteer ambulance corps, hospital-based Emergency Medical Services ("EMS") units and certain commercial EMS providers; and

WHEREAS, the County of Westchester is in a position to request those local municipalities and organizations to provide their services and resources, subject to the discretion of that local municipality/organization as to whether to participate; and

WHEREAS, the City of Yonkers, acting by and through its Police Department Emergency Services Unit in conjunction with the Office of Emergency Management, the agent charged by City Charter with coordination of the preparation of the City of Yonkers Emergency Disaster Plan for the City of Yonkers, and the interagency coordination of the responses to such disasters and other emergencies has entered into agreement with the State of New Jersey, the Counties of Suffolk and Nassau, and the City of New York for coordination of mutual aid and dispatch of Intra-County, Inter-County, Intra-City, Inter-City mutual response plan; and

WHEREAS, the City of New York, acting by and through its Fire Department ("FDNY"), an ambulance agency certified by the New York State Health Department, provides pre-hospital emergency medical treatment and transport to the people of New York City through the New York City 911 System, and operates the emergency medical dispatch component of the New York City 911 System; and

WHEREAS, the City of New York, acting through FDNY and its Emergency Management Department ("NYCEMD"), the agency charged by the New York City Charter with the preparation of emergency disaster plans for New York City and the interagency coordination of the response to such disasters and other emergencies, has entered into agreements with the State of New Jersey, the Counties of Nassau and Suffolk, and the New York City Regional Emergency Services Council, for the coordination of mutual aid and dispatch of ambulance resources in response to disasters and emergencies in New York City and surrounding jurisdictions; and

WHEREAS, the Port Authority, acting by and through its Office of Emergency Management ("Port Authority OEM"), continually provides the means to strengthen the Port Authority's ability to prepare, respond, recover and mitigate security risks, technological, intentional and natural hazards. It is by these means that Port Authority OEM will make every effort to do this by developing and implementing plans and programs. The focus of which is to preserve life, protect critical infrastructure, manage crisis events, and restore core business functions. Thus, maintaining the highest quality and most efficient transportation services vital to economic competitiveness of the region; and

WHEREAS, this Agreement will permit the Parties to have access to METU resources, personnel and equipment available in the event of a local disaster or other emergency; and

WHEREAS, this Agreement fulfills the Counties and Cities' obligations under United State Department of Homeland Security ("DHS") funding and furthers the policy objectives of DHS and the State of New York by promoting the utilization of METU resources and the coordination among all levels of government to disasters and other emergencies through the provision of mutual aid,

NOW, THEREFORE, the Parties to this Agreement agree as follows:

SECTION I

BACKGROUND

- A. The New York City Urban Area Work Group ("NYC-UAWG") is the coordinating body for effective and efficient utilization of available Urban Area Security Initiative ("UASI") federal funding intended to help build and sustain capabilities to prevent, protect against, respond to, and recover from threats or acts of terrorism. Each of the principal jurisdictions (defined below) that constitute the NYC-UAWG has identified the complexities associated with mass casualty incidents and evacuation scenarios.
- B. The NYC-UAWG principals ("NYC-UAWG Principals") include the Counties, the Cities and the Port Authority.
- C. The authority to coordinate METU resources pursuant to this Agreement has been delegated by each NYC-UAWG Principal to its duly recognized emergency management coordination and communications entity. Because of the New York metropolitan area's population density and vulnerability to manmade and natural disasters, it is imperative to have in place additional resources for transportation of large quantities of casualties beyond the capabilities regularly available to local jurisdictions. At the direction of the NYC-UAWG Principals and in response to the unique threats facing the Nation, State, and New York metropolitan area, an advisory subcommittee was established to facilitate for NYC-UAWG Principals the acquisition of several major emergency transportation vehicles to enhance each NYC-UAWG Principal's ability to transport large numbers of casualties during a local disaster or other emergency.
- D. METU resources provide a specialized on-scene resource, providing a mobile climate-controlled environment, depending on the design of the particular METU, and can be used for either triage, treatment, rehabilitation, transport and/or other first responder operations at the scene of a local disaster or other emergency. The primary intended uses of METU resources may include one or more of the following:
 - Evacuation: Each METU can accommodate ambulatory, bed-bound and wheelchair-dependent persons, allowing them to be used to evacuate hospitals, nursing homes, schools and residential areas.
 - Mass Casualty Response: METU are equipped with stretchers to move non- ambulatory persons to the litters positioned throughout the vehicle. The METU may be equipped with oxygen and portable suction units.

New York City Urban Area Working Group - Major Emergency Transportation Unit Municipal Aid and Assistance Agreement

- Scene Support/Rehabilitation: METU can be used to provide temporary shelter and/or to serve as a rehabilitation area during extended emergency operations.

SECTION II

DEFINITIONS

- A. "Agreement": this "New York City Urban Area Major Emergency Transportation Unit Municipal Mutual Aid and Assistance Agreement."
- B. "Aid and Assistance": the provision of METU personnel, equipment, facilities, services, supplies, and other resources that are routinely utilized to conduct emergency response operations.
- C. "Authorized Representative": an official of a Party to this Agreement who has been authorized in writing by that Party pursuant to the terms of this Agreement, to request, offer, or authorize Aid and Assistance under the terms of this Agreement.
- D. "Local disaster or other emergency": the occurrence or imminent threat of widespread or severe damage, injury, loss of life or property resulting from any natural or man-made causes, including, but not limited to: fire; flood; earthquake; hurricane; tornado; high water; landslide; mudslide; wind; storm; wave action; volcanic activity; epidemic; air contamination; intentional, accidental or unintended release of any substance or material in any form or quantity which poses an unreasonable risk to safety and health and to property when released; natural incidents; explosions; fires; collapses; blight; drought; infestation; radiological accident; water contamination; bridge failure or bridge collapse or any other incident that directly affects public safety.
- E. "FEMA": the Federal Emergency Management Agency.
- F. "METU": Major Emergency Transportation Unit, a bus-like vehicle designed to transport large numbers of victims during a mass casualty or evacuation event.
- G. "Assisting Jurisdiction": a party to this Agreement that provides (or, in the case of Westchester County, coordinates and dispatches) Aid and Assistance to another party that is requesting such Aid and Assistance.
- H. "Requesting Jurisdiction": a party to this Agreement that requests and receives Aid and Assistance pursuant to this Agreement.

SECTION III

PURPOSE AND POLICY

- A. This Agreement provides the framework for the coordination of METU resources, personnel and equipment among the Parties. It is not intended to void or supersede other agreements among the Parties that provide for mutual aid.
- B. Assisting Jurisdictions having ownership and control of METU resources will utilize such resources in accordance with their own policies and procedures, as well as be responsible for vehicle operation policies and procedures, and operator qualifications and training. It is expected that such policies will address operational safety, including training in safe vehicle operation and applicable traffic laws and regulations.
- C. It is the expectation of the Parties that the Assisting Jurisdictions having ownership or control over the METU resources will maintain such resources in a state of good working order and operational readiness, so as to be available for a mutual aid response. Notwithstanding the immediately preceding sentence, each Party that has ownership or control over the METU resources is only obligated to participate for as long as such METU resource is available for such purposes. If a METU is taken out of operation or decommissioned, the obligation to maintain such resource in a state of good working order and operational readiness will not apply.
- D. It is anticipated by the Parties that deployment strategies for METU resources will be closely aligned with emergency medical service resources and that, therefore, in the event of a local disaster or other emergency, requests for the METU resources that are the subject of this Agreement may also be made in conjunction with other existing mutual aid resource requests and procedures. Nothing contained herein shall be construed to preclude requests for METU resources being made pursuant to other mutual aid agreements or other applicable legal authority.
- E. Requesting Jurisdictions seeking use of METU resources are responsible for ensuring compliance with any state or local regulations and/or requirements.
- F. This Agreement is intended to make METU resources owned or controlled by the Counties and the Cities available for disasters and other emergencies within the geographical confines of any of the Parties. However, nothing contained herein shall be construed to restrict the ability of the Assisting Jurisdictions having ownership or control of the METU resources from making those resources available to Requesting Jurisdictions, or to other jurisdictions that are not a Party to this Agreement in response to mutual assistance requests pursuant to other mutual aid agreements or other appropriate legal authority.
- G. Nothing contained herein shall be construed to restrict the ability of the Parties from making their METU resources available for purposes that satisfy the intention of the grant funding.

SECTION IV

OBLIGATIONS OF THE PARTIES

- A. The recitals set forth hereinabove are incorporated into, and made a part of, this Agreement.

New York City Urban Area Working Group - Major Emergency Transportation Unit Municipal Aid and Assistance Agreement

- B. Provision of Aid and Assistance: The Parties to this Agreement agree to provide Aid and Assistance in accordance with the terms and conditions of this Agreement and in the event of a Local Disaster or other emergency. The Parties may pre-arrange by standard operating procedures, or other understandings, the types and quantity of METU resources that will be made available upon receipt of a request for Aid and Assistance.
- C. Ability to Provide Assistance: It is mutually understood that each Party's foremost responsibility is to its own residents and businesses. As such, this Agreement shall not be construed to impose an absolute obligation on any Party to this Agreement to provide Aid and Assistance upon receipt of a request from another Party. Accordingly, when Aid and Assistance have been requested, a Party in its sole discretion may deem itself unavailable to respond and, shall so, inform the Party setting forth the request by telephone, or any available mode of two-way communication, to be followed as soon as practicable by a written notification (transmitted by e-mail or facsimile) of the denial of the request. A Party shall not be liable to any other Party for a determination not to provide Aid and Assistance.
- D. Designation of Primary Communications Centers: All requests for Aid and Assistance shall be communicated by and between each Party's designated primary communications center. The Parties have designated the following primary communications centers as their respective points of contact for purposes of requests for Aid and Assistance and have duly authorized the communications center personnel to initiate and receive requests for Aid and Assistance and to coordinate the provision of Aid and Assistance, in accordance with the terms of this Agreement and local protocols:
- (1) Suffolk County: Suffolk County Department of Fire Rescue and Emergency Services ("SCDFRES").
 - (2) Nassau County: Nassau County Office of Emergency Management ("OEM").
 - (3) Westchester County: The Westchester County Emergency Communications Center ("ECC" a/k/a "60-Control").
 - (4) The City of New York: New York City Emergency Management Department ("NYCEMD") Watch Command.
 - (5) The City of Yonkers: Yonkers Police Communications Division.
 - (6) The Port Authority of New York and New Jersey: Port Authority of New York and New Jersey Office of Emergency Management ("Port Authority OEM").
- E. Procedures for Requesting Assistance:
- (1) When a Party hereto is in need of additional emergency transportation resources in order to deal with a Local Disaster or other emergency, that Party's Authorized Representative may request Aid and Assistance by communicating the request to the Authorized Representative of the other Party through the designated primary communications centers. Said request must indicate that it is made pursuant to this Agreement in order to be enforced pursuant to the terms of this Agreement.

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The request may be made by telephone, or any available mode of two-way communication, to be followed as soon as practicable by a written confirmation (transmitted by e-mail or facsimile) of that request. The Parties shall utilize the National Mutual Aid and Resource Management Initiative for resource typing purposes.

- (2) When a determination is made to make a request for Aid and Assistance pursuant to this Agreement, it should be done in the following manner:
- o Notification is made by a local Incident Commander from the Requesting Jurisdiction to the Party's designated primary communications center that a disaster, or other emergency, causes, or may potentially cause, a jurisdiction's normal emergency transportation capabilities to be insufficient to manage the emergency/disaster event.
 - o Notification of the situation should be made to the Requesting Jurisdiction's duly authorized emergency management official for consideration to invoke the Agreement. At such time that the decision is made to approve the Agreement request, the Requesting Jurisdiction seeking Aid and Assistance should communicate the request to the Authorized Representative of the other Party through their designated primary communications centers.
 - o The Requesting Jurisdiction, through its designated primary communications center, shall provide as much of the following information as possible:
 - a) Exact location of the incident.
 - b) Nature of the incident.
 - c) Any personal protective equipment needed or precautions to be taken.
 - d) Type and quantity of Mutual Aid Resources being requested, including any specific staffing or equipment needs.
 - e) Most appropriate route(s) of travel.
 - f) Location of Staging area(s) with ingress and egress points.
 - g) Location of the Incident Command Post.
 - h) Communications channel assignment(s).
 - i) Verifiable call back number.
 - o The Assisting Jurisdiction's designated primary communications center shall provide (if possible) an estimate of the resources available to respond to the Aid and Assistance request, as well as an estimated time of arrival of those resources to the designated staging area. It shall be the responsibility of the Assisting Jurisdiction to inform the Requesting Jurisdiction as quickly as possible as to whether the requested resources are unavailable, in accordance with Section (IV) (C) above.
- F. Designation of Supervisory Personnel and Coordination of Effort: The Assisting Jurisdiction shall designate supervisory personnel amongst its authorized staff, personnel and/or its employees sent to render Aid and Assistance to the Requesting Jurisdiction. The Assisting Jurisdiction shall assign personnel capable of directing and coordinating activities associated with deployment of METU program resources but may additionally elect to designate a supervisor to respond directly to the designated Incident Command Post and report to the Liaison Officer (or designated point of contact) as soon as practical. The Requesting Jurisdiction shall assign work tasks to the Assisting

New York City Urban Area Working Group - Major Emergency Transportation Unit Municipal Aid and Assistance Agreement

Jurisdiction's supervisory personnel, and unless the Parties agree otherwise, the Requesting Jurisdiction shall have the responsibility for coordination between the Assisting Jurisdiction's supervisory personnel and the Requesting Jurisdiction. Based upon such assignments set forth by Requesting Jurisdiction, the Assisting Jurisdiction's supervisory personnel shall have the authority to:

- (1) Assign work and establish work schedules for the Assisting Jurisdiction's personnel;
- (2) Maintain daily personnel time records, material records, and a log of equipment hours;
- (3) Report work progress to the Requesting Jurisdiction at regular intervals as specified by the Requesting Jurisdiction.

- G. Period of Service and Renewability: The duration of the Assisting Jurisdiction's Aid and Assistance shall be for an initial period of up to twenty-four (24) hours, starting from the time of arrival of the Assisting Jurisdiction's personnel, equipment and/or other resources. Thereafter, Aid and Assistance may be extended in increments agreed upon in writing by the Authorized Representatives of the Assisting Jurisdiction and the Requesting Jurisdiction. Unless otherwise provided in writing agreed to by the Parties, additional increments of Aid and Assistance shall not exceed twenty-four (24) hours.
- H. Traveling Employees: Unless otherwise specified by the Requesting Jurisdiction or agreed to by the Parties in writing, it is mutually understood that the Requesting Jurisdiction shall pay for all reasonable out-of-pocket costs and expenses of the Assisting Jurisdiction's personnel, such as transportation expenses for travel to and from the disaster/emergency area in accordance with Federal per diem reimbursement rates for the region. The Requesting Jurisdiction shall provide food and lodging to the Assisting Jurisdiction's personnel at the Requesting Jurisdiction's sole cost and expense. Lodging is to be provided only when it is reasonably impracticable, at the Assisting Jurisdiction's discretion, for the Assisting Jurisdiction's personnel to travel to and from such personnel's usual place of abode. If the Requesting Jurisdiction cannot provide such food and/or lodging, the Requesting Jurisdiction shall so advise the Assisting Jurisdiction, and specify in its request for Aid and Assistance that only personnel who can provide for their own needs are requested. In such event, the Requesting Jurisdiction shall reimburse the Assisting Jurisdiction's personnel the reasonable costs and expenses for food and/or lodging.
- I. Recall: The Assisting Jurisdiction's personnel, equipment and other resources shall remain subject to recall by the Assisting Jurisdiction to provide for its own residents and businesses, as determined in the Assisting Jurisdiction's sole discretion. The Assisting Jurisdiction shall make a good faith effort to provide at least eight (8) hours advance notification to the Requesting Jurisdiction of the Assisting Jurisdiction's intent to terminate the Aid and Assistance prior to the end of the period of service, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.
- J. Reimbursement For Aid and Assistance: Except as otherwise provided below, it is understood that the Requesting Jurisdiction shall reimburse the Assisting Jurisdiction for the following documented costs and expenses incurred by the Assisting Jurisdiction, as a result of providing Aid and Assistance to the Requesting Jurisdiction:

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- (1) Personnel: During the period that Aid, and Assistance, is rendered, the Assisting Jurisdiction shall continue to pay its employees according to its then prevailing ordinances, rules, regulations and agreements, and shall submit an invoice to the Requesting Jurisdiction for said costs. Such costs shall include, but not be limited to, regular time, overtime pay and fringe benefits that the Assisting Jurisdiction's employee would have received from the Assisting Jurisdiction in the ordinary course of the employee's duties.
- (2) Equipment: The Assisting Jurisdiction shall be reimbursed by the Requesting Jurisdiction for the use of its equipment according to established FEMA equipment rates. (To the extent not covered by FEMA, NYSDOT rates shall apply.) Costs for fuel, labor, supplies and materials used for the maintenance of equipment shall not be separately billed and shall be considered reimbursed as a component of said FEMA or NYSDOT billing rates.
- (3) Materials and Supplies: The Assisting Jurisdiction shall be reimbursed for all materials and supplies furnished by it, used, or damaged in providing Aid and Assistance to the Requesting Jurisdiction. The Assisting Jurisdiction's personnel shall use reasonable care at all times in the use and control of all materials and supplies used by them during the period of Aid and Assistance. The measure of reimbursement for materials and supplies shall be determined in accordance with established FEMA and New York State reimbursement policies. In the alternative, the Parties may agree in writing that the Requesting Jurisdiction will replace the materials and supplies used or damaged, with materials and supplies of like kind and quality.
- (4) Recordkeeping: The Requesting Jurisdiction shall provide information, instructions, and assistance for record keeping to the Assisting Jurisdiction's personnel. The Assisting Jurisdiction shall maintain records and invoices for reimbursement.
- (5) Billing and Payment Schedule: The Assisting Jurisdiction shall send an invoice pursuant to the notice provisions in Section (IX) of this Agreement for reimbursable costs and expenses, together with appropriate documentation as required by the Requesting Jurisdiction, as soon as practicable after the said period of Aid and Assistance. The Requesting Jurisdiction shall pay the bill, or advise of any disputed items, no later than ninety (90) days following the billing date, unless an extension is granted by the Assisting Jurisdiction.
- (6) Waiver of Reimbursement. The Parties may elect to forego reimbursement, in whole or in part, pursuant to this section and Section (IV) (H) of this Agreement. Each Assisting Jurisdiction and Requesting Jurisdiction may enter into separate understandings with respect to reimbursement protocols. Such waivers, or other reimbursement arrangements, should be memorialized in a writing signed by duly authorized representatives of the respective Parties and maintained in accordance with the provisions of this Agreement.

- K. Inspection of Records: The Assisting Jurisdiction agrees that it shall make its records, regarding costs and expenses for Aid and Assistance provided under this Agreement, available for audit and inspection upon request by the Requesting Jurisdiction, New York State and the Federal Government, and shall keep such records available for inspection and evaluation by properly authorized personnel of the aforementioned government entities for at least seven (7) years after the date of final payment under this Agreement. If such an audit reveals overpayments by the Requesting Jurisdiction to the Assisting Jurisdiction, the Assisting Jurisdiction shall repay the amount of such overpayment by check to the Requesting Jurisdiction.

SECTION V

A. PARTIES' RESPONSIBILITIES FOR STAFF, PERSONNEL AND/OR EMPLOYEES

When the Assisting Jurisdiction's authorized staff, personnel and/or employees ("Personnel") are rendering Aid and Assistance pursuant to this Agreement, such Personnel shall maintain the financial and legal responsibility of the Assisting Jurisdiction and shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographic limits of the Assisting Jurisdiction.

The Assisting Jurisdiction shall maintain liability and workers' compensation coverage in the same manner and to the same extent, as if such Personnel were performing their duties within the geographic limits of the Assisting Jurisdiction.

The Assisting Jurisdiction's Personnel are not to be considered Personnel of the Requesting Jurisdiction for any purpose whatsoever. The Requesting Jurisdiction shall provide necessary credentials to the Assisting Jurisdiction's Personnel, authorizing them to operate on behalf of the Requesting Jurisdiction.

B. PARTIES' RESPONSIBILITIES FOR NEGLIGENCE

All Parties to this Agreement, whether Assisting Jurisdictions or Requesting Jurisdictions, shall be liable for the negligence of its Personnel occurring in the performance of their duties, before, during and after the provision of any Aid and Assistance, in the same manner and to the same extent as if such negligence occurred in the performance of their duties within the area regularly served.

Any loss or damage to a METU, apparatus or other equipment of the Assisting Jurisdiction sustained in answering a call for Aid and Assistance under this Agreement, will be a charge against and paid by the Requesting Jurisdiction. The Requesting Jurisdiction shall not be responsible for reimbursing the Assisting Jurisdiction for the costs of any damage caused to the Assisting Jurisdiction's METU, apparatus or other equipment by gross negligence, willful or wanton misconduct, intentional misuse, or recklessness of the Assisting Jurisdiction's personnel.

Nothing herein shall prevent a Party from submitting a claim to its own insurance company. Nothing herein shall be deemed to affect any defense, immunity or other benefit provided by Federal law or the laws of the State of New York, or to create any liability that does not exist under current law.

SECTION VI

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) COMPLIANCE

As recipients of federal grant funds, the Parties to this Agreement shall implement and remain compliant with ongoing NIMS benchmarks, pursuant to Federal and State Department of Homeland Security principles. Assisting Jurisdictions' personnel who respond to another jurisdiction, pursuant to the terms of this Agreement, shall have appropriate Incident Command System (ICS) training (in accordance with NIMS Training Guidelines) for the job which they will perform.

SECTION VII

NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

All Aid and Assistance shall be rendered in accordance with the applicable Federal, State and local laws, rules and regulations prohibiting discrimination in the provision of public services.

SECTION VIII

EFFECTIVE DATE; TERM OF AGREEMENT; RENEWAL; TERMINATION

- A. Effective Date. This Agreement shall take effect upon full execution by all Parties.
- B. Term: The term of this Agreement shall be for five (5) years from the date first set forth above unless the Agreement is extended or terminated in writing by Authorized Representatives of the Parties.
- C. Termination. Any Party may terminate this Agreement upon thirty (30) days' written notice to all Parties. Termination of this Agreement by any one Party will have no effect on the Agreement among the remaining Parties. It will remain in full force and effect as to those Parties. Termination of this Agreement shall not affect the obligation of any Party to reimburse the other for the costs and expenses of rendering Aid and Assistance incurred prior to the effective date of termination and pursuant to the terms of this Agreement.

SECTION IX

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 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.

New York City Urban Area Working Group - Major Emergency Transportation Unit Municipal Aid and Assistance Agreement

Suffolk County:

County Executive Steven Bellone
H. Lee Dennison Building
100 Veterans Memorial Highway
PO Box 6100
Hauppauge, NY 11788-0099

Commissioner Pat Beckley
Department of Fire, Rescue and
Emergency Services
Po Box 127 Yaphank, NY 11980-0127

With a copy to County Attorney
Dennis M. Cohen
Same address as County Executive.

Nassau County:

County Executive Bruce Blakeman
1550 Franklin Avenue
Mineola, NY 11501

Acting Commissioner Richard Corbett
Office of Emergency Management
510 Grumman Road West
Bethpage, NY 11714

Westchester County:

County Executive George Latimer
Michaelian Office Building
148 Martine Avenue
White Plains, NY 10601

Commissioner Richard G. Wishnie
Department of Emergency Services
4 Dana Road
Valhalla, NY 10595

With a Copy to:

County Attorney John M. Nonna
Michaelian Office Building
148 Martine Avenue, 6th Floor
White Plains, NY 10601

City of New York:

Acting Fire Commissioner Laura Kavanagh
New York City Fire Department
9 MetroTech Center
Brooklyn, NY 11201

Commissioner Zachary Iscol
Emergency Management Department
165 Cadman Plaza East
Brooklyn, NY 11201

With a Copy to:

Deputy Commissioner of Legal Affairs Terryl Brown
Same address as Fire Commissioner.

With a Copy to:

Chief Counsel
Same address as Commissioner.

City of Yonkers:

Mayor Mike Spano
40 South Broadway
Yonkers, NY 10701

Commissioner Christopher Sapienza
Police Department
104 South Broadway
Yonkers, NY 10701

With a Copy to:

Corporation Counsel
40 South Broadway
Yonkers, NY 10701

Director of Emergency Management
104 South Broadway
Yonkers, NY 10701

Port Authority of New York/New Jersey:

Director of Emergency Management
241 Erie Street, Room 202
Jersey City, NJ 07310

SECTION X

GRATUITIES

The Parties represent and warrant that they have not offered or given any gratuity to any official, employee or agent of the Counties, the Cities, the Port Authority, or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

SECTION XI

NO BENEFIT TO THIRD PARTIES

All functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever.

SECTION XII

HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting, in any way, the express terms and provisions of this Agreement.

SECTION XIII

SEVERABILITY; NO IMPLIED WAIVER

- (A) It is expressly agreed that if any term or provision of this Agreement, or the application thereof, to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

- (B) No waiver shall be inferred from any failure or forbearance of any party hereto to enforce any provision of this Agreement in any instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

SECTION XIV

MERGER; NO ORAL CHANGES

It is expressly agreed that this Agreement represents the entire agreement of the Parties, that all previous understandings are merged in this Agreement, and that no modification of this Agreement shall be valid unless written and executed by all Parties.

SECTION XV

STATUS OF THE PARTIES

The Parties hereto agree that none of the Parties, nor any of their officers, directors or employees, will hold itself or themselves out as, or claim to be, an officer or employee of the other Parties by reason of this Agreement, and that neither it nor any of them will, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of another Party, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credits.

This agreement shall not be construed as creating a principal agent relationship between any Party to this Agreement and any other party to this Agreement.

SECTION XVI

NO ASSIGNMENT

The Parties agree not to assign, transfer, convey, sublet or otherwise dispose of the Agreement, or any of their right, title or interest therein, or their power to execute this Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the other Parties, and that any attempt to do any of the foregoing without such consent shall be of no effect.

SECTION XVII

COUNTERPARTS

This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, each of the Parties have caused this New York City Urban Area Municipal Mutual Aid and Assistance Agreement for Major Emergency Transportation Units to be duly executed in its name and behalf by an Authorized Representative, in accordance with any and all procedures required to enter into such agreement, on the day and year first above written.

Deputy Mayor, City of New York

County Executive, Suffolk County

Deputy County Executive, Nassau County

Richard G. Wishnie
Commissioner
Department of Emergency Services
County of Westchester

Mayor, City of Yonkers

Director of Emergency Management,
Port Authority NY/NJ