

**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 will authorize the County of Westchester (“Westchester”) to enter into an intermunicipal agreement (“IMA”) with the County of Putnam (“Putnam”), whereby Westchester will lease to Putnam a 2003 Ford F550 Crime Scene Vehicle (“CSV”) as identified in Schedule “A”, attached to the proposed Act submitted herewith, for use by Putnam’s Fire Investigations Team when investigating fires in Putnam County where the cause is unknown, or the specific origin is not apparent.

Your Committee is advised that the CSV was acquired by the County’s Department of Public Safety (the “Department”) in 2003 and was used to support crime scene detectives in the field by providing them with ready access to tools and equipment needed to process a crime scene for evidence. However, the CSV is no longer needed by the Department as it has been replaced by a new crime scene vehicle.

Your Committee is advised that Putnam’s current Fire Investigation Vehicle, which has been in service for 25 years, is beyond economical repair. Your Committee is advised that because the CSV is still operational, it would benefit Putnam’s Fire Investigations Team for use in arson investigations in that county. As such, it is recommended that the CSV be leased to Putnam for such purposes.

Under the proposed IMA, Westchester will lease the CSV in “AS IS” condition. In consideration for the use of the CSV, Putnam will pay Westchester the sum of One (\$1.00) Dollar and as additional consideration, will man, operate, repair and maintain the CSV to investigate suspicious fires within Putnam.

Your Committee is advised that Putnam will register the CSV and maintain insurance naming Westchester as additional insured. Putnam will also indemnify, hold harmless and defend Westchester against any claims resulting from their use and/or maintenance of the CSV. Title to the CSV shall remain with Westchester. The IMA will be for a five (5) year term commencing upon execution. At the expiration of the IMA, the CSV will either be transferred back to

Westchester or authorization for a new agreement to continue with the arrangement will be pursued.

Your Committee is advised that the lease of the CSV to Putnam will serve a Westchester County purpose by allowing Westchester to maintain ownership of the CSV while temporarily transferring the expense of storing, maintaining, repairing, registering and insuring the CSV from Westchester to Putnam.

The Planning Department has advised that, based on its review, the proposed IMA may be classified as a "Type II" action under the State Environmental Quality Review Act ("SEQRA"), 6 NYCRR Part 617. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

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: November 12th, 2024
White Plains, New York





COMMITTEE ON

C: JPG 10/16/24

Budget & Appropriations

Dated: November 12, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

Handwritten signature of Colin J. Furr in black ink.Handwritten signature of Jill Rein in black ink.Handwritten signature of Nancy E. Parr in black ink.

FISCAL IMPACT STATEMENT

SUBJECT: Lease Crime Scene Vehicle to Putnam () 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 \$ 1

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

Additional Appropriations

Other (explain)

Identify Accounts: An Act authorizing the County to lease a 2003 Ford F550 Crime Scene Vehicle to the County of Putnam for \$1 , for a 5-year term.

Potential Related Operating Budget Expenses: Annual Amount \$0.00

Describe: County Of Putnam will lease a 2003 Ford F550 Crime Scene Vehicle from the County for \$1, for a 5-year term.

Potential Related Operating Budget Revenues: Annual Amount \$0.00

Describe: _____

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

Current Year: \$1

Next Four Years: \$0

Prepared by: Siva Gopalkrishna

Title: Director of Administrative Services

Department: Public Safety


Date: October 23, 2024

Reviewed By: 

Budget Director

Date: 11/1/24

TO: Siva Gopalkrishna, Director of Administrative Services
Department of Public Safety

FROM: David S. Kvinge, AICP, RLA, CFM 
Assistant Commissioner

DATE: October 25, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR LEASE OF
CRIME SCENE VEHICLE TO PUTNAM COUNTY**

PROJECT/ACTION: An intermunicipal agreement with the County of Putnam, whereby the County of Westchester will lease it's old crime scene vehicle, which has been replaced by a new crime scene vehicle, to Putnam County for a term of 5 years to replace it's Fire Investigations Vehicle which is beyond economical repair.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required because the project/action may be classified as a TYPE II action pursuant to section:

- **617.5(c)(31):** purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials.
-

COMMENTS: Although not a permanent conveyance, the action involves a transfer of surplus government property, which would be classified as a Type II action pursuant to the section above.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Jeffrey Goldman, Senior Assistant County Attorney
Claudia Maxwell, Principal Environmental Planner

ACT NO. 2024 - _____

AN ACT authorizing the County of Westchester to lease a Crime Scene Vehicle to the County of Putnam for use by the County of Putnam's Fire Investigations Team.

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

Section 1. The County of Westchester ("Westchester") is authorized to enter into an intermunicipal agreement ("IMA") with the County of Putnam ("Putnam") whereby Westchester will lease to Putnam a 2003 Ford F550 Crime Scene Vehicle, as identified in Schedule "A", attached hereto and made a part hereof (the "CSV"), for use by the Putnam County Fire Investigations Team when investigating fires in Putnam County where the cause is unknown, or the specific origin is not apparent.

§2. Westchester shall lease the CSV to Putnam in "AS IS" condition. In consideration for the use of the CSV, Putnam shall pay Westchester the sum of One (\$1.00) Dollar and as additional consideration, shall man, operate, repair and maintain the CSV to investigate fires within Putnam. Putnam will register the CSV and maintain insurance naming Westchester as additional insured. Putnam will also indemnify, hold harmless and defend Westchester against any claims resulting from their use and/or maintenance of the CSV. Title to the CSV shall remain with Westchester.

§3. The IMA will be for a five (5) year term commencing upon execution. At the expiration of the IMA, the CSV will be transferred back to Westchester or authorization for an agreement to continue with the arrangement will be pursued.

§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.

SCHEDULE "A"

DESCRIPTION OF VEHICLE TO BE LEASED

MAKE: FORD

MODEL: F550 CRIME SCENE VEHICLE

YEAR: 2003

VIN # 1FDAF57P93EB91357

THIS AGREEMENT made this ___ day of _____ 2024 by and between:

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

and

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 "Putnam"),

together the "Parties")

WITNESSETH:

WHEREAS, the County, through its Department of Public Safety (the "Department"), purchased, owns and maintains a 2003 Ford F550 Crime Scene Vehicle, VIN# 1FDAF57P93EB91357 (hereinafter the "Vehicle"), which it previously used in connection with crime scene investigations; and

WHEREAS, the Department has acquired a new crime scene vehicle and no longer needs the Vehicle; and

WHEREAS, Putnam's current Fire Investigation Vehicle, which has been in service for 25 years, is beyond economical repair and is in need of replacement; and

WHEREAS, the County desires to lease the Vehicle to Putnam for use by Putnam's Fire Investigations Team (hereinafter the "FIT").

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

1. **VEHICLE LEASE:** The County hereby leases the Vehicle to Putnam for use by Putnam's FIT when investigating fires in Putnam County where the cause is unknown, or the specific origin is not apparent.

2. **CONSIDERATION:** In consideration for the lease of the Vehicle to Putnam, Putnam agrees to pay the County the sum of One (\$1.00) Dollar. As additional consideration, Putnam shall man, operate, repair and maintain the Vehicle for use in arson investigations.

3. **STORAGE:** Putnam agrees to store the Vehicle at a secure location at the FIT facility or other secure locations in Putnam. Putnam shall notify the County of the location at which the Vehicle is garaged.

4. **TITLE:** The County has furnished Putnam with documentation of the County's title to the Vehicle. Title shall remain in the name of The County. The Vehicle shall be registered in Putnam's name during the entire term of this Agreement. The County may place, or cause to be placed upon the Vehicle, identification symbols denoting ownership by the County. Such marking shall be affixed in accordance with the County's directions and which shall not be removed by Putnam.

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

5. **DISCLAIMERS:** The County makes no warranties of any kind, either directly or indirectly, express or implied, as to the condition of the Vehicle or any part thereof, including but not limited to, the Vehicle's durability, merchantability or fitness for any particular purpose, except that the County warrants that it has title to the Vehicle at the time of delivery. Putnam accepts the Vehicle "AS IS" in all respects.

6. **TERM:** The term of this Agreement shall commence upon execution of this Agreement by both Parties and approval of same by the Office of the Westchester County Attorney (the "Commencement Date") and shall continue for a period of five (5) years from the Commencement Date, unless earlier terminated as herein provided. Upon expiration or termination of this Agreement, Putnam will take all action appropriate and necessary to immediately return the Vehicle to the County in a timely fashion.

7. **EXTERIOR AND INTERIOR ADVERTISING:** Application of vehicle markings and graphics identifying the vehicle as being operated by the Putnam County Fire Investigation Team, fleet number, emergency phone number and reflective safety striping, shall be authorized pursuant to this agreement. Upon expiration or termination of this agreement, all such vehicle markings and/or graphics shall be removed from the Vehicle by Putnam at Putnam's sole cost and expense.

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

9. **INSPECTION/ACCESS:** The County shall have the right to inspect the Vehicle on two (2) days' notice at a location in Putnam County or Westchester County. The County shall make reasonable efforts, however, not to unduly interfere with the operations or maintenance schedules of Putnam. The County inspectors shall be allowed on the premises where the Vehicle is stored without the necessity of written permission, after identifying to Putnam their status as County employees. The making of any inspections shall begin promptly upon presentation of the Vehicle and be carried through to completion as expeditiously as possible. In addition to the County, Putnam shall also permit any authorized representative of the State, Federal or other governmental agency to inspect the Vehicle as well as all relevant data and records. Putnam shall also permit the above named persons to audit the books, records and accounts of Putnam relating to the Vehicle covered by this Agreement, as may be deemed necessary by the aforementioned persons.

The County reserves the right to designate a specific time and place for inspection of the Vehicle in accordance with this paragraph "9". Putnam shall make reasonable efforts to comply with any such direction from The County.

10. **REPAIRS, PARTS AND REQUIREMENTS:** Putnam shall make all necessary repairs to the Vehicle, at its own cost and expense, to ensure, among other considerations, safe operation and continuity of the services contemplated hereunder. The design, quality and component part of repairs will 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 Vehicle.

11. **MAINTENANCE:** Putnam, at its own cost and expense, shall maintain the Vehicle in good working order and repair and in accordance with the manufacturer's manual, instructions and/or warranty requirements and as directed by the DPWT Commissioner. In the event of a dispute regarding maintenance, alteration, or repair of a Vehicle, the reasonable and good faith determination of the DPWT Commissioner shall be final. Putnam shall maintain the Vehicle in a manner whereby the Vehicle 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 Vehicle. In addition, the interior must be maintained clean and free from torn upholstery or floor covering, damaged or broken seats and sharp edges.

The County shall have the right to inspect the Vehicle and Putnam's records with respect thereto as shall be reasonably necessary to confirm the Putnam's proper maintenance of the Vehicle, on two (2) days' notice at a location in Putnam County or Westchester County. Putnam shall, as promptly as possible, correct any unsatisfactory items reported by such inspections. The DPWT Commissioner may reasonably order repairs to be made at any time to ensure that the Vehicle is safe and dependable in accordance with the requirements of this Agreement.

Should the Vehicle require repair attributable to such circumstances, 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, Putnam shall use its best efforts to, within ten (10) days, get the Vehicle inspected by an insurance adjuster. Once the Vehicle has been so inspected, or if the cost of repair is not covered by an insurance policy, Putnam shall immediately make all necessary repairs, subject to the availability of required materials and supplies, to ensure that the Vehicle is safe and operable.

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

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

Putnam will be permitted to operate the Vehicle with retreaded tires and/or batteries, but retreaded tires will not be permitted on the front wheels of the Vehicle under any conditions.

12. INSPECTIONS AND COMPLIANCE WITH LAW: Putnam shall maintain the 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. Putnam shall be responsible for all costs incurred in enabling the Vehicle to successfully pass each inspection. Putnam shall comply with all governmental laws, regulations and rules with respect to the use, maintenance and operation of the Vehicle. In case any part of the Vehicle shall be required to be changed or replaced, or in case any additional or other part is required to be installed on the Vehicle in order to comply with laws, regulations, requirements and rules, Putnam agrees to make such changes, additions and replacements; and Putnam agrees to maintain the Vehicle in full compliance with such laws, regulations, requirements and rules during the term of this

Agreement. The provisions of this Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the Laws of the State of New York and applicable Federal laws, including without limitation, certification and assurance requirements of the Federal Transit Administration.

Putnam shall ensure that any persons authorized to drive the Vehicle are properly licensed in accordance with applicable law.

13. **REPORTS:**

(a) Putnam shall prepare and deliver to the DPS Commissioner at least annually, or as otherwise requested by the County, all information which is needed by the County to prepare any reports required to be filed with any Federal, State or other regulatory authority or agency by reason of the ownership by the County of the Vehicle or the leasing of the Vehicle to Putnam or operation of the contracted service. Such information shall include, without limitation, the mileage of the Vehicle and the number of passengers using the Vehicle.

(b) Putnam shall maintain reports of all maintenance and repairs performed on the Vehicle in accordance with Paragraphs 11 and 12 hereof, and such reports shall be available and subject to inspection by Westchester upon Westchester's request, within two days of such request.

(c) Putnam shall conform its reports to any format reasonably requested by the DPS Commissioner.

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

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, Putnam shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the

use and/or maintenance of the Vehicle by Putnam or third parties under the direction or control of Putnam; and

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

(c) In the event Putnam 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 Putnam shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

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

16. **TERMINATION:** (a) In the event Putnam 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 Putnam, provided however, that Putnam 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 Putnam, 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 Putnam.

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

Upon termination, all right of Putnam to the use of the Vehicle shall absolutely cease and terminate as though this Agreement had never been made, but Putnam shall remain liable as hereinafter provided; and thereupon the County may, by its agents, enter upon the premises where the Vehicle may be and take possession of such Vehicle and thenceforth hold, possess and enjoy the same free from any right of Putnam or its successors or assigns, to use the Vehicle for any purposes whatsoever; but the County shall, nevertheless, have the right to recover from Putnam any damages and expenses in addition thereto, including reasonable attorneys' fees, which the County shall have sustained by reason of the breach of any covenant of this Agreement. The County shall take immediate possession of the Vehicle leased hereunder, wherever found, with or without process of law, and the County shall not be responsible for any damage which Putnam sustains by virtue of said act.

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

(a) Forthwith deliver such Vehicle to a location within Westchester County as the County may designate; and

(b) Putnam is hereby obligated to deliver the Vehicle in complete and operable condition as set forth in Paragraph "18"; and

(c) If Putnam fails to deliver the Vehicle, the County shall have the right to repossess the Vehicle without notice or demand, with or without a court order or other process of law, wherever it may be located and Putnam waives all claims against the County with respect to such taking of possession.

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

notification in writing that the County elects to take constructive possession of the Vehicle wherever located.

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

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

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

In addition to the insurance provisions contained in Paragraph "14" hereof, the Putnam shall obtain, pay for, and maintain comprehensive and collision insurance against all risks or damage, loss, theft, or destruction, partial or complete of the Vehicle or any portion, including acts of its employees and servants, for the duration of this Agreement or any renewal thereof. Putnam shall furnish the County with written evidence from its insurer of the within described insurance coverage satisfactory to the County which will include the County and any other party in interest designated as an additional insured, and no cancellation or material change in any of the insurance required under the terms of this Agreement shall be effective except upon thirty (30) days advance written notice to the County from the Insurer. The Putnam shall not take any action to cancel or materially change any of the insurance required under this Agreement without the County's prior written approval of such cancellation or change. The maintenance of insurance under this Paragraph shall not relieve the Putnam of any liability under this Paragraph where damage, loss or destruction is greater than the insurance coverage.

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

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

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

22. **NOTIFICATION:** Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted by this Agreement to be made upon, given,

furnished or filed with a party by another party shall be in writing and shall be delivered by hand or sent by registered or certified mail postage prepaid, to the respective address as set forth below, or to such other address as the respective parties hereto may designate in writing:

To the County:

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

and

Commissioner
Westchester County Department of Public Safety
Saw Mill River Parkway
Hawthorne, NY 10532

with a copy to:

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

To Putnam:

Commissioner
Putnam County Bureau of Emergency Services
112 Old Route 6
Carmel, New York 10512

Putnam County Attorney
48 Gleneida Avenue
Carmel, New York 10512

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

23. **NON-DISCRIMINATION:** Putnam 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. Putnam acknowledges and understands that Westchester maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

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

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

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

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

COUNTY OF WESTCHESTER:

By: _____
Hugh J. Greechan, Jr., P.E.
Commissioner of Public Works
and Transportation

By: _____
Terrance Raynor
Commissioner of Public Safety

COUNTY OF PUTNAM:

By: _____
Kevin M. Byrne
County Executive

By: _____
Robert Lipton
Commissioner of Bureau of Emergency
Services

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

Approved as to form and manner of execution:

Sr. Assistant County Attorney
County of Westchester
Putnam lease Agreement (10-22-2024)

DRAFT

ACKNOWLEDGMENT

STATE OF NEW YORK
COUNTY OF PUTNAM

} ss.

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

Date: _____

Notary Public

DRAFT

CERTIFICATE OF AUTHORITY
(MUNICIPALITY)

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

certify that I am the _____ of
(Title)
the _____ a municipal corporation duly organized
(the "Municipality")

and in good standing under the _____
*(Law under which organized, e.g., the
New York Business Corporate Law)*

named in the foregoing agreement; that _____
(Person executing agreement)

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

(Title of such person)

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

(Signature)

STATE OF NEW YORK)
 ss.:
COUNTY OF)

On this _____ day of _____, 2024, before me personally came
_____, whose signature appears above, to me
known, and known to me to be the _____ of _____,
(Title)

the Municipality described in and which executed the above certificate, who being by me duly
sworn did depose and say that he/she, the said _____ of
said Municipality resides at _____,
and that he/she signed his/her name hereto by order of the Board of _____ of
said Municipality.

Notary Public

SCHEDULE "A"

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.

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.