

**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: July 14th, 2025
White Plains, New York

Henry B. Jones

Smith
for

Doris Lubow
for

Margaret A. Cyro

for
for

COMMITTEE ON

Budget & Appropriations

C/mb/6.9.25

Public Safety

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 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”).

WITNESSETH:

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

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 #

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APPROVED

DENIED