HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act which, if adopted, would authorize the County of Westchester ("County"), acting by and through its Department of Emergency Services ("DES"), to enter into an intermunicipal agreements ("IMAs") the Hartsdale Fire District, Greenville Fire District and Fairview Fire District (the "Fire Districts") to distribute specialized equipment to the Fire Districts for use in responding to and providing emergency medical intervention services when combating domestic violence extremism ("DVE"), including active shooter/hostile events ("ASHE") and complex coordinated attacks ("CCA").

Your Committee is advised that the County, acting by and through DES, on or about September 26, 2022, entered into a grant agreement (the "Grant Agreement") with the New York State Division of Homeland Security and Emergency Services to accept federal grant funds to, among other things, address equipment, training and planning needs to enhance the County's capability to prevent and respond to terrorist attacks, including combating DVE through ASHE and CCA training. The Fire Districts participate in the Westchester County Fire Mutual Aid Plan (the "Mutual Aid Plan").

Your Committee is further advised that, in accordance with the Grant Agreement, DES collaborated with the County Department of Public Safety ("DPS") and the Greenburgh Police Department to research and investigate the ability for law enforcement, fire departments, and emergency medical service agencies to work together to respond to ASHE and CCA. In addition, DES and DPS conducted awareness training and exercises for first responders to make them more aware of the threats that are faced when responding to ASHE or CCA, as well as the mitigation efforts that can be done to increase survivability of victims to include the use of personal protective equipment ("PPE") by trained first responders.

Your Committee is further advised that DES, in collaboration with the DPS and the Town of Greenburgh Police Department, trained first responders from the Fire Districts to act as a rescue task force ("RTF") to provide emergency medical intervention within the Incident

Command System construct in the event of an ASHE or CCA. The RTF, in conjunction with the Greenburgh Police Department, are trained to work as a unit to treat, rescue and evacuate the wounded in the event of a ASHE and CCA.

Your Committee is advised that DES wishes to utilize the grant funds to purchase and distribute to the Fire Districts specialized equipment, including, but not limited to, PPE and active shooter training equipment ("Specialized Equipment"), to be used by the first responders when responding to in-county ASHE or CCA upon request of the event Incident Commander and pursuant to the Mutual Aid Plan. The Specialized Equipment will include protective vests and helmets.

In consideration for the use of the Specialized Equipment, the Fire Districts will agree that the RTF will be available as an in-county resource in the event of a DVE event upon the request of the Incident Commander and pursuant to the terms of the Mutual Aid Plan. The Fire Districts also will agree that they cannot sell or otherwise transfer ownership of the Specialized Equipment and that the County retains ultimate control over the Specialized Equipment. The Fire Districts will agree to be responsible for the maintenance and repair of the Specialized Equipment at their cost and expense. The Fire Districts also will agree that only persons trained in accordance with all federal, state and County requirements and applicable laws and regulations will utilize the Specialized Equipment.

Your Committee is advised that the term of each proposed IMA will commence upon execution and continue in full force and effect for five (5) years with either party having the right to terminate the IMA upon ninety (90) days prior written notice.

The Planning Department has advised that the proposed IMAs do 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 8, 2024, which is on file with the Clerk of the Board of Legislators.

Your Committee has been advised that an affirmative vote of a majority of the voting

strength of your Honorable Board is required for approval of the attached Act.

Your Committee has carefully considered and recommends approval of the attached Act

Dated: September 23rd, 2024
White Plains, New York

September 24th, 2024

COMMITTEE ON

C:RAN-7/31/24

Budget & Appropriations	Public Safety

Dated: September 23, 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

Dated: September 24th, 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.

Public Safety

Colin O. [illegible]

FISCAL IMPACT STATEMENT

SUBJECT: IMA between DES and Fire Districts [X] **NO FISCAL IMPACT PROJECTED**

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

[ ] GENERAL FUND [ ] AIRPORT FUND [ ] SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense $ -

Total Current Year Revenue $ -

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

[ ] Additional Appropriations [ ] Other (explain)

Identify Accounts: Term: Each IMA shall commence upon execution and continue for 5 years with either party having the right to terminate the IMA upon 90 days prior notice.

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: An act authorizing the County, through DES, to enter into an IMA agreements with the Hartsdale Fire District, Greenville Fire District and Fairview Fire District. The County will distribute specialized equipment to the Fire Districts for use when providing emergency medical intervention.

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe:

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

Current Year: N/A

Next Four Years: N/A

Prepared by: Patricia Haggerty

Title: Sr. Budget Analyst

Department: Budget

Date: August 1, 2024

Reviewed By: [signature] **Budget Director**

Date: 8/1/24

ACT NO. 2024 -_____

AN ACT authorizing the County of Westchester, acting by and through its Department of Emergency Services, to enter into intermunicipal agreements with the Hartsdale Fire District, Greenville Fire District and Fairview Fire District pursuant to which the County will distribute specialized equipment to the Fire Districts for use when providing emergency medical intervention services during incidences of domestic violence extremism as part of mutual aid.

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, is hereby authorized to enter into an intermunicipal agreements ("IMAs") with the Hartsdale Fire District, Greenville Fire District and Fairview Fire District (the "Fire Districts") pursuant to which the County will distribute specialized equipment, including, but not limited to personal protective and active shooter training equipment ("Specialized Equipment") to the Fire Districts for first responders to use when providing emergency medical intervention, as part of a rescue task force ("RTF"), at incidences of domestic violence extremism ("DVE"), including active shooter/hostile events ("ASHE") and completed coordinated attacks ("CCA"), pursuant to the terms of the Westchester County Fire Mutual Aid Plan.

§2. The term of each IMA shall commence upon execution and continue in full force and effect for five (5) years, with either party having the

right to terminate the IMA upon ninety (90) days prior written notice.

§3. The Fire Districts shall agree that the RTF will be available as an in-county resource in the event of a DVE event upon the request of the Incident Commander pursuant to the terms of the Mutual Aid Plan.

§4. The Fire District shall only permit persons trained in accordance with all federal, state and County requirements and applicable laws and regulations to utilize the Specialized Equipment.

§5. The Fire Districts shall not sell or otherwise transfer ownership of the Specialized Equipment and the County shall retain ultimate control over the Specialized Equipment.

§6. The Fire Districts shall be responsible for maintenance and repair of the Specialized Equipment at their cost and expense.

§7. 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.

§8. This Act shall take effect immediately.

THIS INTERMUNICIPAL AGREEMENT ("Agreement"), made the _____ day of _____, 20__., by and between:

THE COUNTY OF WESTCHESTER, by and through its Department of Emergency Services ("DES"), 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

_____, a district corporation of the State of New York, having an office and place of business at _____ (hereinafter referred to as the "District").

W I T N E S S E T H:

WHEREAS, the District participates in the Westchester County Fire Mutual Aid Plan (the "Mutual Aid Plan"); and

WHEREAS, the County, acting by and through DES, on or about September 26, 2022, entered into a grant agreement (the "Grant Agreement") with the New York State Department of Homeland Security and Emergency Services ("DHSES") to accept federal grant funds in order to enhance the County's capability to prevent terrorist attacks and combat domestic violence extremism ("DVE"), including active shooter/hostile events ("ASHE") and complex coordinated attacks ("CCA"); and

WHEREAS, in accordance with the Grant Agreement, DES, in collaboration with the County Department of Public Safety and the Town of Greenburgh Police Department, trained first responders from the Fire District, along with first responders from other fire districts, to establish a rescue task force ("RTF") to provide emergency medical intervention within the Incident Command System construct in the event of an ASHE or CCA; and

WHEREAS, the RTF, in conjunction with the Greenburgh Police Department, work together as a unit to treat, rescue and evacuate the wounded from ASHE and CCA; and

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is not currently anticipated that replacement Specialized Equipment or additional Specialized Equipment and supplies will be distributed under the federal program, the County reserves the right to expand the Specialized Equipment List in the event additional federal, state or local funding becomes available. The parties understand and agree that such an expansion is not intended to be unduly burdensome on the District. The County will send an amended Specialized Equipment List to the District which shall identify the additional Specialized Equipment to be distributed. While the District is under no obligation to accept such additional Specialized Equipment, the District, within ten (10) days of its receipt of an amended Specialized Equipment List, shall notify the Commissioner in writing whether or not it desires to accept the additional Specialized Equipment. Once accepted, all of the terms and conditions in this Agreement shall apply to the additional Specialized Equipment.

2. **AUTHORIZED USE OF EQUIPMENT:** The District agrees that the Specialized Equipment shall only be used for appropriate training exercises and responding to incidents involving DVE, except with the Commissioner's prior written permission, and pursuant to the terms of the Mutual Aid Plan.

3. **DISTRICT'S RESPONSIBILITIES AND EQUIPMENT TRANSFER CONDITIONS:**

a. In exchange for the use of the Specialized Equipment, the District agrees that the RTF will be available as an in-county resource in the event of a DVE event upon the request of the Incident Commander, pursuant to the terms of the Mutual Aid Plan.

b. The District agrees and shall ensure that only qualified persons utilize the Specialized Equipment. The District shall verify that such persons have fulfilled their initial and on-going training requirements in accordance with all federal, state, and County requirements, and applicable laws and regulations.

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The District shall provide or complete any other reports necessary for the County to report to the State or federal government with regard to the Specialized Equipment.

7. **TERMINATION:** (a) Either party upon ninety (90) days notice to the other, may terminate this Agreement in whole or in part when either party deems it to be in its best interest.

(b) In the event the 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 forty eight (48) hours written notice to the District, provided however, that the 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 the 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 without the requirement for further opportunity to cure.

(c) Upon expiration or termination of the Agreement, all right of the District to the use of the Specialized Equipment shall absolutely cease and terminate as though this Agreement had never been made, but the District shall remain liable to the extent hereinafter provided; and thereupon the County may, by its agents, enter upon the premises where any of the Specialized Equipment may be and take possession of all or any such Specialized Equipment and thenceforth hold, possess and enjoy the same free from any right of the District or its successors or assigns, to use the Specialized Equipment for any purposes whatsoever; but the County shall, nevertheless, have the right to recover from the 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. The County shall take immediate possession of the Specialized Equipment issued hereunder wherever found, with or without process of law, and the County shall not be responsible for any damage which District sustains by virtue of said act.

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d) The District shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The District shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

10. ASSIGNMENT: Any purported delegation of duties or assignment of rights under this Agreement, without the prior express written consent of the County is void.

11. COMPLIANCE WITH LAW: The District shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations necessary to carry out the purposes of this Agreement.

12. ACTS OF GOD: Neither the County nor the District shall be liable to the other or deemed to be in default for any delay or failure to perform under this Agreement resulting from acts of God, civil or military insurrection, explosions, floods, riots, earthquakes, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any other causes, but in every case the delays must be beyond the control and without the fault of the County, the District or their respective contractors.

13. INSURANCE & INDEMNIFICATION: The District shall comply with the insurance requirements contained in Schedule "A" entitled "Standard Insurance Provisions", attached hereto and made a part hereof, including, without limitation, the requirement of naming the County as an additional insured party and providing the County with proof of insurance. In addition to, and not in limitation of the insurance requirements of Schedule "A", the District agrees:

(a) that, except for the amount, if any, of damage contributed to or caused by the sole negligence of the County, the District shall be responsible and answerable in damages for any

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15. 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.

To the County:

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

With a copy to:

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

To the District:

_____
_____
_____
_____

Failure by either party to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect.

16. 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.

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

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

THE COUNTY OF WESTCHESTER

By:_____
Richard Wishnie
Commissioner
Department of Emergency Services

_____

By:_____
Name:
Title:

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

Approved:

_____
Associate County Attorney
The County of Westchester

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CERTIFICATE OF AUTHORITY
(District)

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

certify that I am the _____ of the
(Title)

_____
(Name of District)

(the "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 _____
(Person executing agreement)

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

_____of the District,
(Title of such person),

that said agreement was duly signed for on behalf of said District by authority of its

_____
(Town Board, Village Board, City Council)

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 WESTCHESTER)

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

_____
Notary Public

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2 The 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.l) 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.

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SCHEDULE "B"

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Contractor certifies that it, and its principals:

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Contractor is unable to certify to any of the statements in this paragraph, the Contractor shall attach an explanation to this certification.

Date:_____

_____

Signature

_____

Title

_____

Organization

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