



Department of Emergency Services

Memorandum

ONBASE ID # 110163

DATE: December 18, 2024

TO: The Honorable Board of Acquisition and Contract

FROM: Richard G. Wishnie,
Commissioner of Emergency Services

RE: Authority to enter into a license agreement with the Katonah Fire District, pursuant to which the County will park a vehicle used by the County's Cause and Origin Team, on Katonah Fire District property, for a term commencing November 1, 2024, and shall expire on October 31, 2029.

Attached for your consideration is a Resolution which, if approved by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Department of Emergency Services (the "Department"), to enter into a license agreement (the "License Agreement") with Katonah Fire District (the "Fire District"), whereby the County will be permitted to park a vehicle used by the County's Cause and Origin ("C&O") Team on the Fire District's real property located at 65 Bedford Road, Katonah, New York 10536 (the "Property"). In consideration for the License, the County will pay the Fire District One (\$1.00) Dollar and such other good and valuable consideration. The term of the Agreement will commence on November 1, 2024, and shall expire on October 31, 2029. Both the County and the Fire District will have the right to terminate the Agreement on thirty (30) days written notice to the other.

The License Agreement will require the Fire District and the County to indemnify each other as follows:

"The Licensor and the Licensee shall, except for the amount of damage contributed to, caused by, or resulting from the negligence of the indemnifying party, each defend, indemnify and hold harmless the other, its elected officials, officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the performance or failure to perform hereunder by the indemnifying party or third parties under the direction or control of the indemnifying party."

The goals and objectives of this proposed Agreement is to enable the Department to preposition the vehicle thereby helping the C&O Team utilize its resources more efficiently. The proposed Agreement will bolster and play a vital role in local disaster preparedness capabilities

and will promote the safety and general welfare of the public by enabling faster more efficient response times.

The proposed Agreement is exempt from the Westchester County's Procurement Policy and Procedures pursuant to Section 3(b) thereof.

Accordingly, authority is respectfully sought for the County of Westchester to enter into this proposed Agreement.

RW/LL/mb
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/09/2025 - RAYMOND SCULKY, SECRETARY

RESOLUTION

Upon a communication from the Commissioner of Emergency Services, be it hereby

RESOLVED, that the County of Westchester (“County” or “Licensee”), acting by and through its Department of Emergency Services (the “Department”), is authorized to enter into a license agreement with the Katonah Fire District (the “Fire District” or “Licensor”), whereby the County will be permitted to park a vehicle used by the County’s Cause and Origin (“C&O”) Team on the Fire District’s real property located at 65 Bedford Road, Katonah, New York 10536, for which the County will pay the Fire District One (\$1.00) Dollar and such other good and valuable consideration, for a term commencing on November 1, 2024, and shall expire on October 31, 2029 (the “License Agreement”); and be it further,

RESOLVED, that both the County and the Fire District will have the right to terminate the License Agreement on thirty (30) days written notice to the other; and be it further,

RESOLVED, that the County is authorized to include a mutual indemnification provision in the terms of the License Agreement as follows:

“The Licensor and the Licensee shall, except for the amount of damage contributed to, caused by, or resulting from the negligence of the indemnifying party, each defend, indemnify and hold harmless the other, its elected officials, officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the performance or failure to perform hereunder by the indemnifying party or third parties under the direction or control of the indemnifying party.”; and be it further,

RESOLVED, that the County Executive or his authorized designee is hereby authorized to execute any documents and take any actions reasonably necessary and appropriate to effectuate the purposes of this Resolution.

Account to be Charged / Credited:

Fund	Dept.	Major Program, Program & Phase, or Unit	Sub-unit	Object/ Sub Object	Trust Account	Dollars
101	20	1000	1000	4380		\$1.00

Budget Funding Year(s): 2024-2029 Start Date 11/01/2024 End Date 10/31/2029
(must match resolution)

Funding Source Tax Dollars \$1.00
State Aid _____

\$ 1.00 Federal Aid _____
(must match resolution) Other _____