



Department of Emergency Services

Memorandum

34429

DATE: June 10, 2013

TO: Board of Acquisition and Contract

FROM: John M. Cullen, Commissioner of Emergency Services

Re: **Resolution authorizing the County of Westchester ("County") to enter into an Intermunicipal Agreement with the Valhalla Fire District ("District") wherein the District will participate in specialized training and activities with the Grasslands Fire Brigade and fire suppression services for a term commencing January 1, 2013 and expiring December 31, 2013, in an amount not-to-exceed Forty Five Thousand (\$45,000.00) Dollars**

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On June 3, 2013 the Westchester County Board of Legislators adopted Act No. 2013-108 authorizing the County to enter into an Intermunicipal Agreement with the District whereby the District will be required to perform the following services:

(a) The District agrees to train with DES staff and develop a plan whereby the District may be called upon to operate District vehicles (if available) or DES vehicles to transport Mass Decontamination Unit ("MDUs") trailers, All Terrain Vehicle ("ATV") transport trailers, Mass Casualty Incident ("MCI") trailers or other types of equipment trailers owned by the County to emergency scenes in and around Westchester County. Said training shall be conducted with County staff and designees at a time and location to be determined by the County in consultation with the District. Said training shall include, but not be limited to, trailer/vehicle attachment and detachment, trailer tow vehicle safety instruction and familiarization with County driver policies and procedures. The District shall supply and maintain a minimum of six firefighters who have completed said training. Each identified firefighter must be capable of being pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator.

The District agrees to supply a qualified firefighter/driver within 30 minutes of the initial request to transport the trailer(s) to the scene upon request from the County Emergency Communications Center (ECC-60 Control) providing it has the trained manpower available to do so. The District will not be responsible, if after

a good faith effort to locate a trained operator(s), it is unable to respond to a request for a driver. Should the District fail to respond to three such requests during the term of this Agreement, the County reserves the right to deem such failure to perform as a material breach and cancel the Agreement immediately. In the event the Agreement is so terminated, to the extent there are any unpaid fees, said fees shall be prorated to the date of termination.

(b) Participate in annual, joint training; site "walkthroughs"; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation with the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to DES Chief of Fire Services within thirty (30) days of occurrence.

(c) Maintain a minimum of twenty four (24) firefighters trained in the NYS Decontamination curriculum for the Fire District firefighters to operate upon request, the decontamination equipment at the Westchester Medical Center and the DES MDU's. Training of the Fire District's firefighters will include familiarization with the process of erecting and operating decontamination equipment during emergencies in order to maintain a standard of fitness to competently operate said decontamination equipment.

(d) Request(s) for decontamination response will be placed by the Department of Emergency Services, Emergency Communications Center (ECC-60 Control) or the Westchester Medical Center, through the Department of Emergency Services, Emergency Communications Center (ECC-60 Control).

(e) Conduct at least one drill to demonstrate the capability to establish and operate the decontamination equipment in conjunction with Westchester Medical Center Staff and the Grasslands Fire Brigade, County Employees and designees. Said drill shall be scheduled jointly by the District and DES.

(f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.

(g) Issue a quarterly report to the DES Commissioner by the last Friday of the month following the end of the previous quarter, i.e., April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Reservation and report on the success of any special initiatives or projects.

The agreement will be for a term commencing January 1, 2013 and expiring December 31, 2013, with a County option to renew for an additional one year period on the same terms and conditions. For these services the District will be paid an amount not to exceed Forty Five Thousand (\$45,000.00) Dollars.

The public purpose of the proposed agreement is to enhance fire protection in order to assure the safety and general welfare of the public on the Grasslands Reservation, including not only residents; but also employees working on the Reservation. The goal of this program is to

assure that the District is aware of and prepared to handle the unique circumstances, challenges and operating procedures associated with providing fire suppression to the Grasslands Campus. It is the objective of DES to provide the latest information, training and situational awareness to the District to minimize their risk and to reduce the potential loss of life and property on the Grasslands Campus. In addition this program will play a vital role in bolstering the preparedness levels of both the County and the District.

The DES Commissioner shall monitor contract compliance and performance through the review of quarterly response reports as well as the review of attendance to periodic training sessions, inspection and drill activities.

The proposed agreement is fiscally responsive in that it results in a cost effective alternative to the County creating a 24 hour a day 365 day a year force that would be aware and prepared to handle the unique circumstances, challenges and operating procedures associated with Grasslands Campus.

The proposed agreement increases security of private and public assets on the Grasslands Reservation by increasing the responder's familiarity with the unique circumstances, challenges and operating procedures associated with Campus.

I recommend your favorable consideration of the annexed proposed Resolution.

JMC/TSA  
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 07/11/2013 - JOMAR VIEIRA, SECRETARY

## RESOLUTION

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

**RESOLVED**, that the County of Westchester is authorized to enter into an Intermunicipal Agreement with the Valhalla Fire District whereby the District shall be required to perform the following services:

(a) The District agrees to train with DES staff and develop a plan whereby the District may be called upon to operate District vehicles (if available) or DES vehicles to transport Mass Decontamination Unit ("MDUs") trailers, All Terrain Vehicle ("ATV") transport trailers, Mass Casualty Incident ("MCI") trailers or other types of equipment trailers owned by the County to emergency scenes in and around Westchester County. Said training shall be conducted with County staff and designees at a time and location to be determined by the County in consultation with the District. Said training shall include, but not be limited to, trailer/vehicle attachment and detachment, trailer tow vehicle safety instruction and familiarization with County driver policies and procedures. The District shall supply and maintain a minimum of six firefighters who have completed said training. Each identified firefighter must be capable of being pre-cleared by the County Office of Risk Management as a qualified motor vehicle operator.

The District agrees to supply a qualified firefighter/driver within 30 minutes of the initial request to transport the trailer(s) to the scene upon request from the County Emergency Communications Center (ECC-60 Control) providing it has the trained manpower available to do so. The District will not be responsible, if after a good faith effort to locate a trained operator(s), it is unable to respond to a request for a driver. Should the District fail to respond to three such requests during the term of this Agreement, the County reserves the right to deem such failure to perform as a material breach and cancel the Agreement immediately. In the event the Agreement is so terminated, to the extent there are any unpaid fees, said fees shall be prorated to the date of termination.

(b) Participate in annual, joint training; site "walkthroughs"; preparation of pre-plans; participation in tabletops and drills with the Grasslands Fire Brigade, County employees and designees. Such training shall be conducted at a time and location to be determined by the County in consultation with the District. Documentation of participation in said activities (including attendance rolls) shall be reported in writing to DES Chief of Fire Services within thirty (30) days of occurrence.

(c) Maintain a minimum of twenty four (24) firefighters trained in the NYS Decontamination curriculum for the Fire District firefighters to operate upon request, the decontamination equipment at the Westchester Medical Center and the DES MDU's. Training of the Fire District's firefighters will include familiarization with the process of erecting and operating decontamination equipment during emergencies in order to maintain a standard of fitness to competently operate said decontamination equipment.

(d) Requests for decontamination response will be placed by the Department of Emergency Services, Emergency Communications Center (ECC-60 Control) or the Westchester Medical Center, through the Department of Emergency Services, Emergency Communications Center (ECC-60 Control).

(e) Conduct at least one drill to demonstrate the capability to establish and operate the decontamination equipment in conjunction with Westchester Medical Center Staff and the Grasslands Fire Brigade, County Employees and designees. Said drill shall be scheduled jointly by the District and DES.

(f) Maintain an ongoing professional standard of communication with the Grasslands Fire Brigade.

(g) Issue a quarterly report to the DES Commissioner by the last Friday of the month following the end of the previous quarter, i.e., April, July, October and January, itemizing and providing a summary for the previous quarter's activities. Said report shall contain information on all activities involving the Grasslands Reservation and report on the success of any special initiatives or projects; and be it further

**RESOLVED**, that the agreement shall be for a term commencing January 1, 2013 and expiring December 31, 2013, with a County option to renew for an additional one year period on the same terms and conditions; and be it further

**RESOLVED**, that for these services the County shall pay an amount not to exceed Forty Five Thousand (\$45,000.00) Dollars; and be it further

**RESOLVED**, that this Agreement is subject to County appropriations; and be it further

**RESOLVED**, that this Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

**RESOLVED**, that the County Executive or his authorized designee is authorized and empowered to execute and deliver all instruments and take all actions necessary or appropriate to effectuate the purposes hereof.

Account to be  
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
101	20	1000	4420		\$45,000

Budget Funding Year(s) 2013 Start Date 1/1/13 End Date 12/31/13  
(must match resolution)

Funding Source Tax Dollars \$45,000

State Aid \_\_\_\_\_

\$45,000 Federal Aid \_\_\_\_\_  
(must match resolution)

Other \_\_\_\_\_

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