



AGREEMENT PURSUANT TO TOWN
LAW §§ 176, 184 AND GENERAL
MUNICIPAL LAW ART. 5-G
- BETWEEN -
THE TOWN OF GREENBURGH
- AND -
THE VILLAGE OF TARRYTOWN
TO PROVIDE FIRE PROTECTION SERVICES
TO THE GLENVILLE FIRE PROTECTION DISTRICT

THIS AGREEMENT is made this ____ day of _____ 2013, by and between the **Town of Greenburgh** (Town), a municipal corporation organized and existing under the laws of the State of New York, located at 177 Hillside Avenue, Greenburgh, New York, acting on behalf of the Glenville Fire Protection District of the Town, and the **Village of Tarrytown** (Village), a municipal corporation organized and existing under the laws of the State of New York, located at One Depot Plaza, Tarrytown, New York 10591;

WITNESSETH:

WHEREAS, the Town Board of the Town of Greenburgh (Town) has established certain fire protection districts in the Town, including the Glenville Fire Protection District (GFPD), to protect residents' property and personal safety from damage or injury by fire; and

WHEREAS, the Village, through its fire department, has provided residents of the Glenville Fire Protection District exemplary fire safety services; and

WHEREAS, it is in the mutual interests of both the Town and the Village to continue furnishing fire protection to residents of the fire protection district; and

WHEREAS, a public hearing was held at Greenburgh Town Hall on May 22, 2013, after notice, for the purpose of considering whether the parties should enter a contract to continue providing residents of the fire protection district fire protection services; and

WHEREAS, at such hearing the Town Board adopted a resolution, copy attached, authorizing the Town Supervisor to enter into a contract with the Village and the Tarrytown Fire Department to provide fire safety services to residents of the fire protection district;

NOW, THEREFORE, BE IT AGREED by and between the Town, its successors and assigns, and the Village, its successors and assigns, for the consideration named herein as follows:

1 SCOPE of SERVICES

1.1. The Town does hereby engage the Village to provide fire protection services to residents of the Glenville Fire Protection District upon the following terms and conditions:

1.1.1. The Village and the Tarrytown Fire Department (Department) hereby agree to maintain and furnish suitable personnel and equipment to render adequate fire protection within the boundaries of the Glenville Fire Protection District.

1.1.2. When notified by alarm, telephone, or any other manner of a fire within the fire district members of the Fire Department, through the Tarrytown Fire Department, agree to respond without delay and diligently extinguish any fire within the district preventing injury and property damage to the greatest extent practicable.

2. CONSIDERATION

2.1. In consideration of providing the services outlined in ¶1, above, for the year January 1, 2013, through December 31, 2013, the Town agrees to pay the Village the sum of Two Hundred Eighty-Seven Thousand Five Hundred Nine Dollars (**\$287,509**), which represents GFDP's percent of the assessment roll of the Village of Tarrytown and the Glenville Fire Protection District as they relate to the sum of the latest filed assessment rolls prepared for these areas in 2012 and applied to the 2012-2013 Village Fire Protection Budget for services rendered during calendar year 2013.

2.2. The Town and the Village agree to use the Chart of Accounts – Fire Protection Districts as set forth on Schedule A, attached, for determining applicable expenses.

2.3. In accordance with General Municipal Law §209-d, the Village agrees to pay to the Fire Department up to thirty-five percent (35%) of the amount paid by the Town to the Village for fire protection services.

2.4. The Town agrees to use its best efforts to make annual payment to the Village pursuant to this Agreement within 30 days from the date of the executed Agreement.

3. TERM

- 3.1 This agreement shall be for a period of one (1) year, commencing January 1, 2013, and terminating on December 31, 2013.

4. INSURANCE

- 4.1 The Village agrees to maintain insurance as required under this paragraph.
- 4.1.1. Workers' Compensation Insurance. The Village shall take out and maintain during the term of this contract Workers' Compensation Insurance for all employees assigned to the work or perform services hereunder.
- 4.1.2. General Liability and Property Damage Insurance. The Village shall take out and maintain during the term of this contract general liability and property damage insurance in an amount sufficient to protect from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows:
- 4.1.2.1. General Liability Insurance in an amount not less than \$1,000,000 for injuries, including wrongful death, to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000 for any occurrence.
- 4.1.2.2. Property Damage Insurance in an amount not less than \$1,000,000 for damage on account of all occurrences.
- 4.2. The Village agrees to furnish proof of compliance with the above insurance requirements to the Town and further agrees to name the Town as an additional insured in said policies.
- 4.3. Any claim for damage or injury for services performed under this Agreement to residents of the fire protection district shall be reported to the offices of the Town Attorney and Comptroller as soon as possible and not later than twenty-four hours from the time of such accident or claim. A detailed written report must be submitted to the Town as soon thereafter as possible and not later than three (3) days after the date of such accident.

5. INDEMNIFICATION and SAVE HARMLESS

- 5.1. The Village and the Fire Department hereby agree to indemnify and hold the Town, its officials, officers, agents, employees, and volunteers performing authorized tasks on behalf of the Town, harmless from and against all liability, including all expenses, reasonable attorney's fees, losses and claims, demands, payments, suits, actions, recoveries and judgements of any nature and description whatsoever resulting from any claim or claims

arising out of this contract, or the procedures leading thereto, for any act or omission of the Fire Department, its agents or employees representatives, or sub-contractors, during or in furtherance of the performance to this Agreement.

6. REQUIRED PROVISIONS of LAW

6.1 This Agreement shall be governed by the laws of New York State. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion.

7. PERMITS and REGULATIONS

7.1. The Village and the Fire Department agree to secure and pay for all licenses and permits necessary to perform and render the services set forth above.

8. STATEMENT of NONDISCRIMINATION

8.1 The Fire Department shall prominently post, on the site where services hereunder are to be provided, a statement regarding non-discrimination, which statement shall be similar in form to the following:

In compliance with Section 504 of the Rehabilitation Act of 1975 and title VI of the 1964 Civil Rights Act and New York State Executive Orders, no persons will be denied service or access to service based upon race, marital status, sexual orientation or handicapping condition.

9. NO ASSIGNMENT

9.1 In accordance with the provisions of Section 109 of the General Municipal Law, the Village and the Fire Department are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of any right, title or interest in this Agreement, or the power to execute this Agreement, to any other person or corporation without the prior written consent of the Town.

10 REPRESENTATIONS of the VILLAGE and the FIRE DEPARTMENT

10.1 The Village and the Fire Department make the following representations:

- 10.1.1. The Fire Department is qualified to perform the fire protection services outlined herein.
- 10.1.2. The Fire Department agrees to participate in the New York State Fire Incident Reporting System and further agrees to forward one copy of each and every report made regarding any fire occurring within the fire protection district to the Town Fire Marshal.
- 10.1.3. The Fire Department agrees to ensure that all members performing fire protection services are adequately trained and qualified to perform the tasks assigned as determined by completion of a National, New York State or equivalent fire training program and receive any annual or periodic refresher training that may be required.
- 10.1.4. The Village and the Fire Department agree to assume liability for any and all loss or damage caused by or to its fire apparatus sustained in answering any call.
- 10.1.5. The Village and the Fire Department agree to assume responsibility for the payment of all claims for injury or death of all persons, including fire personnel, occurring in connection with services rendered under this agreement.
- 10.1.6. The Fire Department agrees to respond to any fire involving a structure, regardless of whether it is commercial or residential, occupied or unoccupied, with the appropriate firefighting apparatus.
- 10.1.7. The Fire Department is fully familiar with all federal, state, and local laws, ordinances and regulations which may in any way affect the services to be provided.
- 10.1.8. The Fire Department is fully licensed by all governing regulatory agencies.
- 10.1.9. The Village and the Fire Department agree to give the Town a minimum of ninety (90) days notice prior to any capital equipment purchase for fire protection services and costing in excess of \$100,000 and to solicit and weigh the opinion of Town officials prior to taking any vote or making any decision to undertake a capital purchase involving fire protection services. The failure to solicit and consider the Town's opinion regarding such a capital purchase costing \$100,000, or more, prior to any vote or decision, shall result in the capital expense being excluded from the Village's costs and expenses (Schedule A) for purposes of calculating the Town's contribution.
- 10.2 The Village agrees to obtain the written consent of the Fire Department to the terms and conditions set forth herein.

11. NOTICES

11.1 Any and all notices, communications, payments and demands required under this Agreement shall be in writing, addressed as follows, or to such other address as may hereafter be designated, in writing, by either party hereto:

11.1.1. To the Town: Town of Greenburgh
177 Hillside Avenue
Greenburgh, NY 10607
Attn: Bart Talamini, Comptroller

11.1.2. w/ copy to: John Lucido, Fire Marshal
177 Hillside Avenue
Greenburgh, NY 10607
Elmsford, NY 10523

11.1.3. To the Village: Mayor, Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591

Village Administrator, Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591

11.1.4. To the Fire Department: Tarrytown Volunteer Fire Department
50 Main Street
Tarrytown, NY 10591

12. WAIVER and MODIFICATION

12.1. No waiver of any breach or of any condition of this Agreement shall be binding unless executed in writing and signed by the party waiving such breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

12.2. This Agreement constitutes the complete understanding of the parties. No other understandings or agreements, oral or written, are valid and no modification of any provisions of the Agreement shall be valid unless in writing and signed by both parties in accordance with the provisions of Town Law §184.

13. ETHICAL DISCLOSURE

13.1. The Village and the Fire Department acknowledge the necessity for the highest ethical standards in all public contracts and accordingly agree to abide by the provisions of the Code

of Ethics, Chapter 570 of the Code of the Town of Greenburgh, attached. Nothing herein shall, however, be interpreted or construed to require employees of the Village or members of the Fire Department to file a financial disclosure statement.

14. AUDIT and INSPECTION

- 14.1. The Village and the Fire Department agree to permit the Town, or any of its authorized representatives, to visit and inspect the program, project or services operated pursuant to this Agreement and permit an audit and/or inspection of all books, records, and accounts relating thereto.
- 14.2. If requested by the Town, the Village will provide the Town with the contract year(s)' annual New York State Office of Fire Protection Call Report broken down by Glenville vs. non-Glenville Protection District calls.

15. DISPUTES

- 15.1. It is mutually agreed by and between the parties hereto, that in any dispute between the Town and the Village the disputed matter shall be settled in the first instance, by mediation in Westchester County, or if that fails, in the Supreme Court of the State of New York, Westchester County.

IN WITNESS WHEREOF, the parties hereto have each agreed to the terms and conditions as set forth herein.

TOWN OF GREENBURGH

By: _____
Paul J. Feiner, Supervisor

S E A L

VILLAGE OF TARRYTOWN

By: _____
Drew Fixell, Mayor

S E A L

In accordance with General Municipal Law §209-d, Tarrytown Fire Department consents to this Agreement, to all the terms and conditions expressed herein and to the payment to be made to the Fire Department by the Village.

TARRYTOWN FIRE DEPARTMENT

By: _____
John McGee, Chief

