

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The recitals contained in the prefatory WHEREAS clauses set forth above are incorporated herein by reference.
2. The Municipality agrees (a) to the inclusion of the Additional Equipment as “Equipment” under the License Agreement, (b) to the delivery, installation and use of the Additional Equipment in accordance with the terms of the License Agreement, and (c) to comply with the terms and conditions of State Grant Agreement to the extent they pertain to the Additional Equipment.
3. The Additional Equipment will be furnished, installed and programmed at no charge to the Municipality.
4. The Municipality acknowledges and agrees that, as part of the installation of the Additional Equipment, the County will be programming the Control Station Radio with County Trunk Radio Communication channels, as well as with local public safety radio communication channels, for mutual aid purposes.
5. The Municipality agrees, that after the installation of the Additional Equipment, it shall not be permitted to use the control station radio on the County Trunked Radio System until it receives written notification from the County that the Trunked Radio System is ready for use. During this time period, the F3 Radio System will still be operational and may be used by the Municipality.
6. The County hereby grants to the Municipality, its officers, employees and agents, a non-exclusive, royalty-free, personal and non-assignable license to utilize the County designated channels on the County Systems in accordance with the terms of the License Agreement, as amended. The County shall retain control and responsibility for the County Systems.
7. The Municipality consents to the County programming the Municipality’s radio communication channel(s) into the control station radios located at the police headquarters of the other municipalities that participate in the Mutual Aid Rapid Response Plan for Police Departments of Westchester County and the Westchester County Fire Mutual Aid Plan (the “Mutual Aid Plans”) for mutual aid purposes.
8. The Municipality grants to the County and the municipalities who participate in the Mutual Aid Plans, their officers, employees and agents, a non-exclusive, royalty-free, personal and non-assignable license to utilize the Municipality’s radio communication channel(s) for mutual aid purposes. The Municipality shall retain control and responsibility for the Municipality’s radio communication system.

9. The parties acknowledge and agree that they are going to obtain and hold the FCC licenses for their respective radio communication systems. Neither party shall take any action that causes the other party to be in violation of its FCC license.

10. Each party's radio communication system shall remain its property. It is expressly understood that the License Agreement, as amended, does not constitute a lease and that no ownership or property rights whatsoever are being transferred under the License Agreement, as amended.

11. The County Systems shall be available to the Municipality for only as long as the County, in its sole discretion, makes the County Systems available. The County retains sole and absolute discretion in determining whether to continue to make the County Systems available and, if so, to what person(s) and/or entity/ies, in what geographic area(s), for what purpose(s), and under what terms of use. The County may cease making the County Systems available to one or more users, or all users, at any time, for any reason or no reason, either temporarily or permanently. For as long as the County Systems are made available to users, each user will have access to the County Systems, in their then-current form. The County in its sole discretion may change the County Systems as it deems necessary and proper.

12. The Municipality understands and agrees that use of the Equipment and the County Systems are being provided "AS IS", "WITH ALL FAULTS" and "AS AVAILABLE".

13. The County disclaims all warranties of any kind, express or implied, concerning the Equipment and the County Systems, including, without limitation, their quality, accuracy, completeness, usefulness, timeliness, reliability, functionality, merchantability, or fitness for a particular purpose.

14. The County shall not be responsible for any issue(s) with regard to the Equipment or County Systems, including, without limitation, any interruption, defect, delay, failure, or malfunction involving equipment, hardware, software, or communications impacting; or any lack of availability of; or any other issue, whether or not technical in nature, whether or not caused by human error, and whether or not caused by, or not remedied by, the County and/or the Municipality or any other user.

15. The County shall have no liability to the Municipality, for any damages, losses, or other costs of any nature (including, without limitation, attorney's fees) related to any claim, whether in contract, tort, or otherwise, that is directly or indirectly related to or arises out of the Equipment or use of the County Systems.

16. The Municipality agrees that, once the Additional Equipment is installed, the County will update the Equipment List set forth in Schedule "A" to the License Agreement to include all of the Equipment furnished to the Municipality under the License Agreement, as amended. Once the updated Schedule "A" is provided to the Municipality, it shall be deemed a part of the License Agreement, as amended.

17. The installation of the Additional Equipment is subject to the County receiving the grant funds under the Grant Agreement and procuring a contract to purchase and install the Additional Equipment. In addition, it may be necessary for the County to perform a Site visit with prospective contractors to verify existing Site conditions. The Municipality consents to the County may performing such Site visit. If a Site visit is necessary, a County representative will be in contact with the Municipality's police department to schedule the visit.

18. The Municipality agrees to make the Site available during regular business hours for the County or its vendor to install the Additional Equipment.

19. Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the License Agreement.

20. Except as amended hereby, all other terms, covenants and conditions of the License Agreement shall remain in full force and effect.

21. This First Amendment shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

[INTENTIONALLY LEFT BLANK.]
SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

THE COUNTY OF WESTCHESTER

By: _____

_____ :

By: _____

Name: Theresa Knickerbocker

Title: Mayor

Authorized by the Board of Acquisition and Contract of the County of Westchester on the ____
day of _____, 2023.

Approved:

Associate County Attorney
County of Westchester

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, Marcus Serrano
(Officer other than officer signing contract)

certify that I am the Village Administrator of
(Title)
the Village of Buchanan
(Name of Corporation)

a corporation duly organized and in good standing under the New York Village Law
(Law under which organized, e.g., the New York Business Corporation Law) named in the
foregoing agreement; that

Theresa Knickerbocker
(Person executing agreement)

who signed said agreement on behalf of the Village of Buchanan
(Name of Corporation)

was, at the time of execution Mayor
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation
by authority of its Board of Directors, 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)

On the _____ day of _____ in the year 20__ before me, the undersigned, a
Notary Public in and for said State, Marcus Serrano personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose and
say that he/she resides at 1550 Boulevard Peekskill, NY 10566, and
he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on
behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public

Date