



Agreement is made as of the \_\_\_\_ day of September 2025, by and between:

**THE CITY OF YONKERS**, a municipal corporation organized and existing under the laws of the State of New York, acting by and through the Yonkers Fire Department ("YFD"), with offices located at 470 Nepperhan Ave., Yonkers, New York (or the "City"); and

**THE CITY OF MT. VERNON**, a municipal corporation organized and existing under the laws of the State of New York, with offices located at City Hall, 1 Roosevelt Square, Mt. Vernon, New York (or the "Municipality")

**WHEREAS**, the City of Mount Vernon is a neighboring City and shares an extensive western border with the City of Yonkers; and

**WHEREAS**, the health and welfare of the residents of the City of Mount Vernon is of regional concern; and

**WHEREAS**, the City of Mount Vernon is experiencing an emergency related to, *inter alia*, the unavailability of certain fire fighting apparatus within the Municipality which is significantly impacting its ability to provide timely fire suppression; and

**WHEREAS**, it is in the best interest of the City to offer mutual aid to our neighbors for the health and welfare of both their residents and our own; and

**WHEREAS**, accordingly the City agrees temporarily lend the following YFD vehicles not required for its own usage to the City of Mount Vernon while the City of Mount Vernon awaits delivery of necessary parts for repair of its own apparatus:

**NOW THEREFORE**, be it hereby agreed by and between the parties that:

1. For and in consideration of the sum of one (\$1) Dollar, the receipt of which is hereby acknowledged by the City, the City hereby agrees to make the following YFD vehicles available to the Municipality in "as is" condition for use by the Municipality to meet its municipal ~~garbage collections~~ <sup>fire protection</sup> obligations:

20027 American LaFrance Fire Engine, 2007, model Eagle Pumper, Vin# 1AFAAACG07RY23907.

2. The term of this loan shall be 90 days from the date first stated above.

3. The Municipality shall attach a non-permanent cover over any writing or logos identifying the YFD vehicles as belonging to the City of Yonkers to the extent possible.

4. The City disclaims all warranties, whether expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Notwithstanding the foregoing, the City acknowledges the trucks were fit upon delivery to the Municipality for the desired use by the Municipality.

5. The Municipality hereby releases and forever discharges the City and its elected officials, officers, employees, agents, successors and assigns and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which the Municipality may now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way in connection herewith, including without limitation, the use of the YFD vehicles by the Municipality. This Release shall be binding upon the Municipality, and its elected officials, officers, employees, agents, successors and assigns.

6. In addition to the foregoing, the Municipality agrees to defend, indemnify, and hold the City and elected officials, officers, employees, agents, successors and assigns, harmless, against any claims arising herefrom or related hereto. The YFD vehicles may not be used by Municipality until such time as the Municipality has provided the City with proof of insurance acceptable to the City.

7. The Municipality shall give immediate written notice of notice from any third party that a cause of action or claim may be initiated against the City in connection with this Agreement by certified mail, return receipt requested, to: (i) the Commissioner of YFD at the address above, and to (ii) the Corporation Counsel's Office, City Hall, Room 300, Yonkers, New York, Attn.: Corporation Counsel. Notice is deemed effective upon mailing, upon proof of such mailing.

8. This Agreement shall be subject to and governed by the laws of New York State.

9. The Municipality agrees that it has inspected the YFD vehicles and has accepted the same in their existing condition.

10. The Municipality represents that it has sought and received all legal authority necessary to enter into this agreement with the City.

11. The Municipality agrees that it shall return the YFD vehicles the City on the date on which the loan expires by 11:59 p.m., subject to normal wear and tear and subject to the general condition of the truck when received by the Municipality. The Parties may agree to extend the term of this Agreement by writing.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first set forth above.

## CITY OF YONKERS:

By: \_\_\_\_\_  
, Deputy Mayor

## CITY OF MT. VERNON

By: \_\_\_\_\_  
Shawn Patterson, Mayor