

INTER-MUNICIPAL AGREEMENT

AGREEMENT made the ____ day of _____, 201_ by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County")

and

THE VILLAGE OF HASTINGS-ON-HUDSON, a municipal corporation of the State of New York, having an office and place of business at 7 Maple Avenue, Hastings-on-Hudson, New York 10706 (hereinafter referred to as the "Municipality")

WHEREAS, on July 26, 2016, the County entered into an agreement with Cablevision Lightpath, Inc. ("Cablevision") for the provision of full voice, video and data transmission services along a high-speed telecommunications network for a five year term commencing on January 1, 2016, and subject to two five-year renewals (the "Cablevision Agreement"); and

WHEREAS, the Cablevision Agreement also provides that Cablevision will allow other municipalities in Westchester County to avail themselves of these services under the same terms and conditions; and

WHEREAS, the Municipality is desirous of receiving the aforementioned services from Cablevision under the terms and conditions of the Cablevision Agreement.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

FIRST: The Municipality shall receive voice, video and data transmission services from Cablevision pursuant to the terms of the Cablevision Agreement, which is incorporated herein and made a part hereof by reference.

The Municipality may also request other services from the County (e.g. technical services for telecommunications or data networking) which will be provided at rates published on the County Department of Information Technology website.

The Municipality acknowledges that for any services to be provided over the Internet or the County's network, or which rely on the Internet or the County's network, the County's provision of those service is subject to i) the County having an agreement in place with Cablevision, pursuant to which it receives network services from Cablevision, and ii) Force Majeure as herein defined.

In the event the County and the Municipality entered into a separate agreement for the provision of similar services, the term of which is still in effect, the County and the Municipality mutually agree that such agreement is hereby terminated and superseded by this Agreement.

SECOND: The Municipality shall pay Cablevision directly for any services it may receive. In no event shall the County have any liability for amounts due from the Municipality to Cablevision or for damages, direct or indirect, arising out of the provision of services by Cablevision to the Municipality.

In the event the Municipality requests other services directly from the County, the Municipality shall pay the County pursuant to the rates published on the County Department of Information Technology website.

THIRD: The Municipality agrees

(i) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of this Agreement; and

(ii) To provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

FOURTH: The term of this Agreement shall commence on January 1, 2017 and expire on December 31, 2021.

FIFTH: The County reserves the right to cancel this Agreement upon thirty (30) days written notice to the Municipality.

SIXTH: Confidential Information means all or any part of, and originals or copies of, any information, in whatever form embodied (*e.g.* oral, written, electronic) that the County has identified in writing as confidential at the time of disclosure. Specifically excluded is information (a) that at the time of disclosure was, or becomes, part of the public domain (through a source other than the Municipality); (b) lawfully obtained from a third party that was not under, and did not impose, an obligation of confidentiality with respect to such information; (c) that is independently developed by the Municipality; or (d) that was known by the Municipality prior to disclosure by the County. Confidential Information does not include any ideas, concepts or know-how.

The Municipality shall not disclose Confidential Information to third parties without the express written consent of the County. The Municipality agrees not to remove or obscure proprietary rights notices that appear on Confidential Information and copies thereof; and shall return or destroy, as the County may direct, all Confidential Information upon demand. The Parties acknowledge that nothing in this Agreement shall be construed to change the Municipality's obligations under the applicable Freedom of Information Law or any other disclosure obligation imposed upon the Municipality by any applicable local, state, or federal law, rule or regulation that currently exists or is enacted or promulgated during the term of this Agreement, or by the judgment or order of a court or administrative agency or body having jurisdiction over the Municipality.

SEVENTH: Force Majeure. Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor

disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control, including any event that might cause the County to not receive services from Cablevision for any period of time.

EIGHTH : This Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

NINTH: All notices given pursuant to this agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested and mailed to the following addresses:

To The County:

Chief Information Officer
Westchester County
Michaelian Office Building, 9th Floor
148 Martine Avenue
White Plains, New York 10601

With a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Municipality:

Village of Hastings-on-Hudson
7 Maple Avenue
Hastings-on-Hudson, NY 10706

or to such other addresses as may be specified by the parties hereto in writing.

TENTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

ELEVENTH: This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality. This Agreement shall not be deemed to create any rights in third parties, or to create any obligations of a Party to any such third parties.

TWELFTH: Any delegation of duties or assignment of rights under this Agreement, without the prior express written consent of the County, is void.

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement:

COUNTY OF WESTCHESTER

By: _____
John B. McCaffrey, Chief Information Officer

VILLAGE OF HASTINGS-ON-HUDSON

By: _____
(Name and Title)

Approved by the Board of Legislators of the County of Westchester by Act No. 309 – 2016 on the 17th day of October, 2016.

Approved by the Board of Acquisition and Contract of the County of Westchester on the 1st day of December, 2016.

Approved as to form and
manner of execution:

Associate County Attorney
The County of Westchester
S/Vutera/DIT/102088/Cablevision Lightpath IMA 12-6-16 final

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 201_, before me personally came
_____, to me known, and known to me to be the
_____ of _____,
the municipal corporation described in and which executed the within instrument, who being by me
duly sworn did depose and say that he, the said _____ resides at

and that he is _____ of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____,
(Officer other than officer signing contract)
certify that I am the _____ of the _____
(Title)

(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the

(Law under which organized, e.g., the New York Village
Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution
_____ of the Municipality,
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its

(Town Board, Village Board, City Council)

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 WESTCHESTER)

On this _____ day of _____, 201_, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(title)

the municipal corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____
resides at _____, and that he is
the _____ of said municipal corporation.
(title)

Notary Public County