

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF WESTCHESTER
AND

LICENSE AGREEMENT made this ____ day of _____, 20____, by and between:

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

(hereinafter referred to as the “Licensee”), located at

WHEREAS, the County desires to provide a license for remote access to the County Clerk’s land records and legal files; and

WHEREAS, the Licensee desires a license for the privilege of utilizing such remote access to the County Clerk’s record; and

NOW, THEREFORE, the parties hereto agree upon the premises, terms and conditions as follows:

1. Licensed Access: The County hereby grants to the Licensee a License at no cost for the use of (____) assigned user IDs from the Westchester County Clerk’s system that would permit Licensee to connect computer terminal(s) for remote web access to the County Clerk’s land records and legal files. Licensee accepts the land records and legal file information on an “as is” basis and the County provides no warranty as to the accuracy of the information. To the extent permitted by law, the County disclaims all liability for the information contained in the files and records.

2. **Confidentiality:** The Licensee agrees that, except in accordance with proper judicial order or as otherwise provided by law, the Licensee and any person employed, or otherwise engaged, by such Licensee who by virtue of such employment or engagement is given access to the County Clerk's Office land and legal records pursuant to this License, shall not divulge or make known in any manner any confidential information, such as social security numbers, contained in such records.

3. **Conduct of Operations:** The Licensee assumes all risk of operation and shall provide, at its sole cost and expense, all equipment and hardware, as determined by the County, necessary to gain access to the County Clerk's records. The County shall not be responsible as a bailee or otherwise for any equipment or hardware or other personal property of the Licensee, or its employees, used to gain remote access. The Licensee hereby waives any claim for loss or damages sustained to any personal property, including, without limitation, theft or other casualty.

The Licensee further agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Licensee 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 the acts or omissions hereunder by the Licensee and third parties under the direction or control of the Licensee; and

(b) 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 License and to bear all other costs and expenses related thereto.

(c) that in the event the Licensee does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Licensee shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the License.

4. **Term and Termination:** The term of this License shall be for a period of one year commencing on January 1, 2024 and terminating on December 31, 2024, with the County Clerk's option to extend the License for four additional one-year periods on the same terms and conditions. This License shall be extended for an additional one-year period automatically upon Licensee's receipt of a letter notice from the County Clerk advising Licensee of the County Clerk's decision to exercise its option and extend this License for an additional one year period.

In addition, this License may be terminated by the County upon thirty (30) days written notice to the Licensee when, in its sole discretion, the County deems it in its best interest to do so. Licensee shall have the right to terminate this License upon thirty (30) days written notice to the County when, it is sole discretion, Licensee deems it in its best interest to do so.

5. **No Lease:** It is expressly understood and agreed that no equipment or space is leased to the Licensee. No exclusive rights for remote access (other than the licensed user IDs granted herein) are granted by this License.

6. **Notices:** All notices of any nature referred to in this License shall be in writing and either sent by regular mail or overnight courier, or sent by facsimile (with acknowledgement received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt, or in the case of notices sent by regular mail, notice shall be effective three business days after the date of mailing.

To the County:

Hon. Timothy C. Idoni
Westchester County Clerk
110 Dr. Martin Luther King, Jr. Blvd.
White Plains, New York 10601

And a copy to:

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

To the Licensee:

With a copy to:

Such addresses shall be subject to change from time to time as may be specified in writing.

7. **Assignment:** It is understood and agreed that this License and the privileges granted hereunder are exclusively personal in nature and the Licensee may not assign, convey, sell, transfer (including, but not limited to, an attempt to transfer this License pursuant to a sale or transfer of all or part of this Licensee's assets), or otherwise dispose of this License. Any attempted or purported assignment, subletting, or transfer of this License or any rights granted hereunder without the express written consent of the County is void.

8. Entire Agreement: This License and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

Signed this _____ day of _____, 20__

THE COUNTY OF WESTCHESTER

By: _____
Timothy C. Idoni, County Clerk

LICENSEE

By: _____

Print Name: _____

Title: _____

Date: _____

Approved as to form and manner of execution

Assistant County Attorney
The County of Westchester

MUNICIPALITY'S ACKNOWLEDGMENT

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

On this _____ day of _____ 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 is 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/she executed the same in his/her capacity, and that by his/her signature(s) on the
instrument, the municipal corporation executed the instrument.

Notary Public

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 and 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, and that said
(Title of such person),

agreement was duly signed for and on behalf of said Municipality by authority of its
_____, thereunto duly authorized and
(Town Board, Village Board, City Council)

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 _____ 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 whose name is subscribed to the above certificate and
acknowledged to me that he/she executed the above certificate in his/her capacity
as _____ of _____,
(Title) (Municipality)
the municipal corporation described in and which executed the within instrument.

Notary Public