

## INTERMUNICIPAL AGREEMENT

**THIS INTERMUNICIPAL AGREEMENT** (hereinafter “IMA”) dated October \_\_, 2023 (the “Effective Date”), by and between **MONROE COUNTY**, a New York municipal corporation with offices at 39 West Main Street, Rochester, New York 14614 (hereinafter the “County”) and the **VILLAGE OF BROCKPORT**, a New York municipal corporation with offices at 127 Main Street, Brockport, New York, 14420 (hereinafter the “Village”)

### WITNESSETH:

WHEREAS, the parties have determined the County’s web-based map services would be useful to the Village when creating web-based mapping applications and related map products; and

WHEREAS, at a Regular Meeting of the Village Board held on \_\_\_\_\_, 2023, the Village Board authorized entering into an intermunicipal agreement with Monroe County for Geographic Information System (“GIS”) map services and data sharing; and

WHEREAS, pursuant to Resolution 164 of 2019, the Monroe County Legislature authorized entering into an intermunicipal agreement to provide GIS data via web-based map services at no cost to the Village and any other municipality in exchange for any GIS map services they develop using the data at no cost to the County.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **TERM OF INFORMATION SHARING AGREEMENT.** The term of this IMA shall commence on the Effective Date and terminate five (5) years thereafter, with the option to renew for up to three (3) additional five-year terms upon the written consent of both parties.

2. **INFORMATION SHARING OBLIGATIONS.**

a. The County shall provide access to web-based map services to the Village for use in creating a library of web-based mapping applications and related map products.

b. The Village shall provide the County access to any and all web-based map services created by the Village in standard ESRI ArcGIS format. The parties acknowledge that web-based map services created by the Village in standard ESRI ArcGIS format and provided to the County will be the consideration for the County supplying access to web-based map services to the Village.

3. **INDEMNIFICATION.** The parties shall hold harmless each other from suit by each of other including its officers, agents, and employees working in their official capacity from their claims of liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and their claims of every name not described, including attorneys’ fees and disbursements, brought against

the other which may arise, be sustained, or occasioned directly or indirectly arising out of or resulting from the performance of this IMA.

4. EMPLOYER RESPONSIBILITIES. Each party shall have the direct and sole responsibility for the following: payment of wages and other compensation; compliance with Federal, state, and local tax withholding requirements pertaining to income taxes, Worker's Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. Neither party shall have any responsibility for any of the incidences of employment in regards to the other party's employees performing work, providing services, or providing products pursuant to this IMA.

5. DEFAULT. If at any time during the Term, either party defaults in fulfilling any of its obligations under this IMA, upon the serving a written sixty (60) day notice of the non-defaulting party on the other party, specifying the nature of said default and upon expiration of said sixty (60) days, if the defaulting party shall have failed to comply with or remedy such default, then the non-defaulting party may serve a written notice of immediate cancellation of this IMA and the term thereunder shall end and expire as fully and completely as if the date of expiration caused by the default were the day herein definitely fixed for the end and expiration of this IMA and the term thereof.

6. NOTICES. Any notice, demand or request required or agreed to be given under this IMA by either party shall be sufficiently given or served if in writing and signed by the party giving it and mailed by certified mail, return receipt requested, addressed to the party to be notified as follows:

TO THE COUNTY:

Operation Manager - GIS  
Monroe County GIS Services Division  
City Place  
50 West Main Street, Suite 7100  
Rochester, New York 14614

With a copy to:

County Attorney  
Monroe County Department of Law  
39 West Main Street  
Suite 307  
Rochester, New York 14614

TO THE VILLAGE:

Margaret B. Blackman-Village Mayor  
Village of Brockport  
127 Main Street  
Brockport, New York 14420

or to such other address as the County or Village may from time to time designate by giving notice thereof in writing. Service shall be complete upon such mailing except in case of a notice to change an address in which case service shall be complete when the notice is received by the addressee.

7. **NON-DISCRIMINATION.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and consistent with Federal statutory and constitutional non-discrimination provisions, each party will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, military status or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, each party agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, each party agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Each party is subject to fines penalties for any violation of Section 220-e or Section 239 as well as possible termination of this IMA.

8. **INSURANCE.** The parties are self-insured and shall supply each other with proof of such self-insurance at the time of execution of this IMA.

9. **NO ASSIGNMENT WITHOUT CONSENT.** Neither party shall, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this IMA or any of its right, title or interest herein or its power to execute the IMA, or any part thereof to any person or entity without the prior written consent of the other party.

10. **RIGHT TO INSPECT.** Designated representatives of either party shall have the right to monitor the provision of services under this IMA which includes having access at reasonable times and places to the other party's employees, reports, books, records, audits and any other material relating to the delivery of such services. Each party agrees to maintain and retain all pertinent records related to this IMA for a period of ten (10) years after final payment. Either party may retain all pertinent records in electronic format. Retention of electronic records shall be for a period of ten (10) years after final payment.

11. **QUALIFICATIONS.** Each party represents and warrants to the other party that it and its employees is duly and fully qualified under Federal law and of the State of New York, to undertake the activities and obligations set forth in this IMA, that it possesses as of the date of its execution of this IMA, and it will maintain throughout the term hereof, all necessary approvals, consents and

licenses from all applicable government agencies and authority and that it has taken and secured all necessary approvals.

## 12. MISCELLANEOUS

a. The captions of this IMA are for convenience of reference only and in no way define, limit, or describe the scope or intent of this IMA or in any way affect this IMA.

b. This IMA contains the entire agreement between the parties in regards to the issues set forth herein and it may not be changed orally or by any agreement between the parties unless in writing, signed and acknowledged by the parties or their successors.

c. This IMA shall be governed by and construed in accordance with the laws of the State of New York and Federal law. Any judicial proceeding regarding this IMA shall in a court of competent jurisdiction in the State of New York.

d. The agreements, terms, covenants, and conditions herein shall bind and inure to the benefit of The County and Village.

e. No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party under the provisions of this IMA shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

f. If any provision of this IMA is held invalid by a court of law, the remainder of this IMA shall not be affected thereby, if such remainder would then continue to conform to Federal law and the laws of the State of New York.

g. The parties acknowledge this IMA is subject to the Freedom of Information Law including the Freedom of Information Act.

h. Either party may make this IMA available to the public and searchable including on-line in a digital format.

i. The Parties shall comply with all applicable federal, state, and local laws, regulations, and rules when performing work pursuant to this IMA.

j. This IMA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The counterparts of this IMA may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, The County and Village of Brockport have executed this IMA as of the day and year first above written.

COUNTY OF MONROE

VILLAGE OF BROCKPORT

By: \_\_\_\_\_  
Name: Adam J. Bello  
Title: County Executive

By: \_\_\_\_\_  
Name: Margaret B. Blackman  
Title: Village Mayor

STATE OF NEW YORK)  
COUNTY OF MONROE) SS:

On the \_\_\_\_ day of \_\_\_\_\_, 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared **Adam J. Bello** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK)  
COUNTY OF MONROE) SS:

On the \_\_\_\_ day of \_\_\_\_\_, 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared **Margaret B. Blackman**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



## VILLAGE OF BROCKPORT RESOLUTION

I, Erica Linden, Village Manager/Clerk of the Village of Brockport, 49 State Street, Brockport, NY 14420, do hereby certify that the following resolution was adopted at a meeting of the Village Board held on October 16th, 2023, and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended, or revoked and is in full force and effect.

RESOLVED, to authorize the Village's grantwriters, Robert J. Miller and Associates, to prepare an application to the Genesee Valley Council on the Arts for a Statewide Community Regrant (SCR) Community Arts grant in an amount not to exceed \$5,000 to support the Brockport Symphony Orchestra's 2024 concert series in Brockport and Monroe County. There is no cost to the Village.





## INTERMUNICIPAL AGREEMENT

This Agreement is made pursuant to General Municipal Law Section 119-o, as of the date last executed below, by and between the Village of Brockport, a municipal corporation having offices at 127 Main Street, Brockport, New York 14420 ("Village"), and the County of Monroe, a municipal corporation having offices at 39 West Main Street, Rochester, New York 14614 ("County").

WHEREAS, the County previously entered into a contract with Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, Michigan 48098 ("Tyler"), to install a new law enforcement records management and automated field reporting software system for the benefit of the County Sheriff's Office and local police agencies throughout Monroe County ("RMS");

WHEREAS, the RMS integrates and provides for the sharing of information between the various law enforcement agencies such as incident reports, arrests, citations, warrants, case management, and field contact information in a unified data base ("RMS Data");

WHEREAS, the RMS was installed at the County and the Village in 2021 and the parties desire to expand the services available under the RMS to permit the use of a reporting dashboard to enhance situational awareness and operational decision-making when responding to public safety concerns; and

WHEREAS, the Village duly authorized this Agreement pursuant to a resolution adopted by the Village Board, and the Monroe County Legislature authorized this Agreement pursuant to Resolution 106 of 2023.

NOW THEREFORE, in consideration of the terms and conditions herein, it is hereby agreed by and between the parties as follows:

### Section 1. Acknowledgements and Responsibilities of the Parties

#### A. County

- i. Through its contract with Tyler the County has provided RMS software for the Village's desktop applications and its mobile data terminals ("MDTs") at the County's expense.
- ii. Except in the event of misuse, during the term of this Agreement, through its contract with Tyler, the County shall provide and bear the cost of upgrades and maintenance to the RMS software installed on the Village's desktop applications and MDTs purchased by the County.
- iii. The County shall not be responsible for the on-going maintenance, repair, and replacement of the Village's computer hardware and desktops, and any MDTs not purchased by the County.

## B. Village

- i. During the term of this Agreement, through the County's contract with Tyler, the Village authorizes Tyler's installation of RMS software and future upgrades to such software on the Village's desktop applications, and MDTs purchased by the County.
- ii. During the term of this Agreement the Village authorizes the County and Tyler to install software on its desktop applications and MDTs to permit the use of the Tyler Dashboard, a web-based application that is intended to allow for the sharing of information, viewing critical processing information, and accessing daily work from a single launching point.
- iii. The Village acknowledges that the Tyler software installed on its desktop applications and MDTs is made available for its use pursuant to a license issued by Tyler to the County and confers to the Village no right of ownership to such software. The Village shall not alter or modify the software or permit anyone else to do so except as expressly authorized in writing by Tyler and the County.
- iv. In order to facilitate the use of the Tyler Dashboard, the Village authorizes the RMS Data to be stored at data centers selected by Tyler pursuant to the terms of its third party service agreements.
- v. At all times during the term of this Agreement the Village shall provide secure connections for operation of the RMS.
- vi. The County is providing the software "as-is" and disclaims all warranties of any kind, whether express or implied, including, without limitation, any warranties of merchantability, fitness for a particular purpose, accuracy, quality, reliability, and non-infringement of intellectual property or other violation of rights.
- vii. The Village shall be responsible for the on-going maintenance, repair and replacement of its computer hardware and any MDTs not purchased by the County.
- viii. In the event that the Village desires to acquire products and services intended to interface with the RMS, such products and services shall be purchased at the Village's expense and shall require the County's written consent prior to installation.

## Section 2. Term

This Agreement shall commence as of the date of its execution by the parties hereto and expire exactly ten years thereafter, and may be renewed in writing by the parties for two additional five year terms.

## Section 3. Termination

This Agreement may be terminated by either party upon 120 days' prior written notice sent by U.S. Mail to the other party at the address set forth in this Agreement. In the event that the County's

agreement with Tyler is terminated, the County may also terminate this Agreement upon 30 days' prior written notice to the Village.

#### Section 4. Liability and Indemnification

The Village hereby covenants and agrees to indemnify, defend and hold harmless the County and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, whether contingent or otherwise, including reasonable attorney's fees and costs of defense, incurred by the County as a result of the negligence, omission, breach, fault, or intentional misconduct of the Village under this Agreement.

The County hereby covenants and agrees to indemnify, defend and hold harmless the Village and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, whether contingent or otherwise, including reasonable attorneys' fees and costs of defense, incurred by the Village as a result of the negligence, omission, breach, fault, or intentional misconduct of the County under this Agreement.

#### Section 5. Notices

Any notice or demand by the Village to County shall be deemed to be duly given if sent by regular U.S. Mail, addressed to:

County Executive, County of Monroe  
County Office Building  
39 West Main Street  
Rochester, New York 14614

With a copy to:

Director, Monroe County Public Safety  
City Place Building  
50 West Main Street, 4<sup>th</sup> Floor  
Rochester, New York 14614

Any notice or demand by the County to the Village shall be deemed to be duly given if sent by regular U.S. Mail, addressed to:

Village Mayor  
Village of Brockport  
127 Main Street  
Brockport, New York 14420

Such addresses may be changed from time to time by either party serving notice as provided above.

Section 6. Relationship of Parties

Nothing contained in this Agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties.

Section 7. Prohibition Against Assignment

The parties are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of the other party.

Section 8. Extent of Agreement

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral.

Section 9. Law

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

Section 10. No Waiver

In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent either party from enforcing each and every term of this Agreement thereafter.

Section 11. Severability

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

VILLAGE OF BROCKPORT

By: \_\_\_\_\_  
Margaret B. Blackman  
Village Mayor

COUNTY OF MONROE

By: \_\_\_\_\_  
Adam J. Bello  
Monroe County Executive

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me the subscriber, personally came Margaret B. Blackman, to me known, who being by me duly sworn, did depose and say that she resides in the County of Monroe; that she is the Village Mayor for the Village described in and which executed the above instrument; and that she signed her name to the foregoing instrument by virtue of the authority vested in her by the laws of the State of New York.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me the subscriber, personally came Adam Bello, to me known, who being by me duly sworn, did depose and say that he is the Executive of the County of Monroe, the municipal corporation described in and which executed the above agreement; that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the County of Monroe.

\_\_\_\_\_  
Notary Public



## INTERMUNICIPAL AGREEMENT

This Agreement is made pursuant to General Municipal Law Section 119-o, as of the date last executed below, by and between the Village of Brockport, a municipal corporation having offices at 127 Main Street, Brockport, New York 14420 ("Village"), and the County of Monroe, a municipal corporation having offices at 39 West Main Street, Rochester, New York 14614 ("County"), collectively, the "Parties."

WHEREAS, the County previously entered into a contract with DataWorks Plus LLC, a limited liability company with offices at 728 North Pleasantburg Drive, Greenville, South Carolina 29607 ("DataWorks Plus") to supply software and services for the design, installation and implementation of a fingerprint and mugshot capture and data exchange system for law enforcement in Monroe County ("DWP System");

WHEREAS, the Parties anticipate that the DWP System will be installed at the Village during 2023 and desire to enter into this Agreement in order to formalize the relationship between the Parties with regard to the Village's use of the DWP System; and

WHEREAS, the Village duly authorized this Agreement pursuant to a resolution adopted by the Village Board and the Monroe County Legislature authorized this Agreement pursuant to Resolution 223 of 2023.

NOW THEREFORE, in consideration of the terms and conditions herein, it is hereby agreed by and between the parties as follows:

### Section 1. Acknowledgements and Responsibilities of the Parties

#### A. County

- i. Pursuant to its contract with DataWorks Plus, the County shall install the DWP System on the Village's workstations and mobile data terminals ("MDTs") at the County's expense.
- ii. Except in the event of misuse of equipment or software, at its discretion the County may provide or bear the cost of upgrades and maintenance to the DWP System once installed at the Village during the term of this Agreement.
- iii. Except in the event of misuse of equipment or software, at its discretion the County may undertake the on-going maintenance, repair, or replacement of the DWP System during the term of this Agreement.
- iv. The County has provided the DWP System to the Village "as-is" and disclaims all warranties of any kind, whether express or implied, including, without limitation, any warranties of merchantability, fitness for a particular purpose, accuracy, quality, reliability, and non-infringement of intellectual property or other violation of rights.

## B. Village

- i. The Village has authorized the installation of the DWP System for the Village's workstations and MDTs. All Village workstations shall comply with the applicable standards of the Criminal Justice Information Services Division of the Federal Bureau of Investigation.
- ii. During the term of this Agreement, the Village authorizes the use of the DWP System for its workstations and MDTs for the design, installation and implementation of a fingerprint and mugshot capture and data exchange system. The DWP System shall be used by the Village for authorized law enforcement purposes only.
- iii. The Village acknowledges that the DWP System is made available for the Village's use pursuant to a license issued by DataWorks Plus to the County and confers to the Village no right of ownership to such products. The Village shall not alter or modify the DWP System or permit anyone else to do so except as expressly authorized in writing by DataWorks Plus and the County.
- iv. In order to facilitate the use of the DWP System, the Village authorizes the data to be stored at County data centers.
- v. At all times during the term of this Agreement the Village shall provide secure connections for operation of DataWorks Plus.
- vi. The Village authorizes the County to perform at its discretion on-going maintenance, repair, upgrade, and replacement of the DWP System during the term of this Agreement.
- vii. The Village acknowledges that in response to antivirus/endpoint detection and response ("EDR") provided by the County, any adverse security events may result in disconnection from the County's resources until remediated. Issues related to the antivirus/EDR should be directed to County Information Services at 585-753-3333.
- viii. In the event that the Village desires to acquire products and services intended to interface with the DWP System, such products and services shall be purchased at the Village's expense and shall require the County's written consent prior to purchase.

## Section 2. Term

This Agreement shall commence as of the date of its execution by the Parties hereto and expire exactly five years thereafter, and may be renewed in writing by the parties for two additional five year terms.

## Section 3. Termination

This Agreement may be terminated by either party upon 120 days' prior written notice sent by U.S. Mail to the other party at the address set forth in this Agreement. In the event that the County's agreement with DataWorks Plus is terminated, the County may also terminate this Agreement upon 30 days' prior written notice to the Village.



**Section 4. Liability and Indemnification**

The Village hereby covenants and agrees to indemnify, defend and hold harmless the County and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, whether contingent or otherwise, including reasonable attorney's fees and costs of defense, incurred by the County as a result of the negligence, omission, breach, fault, or intentional misconduct of the Village under this Agreement.

The County hereby covenants and agrees to indemnify, defend and hold harmless the Village and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, whether contingent or otherwise, including reasonable attorneys' fees and costs of defense, incurred by the Village as a result of the negligence, omission, breach, fault, or intentional misconduct of the County under this Agreement.

**Section 5. Notices**

Any notice or demand by the Village to County shall be deemed to be duly given if sent by regular U.S. Mail, addressed to:

County Executive, County of Monroe  
County Office Building  
39 West Main Street  
Rochester, New York 14614

With a copy to:

Director, Monroe County Public Safety  
City Place Building  
50 West Main Street, 4<sup>th</sup> Floor  
Rochester, New York 14614

Any notice or demand by the County to Village shall be deemed to be duly given if sent by regular U.S. Mail, addressed to the Mayor at the address set forth in the first paragraph of this Agreement. Either party may change its address by serving notice to the other party as provided above.

**Section 6. Relationship of Parties**

Nothing contained in this Agreement shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the Parties.

**Section 7. Prohibition Against Assignment**

The Parties are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of the other party.

**Section 8. Extent of Agreement**

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral.

**Section 9. Law**

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

**Section 10. No Waiver**

In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent either party from enforcing each and every term of this Agreement thereafter.

**Section 11. Severability**

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date first written above.

**VILLAGE OF BROCKPORT**

By: \_\_\_\_\_  
Margaret B. Blackman  
Mayor

**COUNTY OF MONROE**

By: \_\_\_\_\_  
Adam J. Bello  
Monroe County Executive

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me the subscriber, personally came Margaret B. Blackman, to me known, who being by me duly sworn, did depose and say that she resides in the County of Monroe; that she is the Mayor for the Village described in and which executed the above instrument; and that she signed her name to the foregoing instrument by virtue of the authority vested in her by the laws of the State of New York.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me the subscriber, personally came Adam Bello, to me known, who being by me duly sworn, did depose and say that he is the County Executive of Monroe County, the municipal corporation described in and which executed the above agreement; that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of Monroe County.

\_\_\_\_\_  
Notary Public

