

Contract Number: C-67-22-U42

FIRST AMENDMENT made this day of , 20__ by

and between:

THE COUNTY OF WESTCHESTER, a municipal corporation organized and existing under the laws 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 (the “County”)

and

THE VILLAGE OF CROTON ON HUDSON, a municipal corporation organized and existing under the laws of the State of New York, having its offices at 1 Van Wyck Street, Croton-on-Hudson, New York 10520 (the “Municipality”).

WHEREAS, the County and the Municipality entered into an agreement, number C-67-21-U42 dated January 10, 2023, wherein the Municipality agreed to replace the retaining wall on Grand Street in the Croton of Hudson in accordance with the terms as contained in and as more particularly described in the Scope of Services, which is attached hereto and made a part hereof as Schedule “A” (hereinafter referred to as the “Work”) pursuant to the Westchester Urban County Community Development Block Grant Program ("Agreement"); and

WHEREAS, by Resolution dated November 9, 2023, the County was authorized to amend said Agreement to change the expiration date from November 14, 2023 to November 14, 2024.

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

1. The agreement is amended to change the contract to change the expiration date from November 14, 2023 to November 14, 2024. Accordingly, Schedule A, Program Narrative and Budget, of the Agreement is hereby deleted in its entirety.

and the Schedule A-1 attached hereto and made a part hereof is substituted in its place.

2. The Municipality shall furnish updated insurance certificates to cover any extension of the term of the Agreement.

3. The County may terminate this Agreement, in whole or in part, on ten (10) days written notice to the Municipality when the County deems such termination to be in the best interest of the County. Upon such termination, the County will pay the Municipality for expenses properly incurred prior to such termination.

In the event of a dispute as to the value of services rendered by the Municipality prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such services rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality as final.

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

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

NO FURTHER TEXT ON THIS PAGE

IN WITNESS WHEREOF, The County of Westchester and the Municipality have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Name: Blanca P. Lopez
Title: Commissioner of Planning

VILLAGE OF CROTON ON HUDSON

By: _____
Name: Bryan Healy
Title: Village Manager

Approved by the Board of Acquisition and Contract of the County of Westchester on the 9th day of November, 2023

Approved as to form and manner of execution:

Assistant County Attorney
County of Westchester

c:JPI/PLN/CBBG.Forms/Muni.Amend.9.1.10

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2023 before me, the undersigned, a Notary Public in and for said State, 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 within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual taking acknowledgment

CERTIFICATE OF AUTHORITY

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(the "Municipality")

a municipal corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the
New York Business Corporate 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

(Title of such person)

of the Municipality and that said agreement was duly signed for and on behalf of said Municipality
by authority of its Board of _____, 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 _____, 2023, before me personally came
_____, whose signature appears above, to me known,
and known to me to be the _____ of _____
(Title)

_____, the Municipality described in and which
executed the above certificate, who being by me duly sworn did depose and say that he/she, the said
_____ of said Municipality resides at _____
_____, and that he/she signed his/her name
hereto by order of the Board of _____ of said Municipality.

Notary Public

SCHEDULE "A-1"

SCOPE OF SERVICES BETWEEN THE COUNTY OF WESTCHESTER AND THE VILLAGE OF CROTON-ON-HUDSON TO REPLACE THE RETAINING WALL ON GRAND STREET IN THE VILLAGE OF CROTON-ON-HUDSON.

A. PURPOSE

The plans to replace the retaining wall as it has deteriorated, and is now unsafe and past its useful life. This Project will include, but not be limited to, the replacement of the retaining wall. The work is an important component of the existing roadway in this area (the "Project").

B. SCOPE OF SERVICES/BUDGET FOR PROJECT

Croton-on-Hudson	
<i>Item</i>	<i>Scheduled Value</i>
Replace Retaining Wall on Grand Street	\$120,000.00
Construction Cost Totals	\$120,000.00

CDBG CONTRIBUTION

\$59,076.00

The Municipality is responsible for all costs above the CDBG contribution of \$59,076.00.

C. TIME OF PERFORMANCE

The contract between the County of Westchester and the Village of Croton-on-Hudson will begin on November 15, 2022, and end on November 14, 2024.

D. PAYMENT

The County of Westchester will reimburse the Village for expenses incurred in connection with the Project in an amount not to exceed \$59,076.00.

The Catalog of Federal Domestic Assistance (CFDA) Number for the Community Development Block Grant (CDBG) Program is 14.218.

Any and all requests for payment to be made, including any partial payment made in proportion to the work completed, shall be submitted on properly executed payment vouchers of the County and paid only after approval by the Commissioner of Planning of the County of Westchester or her duly authorized designee (the "Commissioner"). All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize sequential numbering and be non-repeating. The Municipality, as a subrecipient must submit a "CDBG Subrecipient Report" with each voucher. The CDBG Subrecipient Report must include accomplishment data as per the scope of services.

It is understood that the Municipality will comply with the federal regulations for equal employment opportunity, labor, and Section 3 as specified in the Community Development Act. Failure to comply will result in the withholding of payment by the Westchester County Department of Planning.

It is also understood that the Department of Planning staff will visit the site during construction and will inspect the project for substantial completion.

It is also understood that the Municipality will comply with all requirements and provisions under the Americans with Disabilities Act as it may be amended from time to time, with regard to the work under this contract.

The Municipality fully understands and acknowledges its responsibility to comply with the Americans with Disabilities Act ("ADA"), the rules and regulations thereunder, and that nothing contained herein shall be construed to absolve the Municipality from these obligations.

It is further understood that all ADA work must be performed pursuant to the United States Department of Housing and Urban Development Rule 24, CFR Part 9.

The Municipality further acknowledges and agrees that if, in order to comply with the ADA, it should become necessary to perform certain work not covered in the terms of this Agreement, or if it should become necessary to modify or redo work already performed pursuant to the terms of this Agreement, then such work will be the sole responsibility of the Municipality to perform and the County will not be obligated, in any way, to further compensate the Municipality.

As of July 1, 1996, all recipients of grants in amounts of \$300,000.00 annually or more of direct federal financial assistance, including awards received indirectly from the state and which may contain a mix of federal and state funds, must provide the County of Westchester with an annual audit performed at the recipient's expense.

As a subrecipient, the Municipality, at its sole cost and expense, shall submit each year hereunder to the Commissioner no later than ninety days following the conclusion of each fiscal year of the subrecipient an audited statement of its operations in accordance with the terms of the contract. Submission of the audited statement shall not limit the County's right to inspect and audit the subrecipient records and books of account. Such statement shall comply with respective federal or state grant compliance requirements and governmental auditing standards applicable to the program and shall be prepared by a public accountant meeting the independence standards included in generally accepted government auditing standards. The subrecipient further agrees to furnish all reports and materials necessary to permit the County to fulfill its reporting requirements to state and federal authorities. The subrecipient shall include in its Agreement with an independent auditor selected to perform the audit required hereunder a provision providing the County, state and federal authorities with access to the auditor's work papers. Unless the County, state or federal authorities shall advise the subrecipient in writing to the contrary, the subrecipient and its independent auditor shall retain all financial records and work papers for a period of three years after the expiration or termination of this Agreement.

All publicity and press releases regarding the project will include details regarding the funds provided by the Westchester County Community Development Block Grant Program.

The County of Westchester requires that bid specifications for this project include the clause:

Pursuant to Section 308.01 of the Laws of Westchester County, the policy of the County is to encourage the meaningful and significant participation on County contracts for business enterprises owned by persons of color and women - Minority Business Enterprise (MBE) and Women Business Enterprise (WBE).

A business owned and controlled by women or persons of color is defined as a business enterprise including a sole proprietorship, partnership or corporation that is:

- a. At least 51% owned by one or more persons of color or women;
- b. An enterprise in which such ownership by persons of color or women is real, substantial and continuing;
- c. An enterprise authorized to do business in this state which is independently owned and operated.

In addition, any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 NYCRR subtitle N part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., automatically qualifies.

The Municipality must provide statistics to the Department of Planning on the participation of MBE/WBE. The records must indicate the type and amount of each prime contract, and indicate whether the business is owned by someone who is African-American, Hispanic, Asian-American, American Indian or Alaskan Native.

CP

11/13/2023