

THIS FIRST AMENDMENT (“First Amendment”), made this _____ day of _____, 2025, 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

VILLAGE OF CROTON-ON-HUDSON, a municipal corporation of the State of New York, having an office and place of business at 1 Van Wyck Street, Croton-On-Hudson, New York, 10520, acting by and through the Croton-On-Hudson Police Department (hereinafter referred to as the “Municipality”)

WHEREAS, on or about _____, the County, acting by and through its Department of Public Safety Services (the “Department”), entered into a grant agreement with the STOP-DWI Foundation, Inc., a not-for-profit corporation (the “Foundation”), pursuant to which the Foundation agreed to reimburse the County in an amount not-to exceed \$47,000.00, to be used to run the High Visibility Engagement Campaign (the “Reimbursement Agreement”);

and

WHEREAS, in furtherance of the Reimbursement Agreement, the County, acting by and through the Department, entered into an agreement dated November 22, 2024 (the “Agreement”), with the Municipality, pursuant to which the Municipality agreed to run special enforcement details to conduct high visibility road checks, saturation patrols and drug recognition expert call outs, for the period from October 1, 2024 through September 30, 2025, for an amount not-to-exceed \$20,000.00, payable at the actual authorized pay rates of the participating officers based upon the number of hours worked; and

WHEREAS, due to the number of local municipalities that wish to participate in the High Visibility Engagement Campaign, and the limited amount of funding available under the Reimbursement Agreement, it has become necessary to amend the Agreement to ensure that other municipalities have an opportunity to participate in the High Visibility Engagement Campaign.

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

Section 1. The Agreement between the County and the Municipality is hereby amended to insert, prior to Section “1”, the following recitals:

“**WHEREAS**, by resolution approved on November 7, 2024 (the “November 7th Resolution”), the Westchester County Board of Acquisition and Contract authorized the County to enter into a grant agreement with New York State STOP-DWI Foundation, Inc., pursuant to which New York State STOP-DWI Foundation, Inc. agreed to reimburse the County an amount not-to exceed \$47,000.00, to be used to run special enforcement details that will conduct high visibility road checks, saturation patrols, and drug recognition expert call outs, for the period from October 1, 2024 through September 30, 2025 (the “High Visibility Engagement Campaign”); and

WHEREAS, the November 7th Resolution further authorized the County to enter into agreements with one or more Westchester County municipal corporations, through their respective police departments, to run the High Visibility Engagement Campaign, for an aggregate amount for all agreements not to exceed \$47,000.00; and

WHEREAS, the County wishes to enter into this Agreement with the Municipality for it to participate in the High Visibility Engagement Campaign.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties do agree as follows:”.

Section 2. The Agreement is hereby amended to delete Section “2” of the Agreement in its entirety and substitute the following in its place:

“2. In consideration for the Work rendered, the County shall pay the Municipality at the actual authorized pay rates of participating officers based upon the number of hours worked, payable upon completion of the Work as provided in Schedule “A”, which is attached to and forms a part of this Agreement, and as set forth herein.

It is understood and agreed by the Municipality that the aggregate maximum amount payable, including costs and expenses, for this Agreement and for any other agreements entered into by the County with other municipal corporations participating in the High Visibility Engagement Campaign, shall not exceed FORTY-SEVEN THOUSAND AND 00/100 (\$47,000.00) DOLLARS (“HVEC Funds”).

Notwithstanding the foregoing, the Commissioner-Sheriff of Public Safety or his/her duly authorized designee (the “Commissioner”) may approve in writing an

amendment to the not to exceed HVEC Funds amount set forth herein, subject to the County receiving all necessary legal approvals.”

Section 3. Except as otherwise provided herein, all other terms and conditions of the Agreement shall remain in full force and effect upon the parties.

Section 4. This Amendment shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have agreed and caused this Amendment to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Terrance Raynor
Commissioner – Sheriff of Public Safety

VILLAGE OF CROTON-ON-HUDSON

By: _____
Name:
Title:

Approved:

Assistant County Attorney
The County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2025 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/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(MUNICIPAL CORPORATION)

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

certify that I am the _____ of
(Title)
the _____
(Name of Municipal Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the
foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Municipal Corporation)

was, at the time of execution

(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Municipal Corporation by authority of its governing board, 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 the _____ day of _____ in the year 2025 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 officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public
Date