ACT NO. ____- 2022

AN ACT authorizing the County of Westchester to amend the existing intermunicipal agreement with the Village of Mamaroneck in order to increase the County's contribution toward a flood mitigation project.

BE IT ENACTED by the County Board of Legislators of the County of Westchester as follows:

Section 1. The County of Westchester (the "County") is hereby authorized to amend the existing intermunicipal agreement (the "IMA") with the Village of Mamaroneck (the "Village") in order to reflect an additional County contribution of \$1,365,429.24 towards a Flood Mitigation project in the Village to reconstruct the Hillside Avenue Bridge (the "Project") as follows:

| Original | Original | Original | Original County |
|----------------|-----------------|---------------------|-----------------|
| Project Cost | Municipal Share | County Share | Admin Cost |
| \$2,000,000 | \$1,000,000 | \$1,000,000 | \$0 |
| Revised | Revised | Revised | Revised County |
| Project Cost | Municipal Share | County Share | Admin Costs |
| \$5,214,429.24 | \$2,849,000 | \$2,365,429.24 | \$134,570.76 |

§2. The County Executive or his authorized designee is empowered to execute any and all documents necessary and appropriate to effectuate the purposes hereof.

§3. This Act shall take effect immediately.

THIS AMENDMENT made this _____ day of ______, 2022 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 MAMARONECK, a municipal corporation of the State of New York, having an office and place of business at 123 Mamaroneck Avenue, Mamaroneck, New York, 10543

(hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, on or about January 6, 2021, the County and the Municipality entered into an agreement pursuant to which the County agreed to contribute up to \$1,000,000.00 toward a flood mitigation project in the Village of Mamaroneck to reconstruct the Hillside Avenue Bridge to be undertaken by the Municipality (the "Project"), the total cost of which was estimated to be \$2,000,000.00, with the balance of funding to be contributed by the Municipality (the "Agreement"); and

WHEREAS, as a result of cost increases due to materials and supply chain issues that have resulted in delays, additional funds are now required to complete the Project; and

WHEREAS, total project costs have increased from \$2,000,000.00 to an estimated \$5,214,429.24, an increase of over \$3,000,000.00; and

WHEREAS, the Municipality has received a grant from New York State in the amount of \$2,849,000 for the Project; and

WHEREAS, the Municipality has requested additional County funding up to a total maximum of \$2,365,429.24, representing no more than one-half of the cost of the total increase of the Project; and

WHEREAS, the parties now desire to amend the Agreement in order to increase the amount of the County's contribution toward the Project by an additional \$1,365,429.24, from an amount not-to-exceed \$1,000,000.00, to an amount not-to-exceed \$2,365,429.24.

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

1. The parties desire to amend the Agreement in order to reflect the County's additional contribution of \$1,365,429.24 toward the Project, from an amount not-to-exceed \$1,000,000.00 to an amount not-to-exceed \$2,365,429.24. Accordingly, the second full paragraph of Section 2.0 of ARTICLE II of the Agreement is hereby deleted in its entirety and the following is substituted in its place:

"The County agrees to finance the design, specification, construction documents and construction for the Project on a reimbursement basis. It is recognized and understood by the Municipality that at the time of execution of this Agreement, the County has obtained appropriations and bonding authority to fund up to \$2,365,429.24 for the construction of the Project. The County share of the construction of the Project shall not exceed that amount. Project construction costs up to \$5,214,429.24 shall be paid up to fifty (50) percent by the County (up to \$2,365,429.24) and fifty (50) percent by the Municipality; provided, however, should the total Project construction costs be less than \$5,214,429.24, the County shall only be responsible for fifty (50) percent of the lesser amount. The Municipality shall be responsible for all costs in relation to the Project that exceed the County's contribution set forth herein, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder in connection with this Project except as herein expressly set forth."

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

3. 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: _____ Norma Drummond Commissioner of Planning

THE VILLAGE OF MAMARONECK

Ву: ____

Name: Title:

Approved by the Board of Legislators of the County of Westchester by Act No. _____-2022.

Approved by the Village Board of the Municipality on the _____ day of _____, 2022

Approved as to form and manner of execution:

Sr. Assistant County Attorney County of Westchester K/G/2022 Bonding Spreadsheet/BPL26 Hillside Avenue/Bridge/IMA Amendment (VOM) 10-27-22

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the _____day of _______ in the year 2022 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

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| Ι, | | , |
|---|-------------------|---|
| (Officer other than offic | cer signing con | tract) |
| certify that I am the | of the | , a municipal |
| certify that I am the(Title) | (th | , a municipal ne "Municipality") |
| corporation duly organized and in good st | tanding under th | he |
| corporation daty organized and in good st | unang under u | (Law under which organized, e.g., the |
| | | New York Business Corporate Law) |
| named in the foregoing agreement; that | (P | Person executing agreement) |
| who signed said agreement on behalf of t | the Municipality | ty was, at the time of execution the |
| | of the | Municipality and that said agreement was |
| (Title of such person) | | |
| duly signed for and on behalf of said Mur | nicipality by aut | thority of its Board of |
| thereunto duly authorized and that such a | | |
| | 1 | |
| 1.201 | | (Signature) |
| | | |
| STATE OF NEW YORK) | | |
| COUNTY OF WESTCHESTER) | | |
| On this day of | , 2022, b | before me personally came |
| The second second | , wh | nose signature appears above, to me known, |
| and known to me to be the | itle) | of |
| | | , the Municipality described in and which |
| executed the above certificate, who being | | yorn did depose and say that he/she, the said |
| | of said Muni | icipality resides at |
| hands has a file D = 1 - f | | , and that he/she signed his/her name |
| hereto by order of the Board of | C | of said Municipality. |
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