

AMENDMENT TO AGREEMENT FOR CONTRACTOR SERVICES

This Amendment effective as of July 1, 2020 (“Amendment #1” and “Effective Date”) modifies an Agreement for WIOA Youth (“Agreement”) entered into as of July 1, 2019, by and between the County of Orange, by and through its Department of Employment and Training Administration, a municipal corporation and a County of the State of New York, with principal offices at 255-275 Main Street, Goshen, New York 10924 (“County”), and Orange County Community College, a community college, with principal offices at 115 South Street, Middletown, NY 10940 (“Contractor”).

WHEREAS, the County, through its Department of Employment and Training Administration (“ETA”), entered into the Agreement pursuant to which Contractor agreed to perform the services identified in the Project Narrative published during the term of the Agreement (“Services”);

WHEREAS, the Parties agreed that the term of the Agreement was for Twelve (12) months, commencing on July 1, 2019 and ending on June 30, 2020 (“Initial Term”);

WHEREAS, the Agreement provided for the not-to-exceed amount of \$190,632.20 to compensate Vendor for the Services rendered pursuant to the Agreement;

WHEREAS, the County, by Amendment #1 effective as of March 10, 2020, desires to modify the Agreement to increase funding from \$190,632.20 to \$381,632.20 to cover the actual cost of the Services provided;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The not-to-exceed amount in the specifications of the Agreement shall be increased from \$190,632.20 to \$381,632.20.
2. Schedule A & B to the Agreement are hereby superseded and replaced with the annexed Schedules A-1 and B-1, the same are incorporated into and made part of the Agreement.
3. **Sexual Harassment Certification by Vendor**. Pursuant to the New York State Finance Law §139-1, by execution of this Amendment #4, Vendor and the individual signing this Amendment #4 on behalf of the Vendor certifies, under penalty of perjury, that Vendor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>. The County’s policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County’s website at: <https://www.orangecountygov.com/1137/Human-Resources>.
4. Except as modified by this Amendment #1, the Agreement remains unchanged and in full force and effect. The terms used in this Amendment #1, unless otherwise defined

herein, shall have the meanings as set forth in the Agreement. If there shall be any conflict or inconsistency between the terms and conditions of this Amendment #1 and the Agreement, the terms and conditions of this Amendment #1 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment #1 to be executed by their duly authorized officers as of the date last written below, to be effective as of the Effective Date.

County of Orange

By: _____
Name: Stefan ("Steven") M. Neuhaus
Title: County Executive
Date: _____

Orange County Community College

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULES A-1 AND B-1

(Effective July 1, 2020 – June 30, 2021)

During the term of the Agreement, Contractor will provide WIOA Youth Services offered in the Project Narrative issued during the term of the contract, each of which hereby incorporated by reference into the Agreement.

A not-to-exceed cost of Three Hundred Eighty One Thousand and Six Hundred Thirty Two Dollars and Twenty Cents (\$381,632.20) has been established for the supply of WIOA Youth Services under the Agreement, unless such amount is changed by a written modification to the contract, executed by both parties.