

INTERMUNICIPAL AGREEMENT NO. 11-915

THIS FIRST AMENDMENT AGREEMENT entered into this ____ day of _____, 20__ 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 (the "County")

and

THE VILLAGE OF HASTINGS-ON-HUDSON, a municipal corporation of the State of New York, having an office and place of business at 7 Maple Avenue, Hastings-on-Hudson, New York 10706 (the "Cooperating Municipality")

W I T N E S S E T H:

WHEREAS, the County extended for an additional three months, its License Agreement with a private franchisee to construct, operate and maintain bus passenger shelters at various locations within the County as well as provide advertising on bus shelters; and

WHEREAS, the Cooperating Municipality and the County entered into an Intermunicipal Agreement whereby the County provides bus passenger shelters within the Cooperating Municipality pursuant to said License Agreement for the comfort and benefit of its citizens and the Municipality desires to extend the Intermunicipal agreement an additional three months through June 30, 2016.

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

FIRST: The Intermunicipal Agreement between the County and the Cooperating Municipality dated August 11, 2011, for the provision of bus passenger shelters pursuant to a License Agreement and First Amendment Agreement dated March 31, 2016 between the County and Clear Channel Outdoor, Inc., at locations within the Cooperating Municipality for the term April 1, 2011 through March 31, 2016 (the "Intermunicipal Agreement") , is hereby amended to

extend the term an additional three months. The first sentence of Paragraph "SECOND" of the Intermunicipal Agreement therefore, is hereby deleted in its entirety and replaced with the following:

"SECOND: The term of this Agreement shall be for the term commencing on April 1, 2011 and expiring on June 30, 2016, which term coincides with the expiration of the License Agreement and First Amendment Agreement with Clear Channel Outdoor, Inc."

SECOND: For the extended term of this First Amendment Agreement, the Cooperating Municipality shall receive its pro-rated share of revenue from the County at the rates detailed in the Intermunicipal Agreement by September 30, 2016.

THIRD: All other terms and conditions of the Intermunicipal Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

THE COUNTY OF WESTCHESTER

By: _____
Vincent F. Kopicki, P.E.
Commissioner of Public Works and Transportation

COOPERATING MUNICIPALITY

By: _____
(Name & Title)

Authorized by the Board of Legislators of the County of Westchester pursuant to Act
No. 241-2016 adopted on the 18th day of July, 2016.

Authorized by the Board of Acquisition and Contract of the County of Westchester on the ____
day of _____, 20__.

Authorized by the governing board of the Cooperating Municipality on the ____ day of
_____, 20__.

Approved as to form
and manner of execution:

Assistant County Attorney
County of Westchester
S/I/DTR/Bus Shelter IMA First Amendment

MUNICIPALITY'S ACKNOWLEDGMENT

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

On this _____ day of _____, 20____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____ and that he/she is the _____ of _____, the municipal corporation described in and which executed the above instrument; that he/she knows the seal of said municipal corporation; that the seal affixed to said instrument is such municipal corporate seal that it was so affixed by Act of the governing body of said municipal corporation; and that he/she signed his/her name thereto by like Act.

Notary Public

County

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____
(Officer other than Officer signing agreement)

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

(the "Municipality"), a corporation duly organized and in good standing under the

(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal 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

_____ of the Municipality, that said agreement
(Title of Person Executing Agreement)

was duly signed for on behalf of said Municipality by authority of its

_____ thereunto duly
(Town Board, Village Board, Town Council)

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 _____, 20__, before me, the undersigned, 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 above certificate and
acknowledged to me that he/she executed the above certificate in his/her capacity as
_____ of _____,
(Title) (Municipality)
the municipal corporation described in and which executed the within instrument.

Notary Public

County

INTERMUNICIPAL AGREEMENT NO. DOTOP12-16

THIS AGREEMENT entered into this ____ day of _____, 20__ 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 (the "County")

and

THE VILLAGE OF HASTINGS-ON-HUDSON, a municipal corporation of the State of New York, having an office and place of business at 7 Maple Avenue, Hastings-on-Hudson, New York 10706 (the "Cooperating Municipality")

W I T N E S S E T H:

WHEREAS, the County has entered into a License Agreement with a private franchisee to construct, operate and maintain bus passenger shelters at various locations within the County as well as provide advertising on bus shelters; and

WHEREAS, the Cooperating Municipality is desirous of having the County provide bus passenger shelters within the Cooperating Municipality pursuant to said License Agreement for the comfort and benefit of its citizens.

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

FIRST: The County is hereby authorized to provide and maintain shelters pursuant to a License Agreement between the County and Signal Outdoor Advertising, LLC, or its successors at locations within the Cooperating Municipality, all as shown on Attachment "A" attached hereto and made a part hereof. The Cooperating Municipality warrants and guarantees to the County and its Licensee that all sites shown on Attachment "A" have been reviewed by the Cooperating Municipality and that each and every site conforms with traffic and safety standards, with all local, state and federal laws, rules and regulations, and that it is either wholly contained on a public right-of-way or the appropriate easement has been requested and granted, and a private property release is on file with the Westchester County Department of Public

Works and Transportation. The Cooperating Municipality further certifies and guarantees that the sites designated on Attachment "A" are legally designated bus stop locations or that the sites will be so designated prior to installation of new bus passenger shelters. If such designation is the responsibility of a governmental agency other than the Cooperating Municipality, the Cooperating Municipality will use its best efforts to obtain such designation.

Attachment "A" shall consist of:

1. A list of all bus shelters built under the County Bus Shelter Program located in the Cooperating Municipality.
2. A list of all necessary permits and the name of the municipal official who should be contacted. As the bus shelters are going to be provided as a municipal service, all permit fees shall be waived.

The Cooperating Municipality shall have the opportunity to request additional bus passenger shelters other than those in Attachment A. Requests shall be made to the Westchester County Department of Public Works and Transportation. The County will provide shelters to cooperating municipalities, as they are available based upon the terms of License Agreement. They will be installed according to site suitability and passenger usage.

SECOND: The term of this Agreement shall be for five (5) years commencing on July 1, 2016 and expiring on June 30, 2021, which term coincides with the expiration of the License Agreement with Signal Outdoor Advertising, LLC. A copy of the License Agreement is on file with the Westchester County Department of Public Works and Transportation ("WCDPWT") and may be examined by an authorized representative of the Cooperating Municipality upon reasonable notice to the County. This Agreement shall encompass presently existing bus passenger shelters and those constructed pursuant to the License Agreement.

THIRD: The design and installation of any bus passenger, shelters to be erected within the Cooperating Municipality shall be similar to, but may vary in details from the design drawings entitled "Westchester County Bus Shelter Detail" and dated August 5, 2010, copies of which are on file with the Cooperating Municipality and the County (hereinafter the "Design Drawings"). In no event, however, shall the size and illumination of the advertising signs vary

from those shown in the Design Drawings without prior approval of the Cooperating Municipality.

FOURTH: After the County has deducted \$100,000 annually, for administrative expenses, the remaining revenue received by the County from the Licensee shall be divided between the County and the Cooperating Municipalities on a 50/50 ratio. The share of the revenue due the Cooperating Municipality will be determined by the ratio of that number of shelters operated by the Licensee and producing revenue in the Cooperating Municipality to the total County-wide number of shelters operated under the License Agreement during one annual payment period. Payment will be made by the County to the Cooperating Municipality on August 1st of each year of this Agreement, beginning on August 1, 2017.

FIFTH: The Licensee of the County shall be required to hold harmless and defend the Cooperating Municipality and its employees, officers and agents from all claims, suits and actions arising from the construction and maintenance of the shelters.

SIXTH: All advertising to be displayed on the bus passenger shelters will be submitted to the County Commissioner of Department of Public Works and Transportation for approval. The Cooperating Municipality agrees that this approval shall be sufficient approval for the display of such advertising within the Cooperating Municipality. The County agrees that no political or religious advertising shall be allowed. The County further agrees that no advertising for tobacco products will be allowed, nor shall the County accept any advertising which does not meet reasonable standards of good taste.

SEVENTH: The Licensee of the County shall be required to maintain all shelters in good condition. They shall clean each shelter on a regular basis, and shall be required to repair any damaged shelter.

EIGHTH: The Cooperating Municipality shall not enter into bus shelter advertising programs on its own. The Cooperating Municipality shall waive all municipal fees for the bus shelters.

NINTH: If during the term of this Agreement any bus passenger shelter is required to be removed or relocated for any reason at the request of the Cooperating Municipality, said removal or relocation shall be done only by the County's Licensee, at the sole cost and expense of the Cooperating Municipality.

TENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

ELEVENTH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

TWELFTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

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THIRTEENTH: In the event of any conflict between the terms of this Agreement and those of its attachments, the terms of the Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

THE COUNTY OF WESTCHESTER

By: _____
Vincent F. Kopicki, P.E.
Commissioner of Public Works and Transportation

COOPERATING MUNICIPALITY

By: _____
(Name & Title)

Authorized by the Board of Legislators of the County of Westchester pursuant to Act No. 142-2016 adopted on the 18th day of July, 2016.

Authorized by the Board of Acquisition and Contract of the County of Westchester on the 6th day of October, 2016.

Authorized by the governing board of the Cooperating Municipality on the ____ day of _____, 20__.

Approved as to form
and manner of execution:

Assistant County Attorney
County of Westchester
S/I/DTR/Bus Shelter IMA2016

MUNICIPALITY'S ACKNOWLEDGMENT

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

On this _____ day of _____, 20____, before me personally came
_____, to me known, who being by me duly sworn, did
depose and say that he/she resides at _____
and that he/she is the _____
of _____, the municipal corporation described in and which
executed the above instrument; that he/she knows the seal of said municipal corporation; that
the seal affixed to said instrument is such municipal corporate seal that it was so affixed by Act
of the governing body of said municipal corporation; and that he/she signed his/her name thereto
by like Act.

Notary Public

County

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____
(Officer other than Officer signing agreement)

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

(the "Municipality"), a corporation duly organized and in good standing under the

(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal 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

_____ of the Municipality, that said agreement
(Title of Person Executing Agreement)

was duly signed for on behalf of said Municipality by authority of its

_____ thereunto duly
(Town Board, Village Board, Town Council)

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 _____, 20__, before me, the undersigned, 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 above certificate and acknowledged to me that he/she executed the above certificate in his/her capacity as

_____ of _____,
(Title) (Municipality)

the municipal corporation described in and which executed the within instrument.

Notary Public

County

ATTACHMENT A

<u>COMMUNITY</u>	<u>#</u>	<u>Installation date</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>
Hastings	HS02	Pre-4/1/2011	Saw Mill River Rd & Ravensdale Rd	Southbound
Hastings	HS03	Pre-4/1/2011	S Broadway & Tompkins Ave	Southbound
Hastings	HS04	Pre-4/1/2011	425 Saw Mill River Rd & Lawrence St	Southbound

List of all permits required:

Name of Contact and title for permit application:
