

EXTENSION AND AMENDMENT AGREEMENT

This Extension and Amendment Agreement ("Amendment #1"), effective as of July 1, 2017 ("Effective Date") and as set forth herein, renews and extends that certain Agreement to Provide Workforce Innovation and Opportunity Act Employment and Training Services dated July 1, 2016 ("Agreement") by and between the **County of Orange**, a municipal corporation, with offices at 255 Main Street, Goshen, New York 10924 ("County"), with the concurrence of the **Orange County Workforce Development Board** ("OCWDB"), and **Orange County Community College (SUNY Orange)**, a post-secondary institution duly organized under the laws of the State of New York, with its principal place of business located at 115 South Street, Middletown, New York 10940 ("Contractor"). County and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, County, through its Employment and Training Administration, and in partnership with OCWDB, issued a request for proposals on April 11, 2016 seeking proposals for the provision of year-round education, employment, training and other workforce preparation services to eligible youth in accordance with Title I of the Workforce Innovation and Opportunity Act ("WIOA") and all applicable regulations promulgated thereunder for Program Year 2016 ("RFP-WDB01-16");

WHEREAS, Contractor submitted a proposal dated April 27, 2016 in response to RFP-WDB01-16 ("Contractor's Proposal");

WHEREAS, County reviewed Contractor's Proposal and selected Contractor to provide those certain WIA Title I youth services to eligible youth residing within County for Program Year 2016;

WHEREAS, the Parties entered into the Agreement pursuant to which Contractor agreed to perform the services identified in RFP-WDB01-16 and Contractor's Proposal ("Initial Services");

WHEREAS, Section 15 of the Agreement provided for a term of one (1) year, commencing on July 1, 2016 and concluding on June 30, 2017 ("Initial Term"), and further provided for the renewal and extension thereof, for up to two (2) additional terms of one (1) year each, at County's sole option; and

WHEREAS, County, in concurrence with OCWDB, has elected to exercise its option to renew and extend the Agreement for an additional term of one (1) year and have the Contractor provide services for Program Year 2017 (which commences on July 1, 2017 and concludes on June 30, 2018), upon the terms and conditions as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby acknowledge and agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated into this

Amendment #1 as if set forth at length herein.

2. The Agreement is hereby renewed and extended for an additional term of one (1) year, commencing on July 1, 2017 and concluding on June 30, 2018 (“Renewal Term #1”).

3. The not-to-exceed cost for Renewal Term #1, to be paid by County to Contractor for the Services in accordance with the Contractor’s approved budget for Program Year 2017, as set forth on the annexed Exhibit A, which is incorporated into and made part of this Amendment #1, and the other provisions of the Agreement as extended and amended by this Amendment #1 is \$150,000.00.

4. All WIOA funding is subject to the Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards issued by the Federal Office and Management and Budget, located at 2 CFR Part 200 (www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl), as adopted by the United States Department of Labor with exceptions located at 2 CFR Part 2900 (www.ecfr.gov/cgi-bin/history/ECFR?gp=1&SID=db3aeb0ac0304c5e03130601da017dea&h=L&mc=true&ret=true), the terms of which are made part and incorporated into this Amendment #1 by reference.

5. Contractor agrees to fully comply with all applicable provisions of WIOA and all applicable federal and state regulations and guidance pertaining to WIOA youth programs, as may be amended from time to time during Renewal Term #1, the terms and conditions of which are made part of and incorporated into this Amendment #1 by reference.

6. 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 set forth below to be effective as of the Effective Date.

County of Orange

**Orange County Community College
(SUNY Orange)**

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

By: _____
Name: Linda Dauer
Title: Vice President, Administration &
Finance