

## **SECOND AMENDMENT TO MUNICIPAL COOPERATION AGREEMENT**

This SECOND AMENDMENT TO THE MUNICIPAL COOPERATION AGREEMENT (this "Second Amendment"), dated as of \_\_\_\_\_, 2020 (the "Effective Date"), by and among the CITY OF GLEN COVE (the "City"), the GLEN COVE COMMUNITY DEVELOPMENT AGENCY (the "CDA") and the GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY (the "IDA," collectively with CDA, the "Agencies").

### **WITNESSETH**

**WHEREAS**, the City is a municipal corporation charged with all of the purposes and powers imposed and conferred by the Glen Cove City Charter and the New York General City Law, including, without limitation, providing for the safety, health, morals and welfare of its residents; and

**WHEREAS**, the CDA is authorized and empowered by the provisions of the New York General Municipal Law (the "GML"), to correct substandard, unsanitary, blighted, deteriorated or deteriorating conditions, factors and characteristics in certain areas of the City of Glen Cove, in order to protect and promote the safety, health, morals and welfare of the people of the State of New York, by the clearance, re-planning, reconstruction, redevelopment, rehabilitation, restoration or conservation of such areas, the undertaking of public and private improvement programs related thereto and the encouragement of participation in such programs by private enterprise, and to provide for the improvement of property within an urban renewal area in furtherance of the CDA's corporate purposes; and

**WHEREAS**, the IDA is authorized and empowered by the provisions of the GML to acquire, construct, reconstruct, lease, improve, maintain, equip and furnish land, any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, to the end that the IDA may be able to promote, develop, encourage, assist and advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, and to improve their prosperity and standard of living; and

**WHEREAS**, the City, CDA and IDA (collectively, the "Parties") have traditionally partnered and cooperated in the City's overall efforts for revitalization and economic development, including, without limitation: the waterfront revitalization project (Garvies Point Urban Renewal Area); the downtown revitalization project (Downtown Urban Renewal Area); the Brownfields revitalization program; various property acquisitions and dispositions; special economic development projects; housing and commercial rehabilitation projects; and the writing, implementation and management of competitive grants in furtherance of these projects (collectively, including such past, present and future projects, "Revitalization Projects"); and

**WHEREAS**, the CDA performs a number of valuable services for the City and its inhabitants, including, but not limited to: (i) writing grant applications and administering and managing grants on behalf of the City, including, without limitation, reporting, vouchering, management of deliverables and management of consultant contracts, procurement of goods and services, and grant close-outs; (ii) managing the City's participation in the Community Development Block Grant Program, including, without limitation, preparation of the annual application, management of municipal and business

improvement programs, management of public service agent programs and reporting requirements, and monthly vouchering for program expenses; (iii) furthering affordable and workforce housing projects, including, without limitation, the preparation of fair housing updates to the County; (iv) management and administration of the City's Section 8 Housing Choice Voucher Program; (v) holding title to and managing the ownership of properties in the City for municipal use, including the Senior Center; (vi) participation in City audits and project-specific audits for grant-funded projects; and (vii) participation in the development of the City Commuter Ferry Services; and

**WHEREAS**, the IDA performs a number of valuable services for the City and its inhabitants, including, but not limited to: (i) oversight of the Garvies Point Redevelopment Project, the Village Square Project and other economic development projects in the City; (ii) management of bond proceeds for the Herb Hill/Garvies Point Redevelopment Project and the Waterfront Public Amenities, including, but not limited to, review of requisitions and processing of disbursements of bond proceeds and City payments for Revitalization Projects and public amenities; (iii) review and preparation of tax assessment categorizations and calculations with the City Tax Assessor and third-party consultants and the issuance of PILOT bills; (iv) management of bond funding and required project management and reporting for The Regency and Tiegerman School projects; and (v) coordination of the City's overall economic development plans and analysis of potential new Revitalization Projects; and

**WHEREAS**, these partnerships and cooperation arrangements have historically included the general sharing of resources, management of funds and implementation of various mechanisms for cost sharing, and they have also included specific arrangements such as the annual delegation by the City to the CDA of the management of the waterfront revitalization project, inter-agency agreements regarding loans and grant funding, and various other project-specific inter-agency agreements among the City, IDA and CDA relating to the Revitalization Projects; and

**WHEREAS**, the Parties have determined (via formal resolutions of each respective Party) that the purposes of the Parties have been and will be furthered by the continued partnering, cooperation and integration of their respective efforts in connection with the Revitalization Projects; and

**WHEREAS**, the City, CDA and IDA are parties to that certain Municipal Cooperation Agreement dated as of August 25, 2004, as amended by letter agreement dated August 22, 2008, and by an Amendment to Municipal Cooperation Agreement dated as of February 28, 2012 (as amended, the "Cooperation Agreement"); and

**WHEREAS**, pursuant to the Cooperation Agreement, the City has agreed to permit the Agencies to occupy a portion of its office building commonly known as City Hall, 9-13 Glen Street, Glen Cove (the "Demised Premises"); and

**WHEREAS**, the Agencies had agreed to pay rent for the Demised Premises; and

**WHEREAS**, in light of the important services provided to the City and its inhabitants by the Agencies, the City and the Agencies wish to amend the Cooperation Agreement, as more particularly set forth below, to eliminate the obligation of the Agencies to pay rent to the City effective, retroactively, to November 22, 2016;

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

1. Rent. Effective as of November 22, 2016, the Agencies shall not be obligated to pay rent (including utilities, office supplies and similar expenses) to the City.

2. Agency Services. The forgoing “Whereas” clauses are specifically and explicitly incorporated herein. As consideration for Paragraph 1 to this Agreement, the Agencies agree to perform all services delineated in the “Whereas” clauses so long as they are necessary to the City and practicable for the Agencies to perform. The City shall reasonably determine when the services delineated in the Whereas clauses are necessary, and the Agencies shall reasonably determine whether performing the services is practicable. In the event there is any disagreement between the parties in the implementation of this section, the parties agree to meet in order to informally resolve any outstanding issue(s).

3. Miscellaneous.

(a) In the event of any conflict between the terms of this Second Amendment and the terms of the Cooperation Agreement, the terms of this Second Amendment shall supersede, govern and control.

(b) This Second Amendment shall bind and inure to the benefit of and may be enforced by the parties hereto and their respective heirs, legal representatives, successors and assigns.

(c) Any capitalized term or phrase used in this Second Amendment shall have the same meaning as the meaning ascribed to such term or phrase in the Cooperation Agreement unless expressly otherwise defined in this Amendment.

(d) Except as expressly modified hereby, all other terms, conditions, provisions, rights and obligations of the Cooperation Agreement shall continue in full force and effect and are hereby ratified and confirmed.

(e) This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement.

(f) This Second Amendment may be executed in original counterparts or by facsimile and any facsimile shall have the same effect as if such facsimile was an original counterpart.

(g) The parties shall cooperate to make any reasonable amendments to this Second Amendment that are consistent with the findings and/or recommendations made pursuant to any bona fide internal or external audit of any of the parties.

(h) Upon consent of the parties, the terms and conditions of this Second Amendment may be further renegotiated from time to time, as the parties deem necessary and/or if underlying circumstances or the understanding between the parties change.

[intentionally left blank]

**IN WITNESS WHEREOF** and intending to be legally bound hereby, the parties hereto have caused this Second Amendment to be executed as of the Effective Date.

**CITY OF GLEN COVE**

By: \_\_\_\_\_  
Name: Timothy J. Tenke  
Title: Mayor, City of Glen Cove

**GLEN COVE COMMUNITY DEVELOPMENT  
AGENCY**

By: \_\_\_\_\_  
Name: Timothy J. Tenke  
Title: Chair, Glen Cove CDA

**GLEN COVE INDUSTRIAL DEVELOPMENT  
AGENCY**

By: \_\_\_\_\_  
Name: Timothy J. Tenke  
Title: Chair, Glen Cove IDA