#### SECOND AMENDMENT AND RENEWAL OF THE INTERAGENCY AGREEMENT

-between-

### THE CITY OF NEW YORK DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

-and-

#### THE CITY UNIVERSITY OF NEW YORK

-on behalf of-

#### THE JOHN F. KENNEDY JR. INSTITUTE FOR WORKER EDUCATION

THIS SECOND AMENDMENT AND RENEWAL AGREEMENT (the "Renewal" or "Renewal Agreement"), effective as of July 1, 2022, renews the Interagency Agreement, dated July 1, 2019 (the "Agreement"), between the City of New York (the "City"), acting through its Department of Youth and Community Development ("DYCD" or the "Agency") and The City University of New York ("CUNY"), acting on behalf of The John F. Kennedy Jr. Institute for Worker Education ("IWE") (each a "Party" and collectively the "Parties").

WHEREAS, in September 2006, the Mayor's Fund to Advance New York City (the "Mayor's Fund"), in conjunction with DYCD and CUNY, created a youth studies certification program ("DYCD Scholars Program") to enhance the knowledge and skills of youth work professionals employed at agencies that provide afterschool and other youth development programs under contract with DYCD, using private funds provided through the Mayor's Fund; and

WHEREAS, in 2019, DYCD and CUNY entered into the Agreement to continue the DYCD Scholars Program for the period from July 1, 2019, through June 30, 2022; and

WHEREAS, under the Agreement, CUNY, through IWE, administers the DYCD Scholars Program, and provides facilities, resources, and services to support the DYCD Scholars Program (collectively, the "Services"); and

WHEREAS, pursuant to Article 1 of the Agreement, the Parties wish to renew the Agreement to continue the DYCD Scholar's Program for youth work professionals who are matriculated at CUNY, within thirty (30) credits of graduation, and employed by agencies that provide afterschool and other youth development programs under contract with DYCD; and

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, DYCD and CUNY agree as follows:

- 1. All terms capitalized and not defined herein shall have the meanings ascribed thereto in the Agreement.
- 2. Article 1, Term, of the Agreement is hereby amended by adding the following language at the end thereof:
  - "The renewal of this Agreement shall be for a period of three (3) years from July 1, 2022 through June 30, 2025 (the "Renewal Term"). Unless otherwise specified, all references to the Term of this Agreement shall include the Renewal Term.
- 3. Article 3, Compensation & Payment Schedule, paragraph A, of the Agreement is hereby amended by adding the following to the end of the last sentence in the paragraph:
  - "DYCD shall compensate RFCUNY, on behalf of CUNY, subject to and in accordance with the procedures and restrictions set forth in this Agreement, an amount not to exceed fifty thousand dollars (\$50,000) in each year of the Renewal Term, in the aggregate not to exceed one-hundred-fifty thousand dollars (\$150,000) for all Services to be performed by CUNY during the Renewal Term, as reported to, verified, and approved by DYCD."
- 4. Article 3, Compensation & Payment Schedule, paragraph B, of the Agreement is hereby amended to read as follows:
  - "All payments shall be made in accordance with the payment schedule set forth below and the budget attached hereto and made a part hereof as Appendix A and Appendix A-1. DYCD shall provide funds via the Intra-City budget modification process DYCD shall complete the necessary internal exchange transaction intra-city ("IETC") and budget transactions within thirty (30) days of the receipt of each invoice, and no later than August 7th for invoices issued during the previous fiscal year."
- 5. Except as stated herein, all the terms and conditions in the Agreement remain in full force and effect and are specifically incorporated by reference herein.

#### [THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Renewal Agreement on the dates appearing below their respective signatures.

# THE CITY OF NEW YORK DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

By: Caroline S. Press

Name: Caroline Press Title: General Counsel

Date: 08/10/2022

THE CITY UNIVERSITY OF NEW YORK on behalf of The School of Professional Studies John F. Kennedy, Jr. Institute for Worker

Education

APPROVED AS TO FORM

Alexa Fritsche

The City University of New York Office of the General Counsel

Date: 8/3/2022

By:

Name. Derek Davis

Title: General Counsel and Sr. Vice Chancellor

for Legal Affairs

Date

## APPENDIX A-1 DYCD SCHOLARS PROGRAM –RENEWAL TERM ANNUAL BUDGET

Personnel	
Project Coordinator	\$13,466
FIT, 11%	
Responsible for recruiting students and administering project	
Total CUNY Salaries	\$13,466
Fringe at standard CUNY tax levy rates	\$ 6,867
Tringe at standard CONT tax levy rates	
Total CUNY Personnel	\$20,333
OTPS Stipends	
(20 DYCD Scholars at \$625/semester x 2 semesters	\$25,000
Meetings	\$ 750
Total CUNY OTPS	\$25,750
Subtotal-Direct Costs Indirect @ 8.5%	\$46,083 \$ 3,917
ANNUAL TOTAL	\$50,000
GRAND TOTAL (ANNUAL TOTAL x 3 YEARS)	\$150,000