RENEWAL AND MODIFICATION AGREEMENT
TO THE
INTRA-CITY AGREEMENT
BETWEEN
THE CITY OF NEW YORK ADMINISTRATION FOR CHILDREN'S SERVICES
AND
THE NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

THIS RENEWAL AND MODIFICATION AGREEMENT ("Renewal Agreement"), effective as of July 1, 2022 ("Effective Date"), is made by and between The City of New York ("City"), acting through its Administration for Children's Services ("ACS") located at 150 Williams Street, New York, NY 10038, and its Department of Youth and Community Development ("DYCD"), located at 2 Lafayette Street, New York, New York 10007.

WHEREAS, the Parties entered into an Intra-City Agreement ("Agreement"), effective June 1, 2019 through June 30, 2022, for the Programming Contractor (as defined in the Agreement) to provide services to ACS Youth (as defined in the Agreement) at ACS' Horizon Juvenile Center, pursuant to the DYCD Contract (as defined in the Agreement);

WHEREAS, the Parties seek to renew the Agreement and to expand the services for ACS Youth residing at the Crossroads Juvenile Center, located at 17 Bristol Street, Brooklyn, NY 11212 ("Crossroads") to the Agreement.

NOW THEREFORE, the Parties agree as follows:

1. Except as stated herein, all the terms and conditions in the Agreement shall remain unchanged and remain in full force and effect. All terms capitalized and not defined herein shall have the meanings ascribed thereto in the Agreement.

2. Pursuant to Article I, Section A, of the Agreement, the Agreement is hereby renewed for a three (3) year period from July 1, 2022 through June 30, 2025 (the "Renewal Term"), unless sooner terminated pursuant to the terms of the Agreement.

3. Payment. The Maximum Reimbursable Amount for the Renewal Term shall not exceed three million four hundred twenty thousand dollars and 00/100 ($3,420,000.00), in accordance with the budget, attached hereto as Exhibit A. No liability shall be incurred by ACS beyond the amount of such monies.

4. Effective July 1, 2022, the Parties acknowledge and agree that Article II, Section A(1), of the Agreement is hereby deleted and replaced in its entirety to read as follows:

   1. DYCD must, and must cause the Programming Contractor to, provide the services required by the contract between DYCD and Programming Contractor for the Horizon Juvenile Center (the "Horizon Contract") and the contract between DYCD and Programming Contractor for the Crossroads Juvenile Center (the

"Crossroads Contract" and, together with the Horizon Contract, as applicable, the "DYCD Contract"), and any renewals, extensions, and amendments thereto.

5. Effective June 1, 2019, the Parties acknowledge and agree to add the following section to Article VI of the Agreement:

   F. Modification. This Agreement may only be modified through the mutual written consent of the Parties.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic, facsimile, or PDF image signature shall be treated as original signatures.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement effective as of the Effective Date.

THE CITY OF NEW YORK ADMINISTRATION FOR CHILDREN'S SERVICES

Nancy Ginsburg

Nancy Ginsburg
Deputy Commissioner
Division of Youth and Family Justice

NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

Caroline S. Press

Caroline Press
General Counsel

THE CITY OF NEW YORK ADMINISTRATION FOR CHILDREN'S SERVICES

Michael Moiseyev Digitally signed by Michael Moiseyev
Date: 2022.08.18 15:53:04 -04'00'

Michael Moiseyev
Deputy Commissioner
Division of Financial Services

Exhibit A

CROSSROADS		FY23 Budget
Employee ID/Account	**Personnel Services**	**Projected Budget**
		$ 109,948.13
	Program Director	35,000.00
	Assistant Program Director	30,000.00
	Operations Manager	20,000.00
	Budget Analyst	5,000.00
	Program Director's Supervisor	4,948.13
	Program Assistant	15,000.00
	Fringe @ 25.5% Total	**$ 28,036.77**
Total Personnel Services		**$ 137,984.90**
Other Than Personnel Services		
	Operations & Support	**$ 10,739.40**
	Office Supplies	1,205
	Staff Transporation	534
	Staff Training	800
	Dues & Subscriptions	-
	Liability, Property, and Other Insurance	1,200
	Client Supplies & Activities	3,000
	Client Stipends	-
	Prepared Meals/Snacks	4,000
	Equipment	**$ 1,000.00**
	Computers/Laptops	
	Utilities	**$ 6,000.00**
	Bundled Communications	17,200
	Rent	**$ 15,000.00**
	Subcontractors	**$ 175,000.00**
	Unallocated Subcontractors	
	Unallocated Funds	**$ -**
Total OTPS Expenses		**$ 206,739.40**
Indirect Rate		
	Indirect Rate	**$ 45,275.93**
Total Invoice Summary		**$ 390,000.00**

HORIZON		FY23 Budget
Employee ID/Account	**Personnel Services**	**Projected Budget**
		$ 227,256.01
	Program Director Supervisor	24,334.63
	Compliance Specialist	4,452.04
	Operations Coordinator	21,954.45
	Director of Youth Services	15,280.72
	Program Director	71,050.00
	Budget Manager	3,552.50
	Assistant Program Director	56,840.00
	Program Assistant	29,791.67
	Fringe @ 25.5% Total	**$ 57,950.28**
Total Personnel Services		**$ 285,206.29**
Other Than Personnel Services		
	Operations & Support	**$ 18,680.00**
	Office Supplies	1,205
	Staff Transporation	1,050
	Staff Training	800
	Dues & Subscriptions	
	Liability, Property, and Other Insurance	3,225
	Client Supplies & Activities	5,500
	Client Stipends	-
	Prepared Meals/Snacks	6,900
	Equipment	**$ 1,000.00**
	Computers/Laptops	1,000
	Utilities	**$ 14,000.00**
	Bundled Communications	14,000
	Rent	**$ 22,000.00**
	25 Chapel	22,000.00
	Subcontractors	**$ 320,000.00**
Budget using acct #70403	**Unallocated Subcontractors**	**320,000**
	Unallocated Funds	**$ -**
Total OTPS Expenses		**$ 375,680.00**
Indirect Rate		
	Indirect Rate	**$ 89,113.71**
Total Invoice Summary		**$ 750,000.00**