FIRST AMENDMENT

-to the-

INTERAGENCY AGREEMENT

-between-

THE NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

-and-

THE CITY UNIVERSITY OF NEW YORK

For the WORK, LEARN AND GROW EMPLOYMENT PROGRAM CAREERREADY (July 1, 2022 – June 30, 2023)

THIS FIRST AMENDMENT, effective January 30, 2023, modifies the Interagency Agreement, effective as of September 1, 2021 (the "Agreement"), between the City of New York ("City"), acting through its Department of Youth and Community Development ("DYCD"), located at 2 Lafayette Street, 21st Floor, New York, NY 10007, and the City University of New York ("CUNY") acting on behalf of Kingsborough Community College (the "College"), located at 2001 Oriental Boulevard, Brooklyn, NY 11235 (each a "Party," collectively, the "Parties").

WHEREAS, the Parties entered into the Agreement in order to provide college and career exploration programming provided by CUNY instructors to enrolled participants in the DYCD-funded Work, Learn and Grow Employment Program ("WLGEP") and enable such participants to earn CUNY academic credit from September 1, 2021 through June 30, 2022 (the "Term"); and

WHEREAS, pursuant to the Agreement, the Parties entered into a renewal agreement ("Renewal Agreement") to modify the Agreement by allowing for renewal of the Agreement for a one-year period, and renewed the Agreement for an additional one (1) year term from July 1, 2022 through June 30, 2023 (the "Renewal Term"); and

WHEREAS, the Parties now wish to amend the Agreement, as modified by the Renewal Agreement, for CUNY to provide College Now classes and workshops, specifically Student Development 10, 11, or 12 credited classes, as set forth in Exhibit A of the Agreement, during the period of January 31, 2023 through March 14, 2023 to 300 additional participants through DYCD's Workforce Innovation and Opportunity Act ("WIOA") Learn and Earn Youth Workforce Development Program ("Learn and Earn Program") during the 2022-2023 academic year, for

which DYCD shall pay CUNY an amount not to exceed seventy-one thousand, six hundred and forty-four dollars ($71,644); and

NOW, THEREFORE, the Parties hereto agree to modify the Agreement as follows:

1. All terms capitalized and not defined herein shall have the meanings ascribed thereto in the Agreement.

2. The first paragraph of Article 3, Compensation & Payment Schedule, of the Agreement is hereby amended by deleting the following language that was added by the Renewal Agreement:

   "DYCD shall pay the College, subject to and in accordance with the procedures and restrictions set forth in this Agreement, an aggregate amount not to exceed Seven Hundred Ten Thousand and One Dollars ($710,001) for all Services to be performed during the Renewal Term, as reported to, verified, and approved by DYCD."

   And replacing it with the following language:

   "DYCD shall pay the College, subject to and in accordance with the procedures and restrictions set forth in this Agreement, an aggregate amount not to exceed seven hundred eighty-one thousand, six hundred and forty-five dollars ($781,645) for all Services to be performed during the Renewal Term, as reported to, verified, and approved by DYCD."

3. Article 3, Compensation & Payment Schedule, Section A, Payment Schedule, of the Agreement is hereby amended by deleting the following language that was added by the Renewal Agreement:

   "DYCD shall transfer funds to CUNY upon execution of this Agreement. CUNY shall submit one invoice and supporting documentation for the Renewal Term via the intra-city invoice format no later than July 31, 2023, which shall total no more than $710,001 for expenses incurred during the period of July 1, 2022 through June 30, 2023. The invoice shall be sent to DYCDAccountsPayable@dycd.nyc.gov."

   And replacing it with:

   "DYCD shall transfer funds to CUNY upon execution of this Agreement. CUNY shall submit one invoice and supporting documentation for the Renewal Term via the intra-city invoice format no later than July 31, 2023, which shall total no more than $781,645 for expenses incurred during the period of July 1, 2022 through June 30, 2023. The invoice shall be sent to DYCDAccountsPayable@dycd.nyc.gov."

4. Article 3, Compensation & Payment Schedule, Section C is hereby amended by replacing the existing paragraph in its entirety with the following:

   "This Agreement is funding in whole or in part by funds secured by DYCD from the Federal, New York State, and/or City governments and is subject to the availability of such funds for each City fiscal year thereof and each applicable program period. Should there be a reduction or discontinuance of such funds by action of the Federal, State, and/or City governments, DYCD shall, subject to the terms of Article 4, have, in its sole discretion, the right to terminate this Agreement, or to reduce the funding and the corresponding level of Services caused by such action by the Federal, State, and/or City governments. This Agreement shall not obligate DYCD beyond the dollar amount designated in the absence of a duly executed written contract amendment by both of the respective Parties."

5. The College shall provide Services as set forth in Exhibit A, Scope of Work, of the Agreement, to three hundred (300) Learn and Earn Program participants for six weeks from the period of January 30, 2023 through March 14, 2023. DYCD shall compensate the College for these Services in accordance with the hourly rates set forth in Exhibit B-2 and all other relevant terms of the Agreement.

6. Exhibit B-2, FY23 Work Learn and Grow Employment Program Learn and Earn Amendment Budget, is attached hereto and made a part of the Agreement.

7. Except as stated herein, all of the terms and conditions in the Agreement remain in full force and effect and are specifically incorporated by reference herein.

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IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement effective as of the day and year first written above.

THE CITY UNIVERSITY OF NEW YORK on behalf of KINGSBOROUGH COMMUNITY COLLEGE

Authorized Signatory

Derek Davis

Name (Print)

General Counsel

Title (Print)

6/6/2023

Date

CITY OF NEW YORK DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

Caroline Press

General Counsel

June 6, 2023

Date

APPROVED AS TO FORM

Kyle Antonelli

The City University of New York

Office of the General Counsel

Date: 6/6/23

73268849

CUNY DUNS Number

EXHIBIT B-2
FY23 WORK LEARN AND GROW EMPLOYMENT PROGRAM
LEARN AND EARN AMENDMENT BUDGET

College Now KBCC Work Learn Grow - Spring 2023				
Personnel	**Annual Salary/ Hourly Rate**	**No. of Sections or Instructors**	**No. of Hours**	**Total**
Part Time				
Instructors, SD10, SD 11 or SD 12 (31) or non-credit workshop	$91.67	31	15 (per section)	$42,627
Instructors, SD10, SD 11 or SD 12 and non-credit workshop (10 PD hours /instructor)	$55.02	31	10	$17,057
SD10, SD 11 or SD 12 and non-credit workshop Class Observations	$55.02	31	150	$8,253
Adjunct CLT/College Assistant Hours for Data Entry	$15.07		246	$3,707
TOTAL				$71,644