Fain # AA321301855A36 CFDA# 17.259

EXTENSION AND SECOND AMENDMENT TO THE INTERAGENCY AGREEMENT

between

THE NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

and

THE CITY UNIVERSITY OF NEW YORK

on behalf of

QUEENSBOROUGH COMMUNITY COLLEGE

for

TRAIN AND EARN SERVICES

(July 1, 2021 – June 30, 2025)

THIS EXTENSION AND SECOND AMENDMENT (the "Second Amendment") of the **INTERAGENCY AGREEMENT**, effective July 1, 2021 (the "Agreement"), is made by and 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" or the "College"), acting on behalf of Queensborough Community College ("QCC") (collectively, the "Parties" and each a "Party").

WHEREAS, DYCD administers the City's Train and Earn program in accordance with the Workforce Innovation and Opportunity Act ("WIOA"); and

WHEREAS, DYCD sought to implement a Train and Earn program through a partnership with the College, which would include a series of Train and Earn Services for two (2) cohorts of Participants;

WHEREAS, the Parties entered into the Agreement to provide to Participants Train and Earn Services as set forth in Exhibit A, Scope of Work, for the term commencing July 1, 2021 and expiring on June 30, 2023; and

WHEREAS, Article 1 of the Agreement allows the Parties to extend the Term of the Agreement upon mutual agreement; and

WHEREAS, Article 4(B) of the Agreement allows the Parties to modify the Agreement upon mutual written consent; and

WHEREAS, the Parties extended the Term of the Agreement for one additional year, to expire on June 30, 2024, and modified the Agreement to modify the budget for the entire Term of the Agreement; and

WHEREAS, the Parties wish to extend the Term of the Agreement for one (1) additional year, to expire on June 30, 2025, during which QCC shall provide solely follow-up services to its training cohorts that received Program Services during Fiscal Year 2024, and to modify the budget for the entire Term of the Agreement, based on the Modified FY23-25 Budget, attached hereto as Exhibit B-3; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

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

2. The Term of the Agreement shall be extended by one (1) additional year, to expire on June 30, 2025, unless sooner terminated pursuant to Article 4 of the Agreement.

3. During Fiscal Year 2025, between July 1, 2024 and June 30, 2025, QCC shall provide only Follow-Up Services, as defined in Appendix A, Scope of Work, to Participants.

4. Paragraph A of Article 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

   "A. **Termination.** This Agreement may be terminated by either Party at any time upon ninety (90) days' written notice to the other Party. Training Program Services, defined in Exhibits A-1 and A-2, that are in progress at the time of termination shall proceed as scheduled, including all classroom hours, internship hours, assistance with examination preparation, Training Completion, and employment placement. Agency shall pay all costs associated with completion of the Training Program Services defined in Exhibits A-1 and A-2 in accordance with Article 3 and Exhibits B, B-1, B-2, and B-3. In the event this Agreement is terminated at any other time, Agency will pay all costs and non-cancellable third-party obligations, provided Agency has previously consented to such costs and obligations, incurred prior to the effective date of such termination."

5. The Modified FY23-25 Budget, attached hereto as Appendix B-3, is made a part of this Agreement, and shall supersede Exhibit B, B-1, and B-2 for Fiscal Years 2023 through 2025.

6. For the avoidance of doubt, no additonal funds were added to the Budget.

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

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS HEREOF, the parties undersigned executed this Amendment effective as of the date first above written.

THE CITY UNIVERSITY OF NEW YORK on behalf of QUEENS COMMUNITY COLLEGE	**NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT**
Derek Davis General Counsel	Angelina Martinez-Rubio Acting General Counsel
March 19, 2024 Date	4.5.24 Date

Approved as to Form:

/s/ Daniel K. Wiig
Daniel K. Wiig
City University of New York
Office of the General Counsel
Dated: 3-11-2024

EXHIBIT B-3

MODIFIED FY23-25 BUDGET

1. Fiscal Year Start:	July 1, 2022	FY23	FY24	FY25		Variance
2. Total Maximum Budget:	$771,480	$ 51,366	$ 547,917	$ 172,198	$ 771,480	($0)

TOTALS

Personnel		Personnel			
Description	Cost	FY23	FY24	FY25	
Total Wages	$ 363,535	$ 34,758	$ 215,194	$ 113,583	$ 363,535
Total Fringe	$ 114,574	$ 9,129	$ 68,285	$ 37,160	$ 114,574
Total Direct Personnel Costs	$ 478,109	$ 43,886	$ 283,480	$ 150,743	$ 478,109

OTPS		OTPS			
Description	Cost	FY23	FY24	FY25	
Total OTPS (Includes Purchased Services & Consultants)	$ 226,961	$ 2,810	$ 218,351	$ 5,800	$ 226,961

Totals		Totals			
Description	Cost	FY23	FY24	FY25	
Total Direct Cost	$ 705,070	$ 46,696	$ 501,831	$ 156,543	$ 705,070
Total Indirect Cost	$ 66,410	$ 4,670	$ 46,086	$ 15,654	$ 66,410
Grand Total	$ 771,480	$ 51,366	$ 547,917	$ 172,198	$ 771,480

Personnel

	HEMO 1 FY23	HEMO 1 FY24	5G FY 23	5G FY24	5G FY25	HVAC FY23	HVAC FY24	HVAC 25	HEMO 2 FY23	HEMO 2 FY24	HEMO 2 FY25	
Description	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Total
Total Wages	$ 28,510	$ 52,306	$ 6,248	$ 55,820	$ 39,008	$ -	$ 43,468	$ 32,555	$ -	$ 63,600	$ 42,020	$ 363,535
Total Fringe	$ 7,630	$ 14,559	$ 1,499	$ 14,257	$ 12,785	$ -	$ 23,177	$ 10,179	$ -	$ 16,292	$ 14,196	$ 114,574
Total Direct Personnel Costs	$ 36,140	$ 66,865	$ 7,746	$ 70,077	$ 51,793	$ -	$ 66,645	$ 42,734	$ -	$ 79,892	$ 56,216	$ 478,109

OTPS

	HEMO 1 FY23	HEMO 1 FY24	5G FY 23	5G FY24	5G FY25	HVAC FY23	HVAC FY24	HVAC 25	HEMO 2 FY23	HEMO 2 FY24	HEMO 2 FY25	
Description	Cost	Cost	Cost	Cost	Cost	Cost	Cost		Cost	Cost	Cost	Total
Total OTPS (Includes Purchased Services & Consultants)	$ 2,630	$ 2,250	$ 180	$ 91,414	$ -	$ -	$ 65,141	$ -	$ -	$ 59,546	$ 5,800	$ 226,961

Totals

	HEMO 1 FY23	HEMO 1 FY24	5G FY 23	5G FY24	5G FY25	HVAC FY23	HVAC FY24	HVAC 25	HEMO 2 FY23	HEMO 2 FY24	HEMO 2 FY25	
Description	Cost	Cost	Cost	Cost	Cost	Cost	Cost		Cost	Cost		
Total Direct Cost	$ 38,770	$ 69,115	$ 7,926	$ 161,491	$ 51,793	$ -	$ 131,786	$ 42,734	$ -	$ 139,438	$ 62,016	$ 705,070
Total Indirect Cost	$ 3,877	$ 4,563	$ 793	$ 16,079	$ 5,179	$ -	$ 13,179	$ 4,273	$ -	$ 12,266	$ 6,202	$ 66,410
Grand Total	$ 42,647	$ 73,678	$ 8,719	$ 177,570	$ 56,972	$ -	$ 144,965	$ 47,008	$ -	$ 151,704	$ 68,217	$ 771,480
												$ 0