

INTERAGENCY AGREEMENT

between

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

and

THE CITY UNIVERSITY OF NEW YORK

on behalf of

CUNY SCHOOL OF PROFESSIONAL STUDIES

On behalf of The Intergenerational Change Initiative

for

YPAR and Community Development Institute

March 1, 2021 – June 30, 2021

This **Interagency Agreement** (“Agreement”), is made by and between the **City of New York** (the “City”), acting through its **Department of Youth and Community Development** (the “Agency”), and **The City University of New York** (“CUNY”), acting on behalf of **CUNY School of Professional Studies** (the “College”). The Agency and College are referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Agency seeks to garner the input of more youth stakeholders to inform their programs and services consistent with its mission to serve youth and communities in New York City as more fully described herein; and

WHEREAS, CUNY, through the College, is willing and able to provide research and reporting on youth experiences, desires and critiques;

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

ARTICLE 1
TERM

The term of this Agreement shall commence on March 1, 2021 and expire on June 30, 2021 (“Term”), unless extended by mutual agreement of the Parties or terminated at an earlier date pursuant to Article 4 herein.

ARTICLE 2
SCOPE OF SERVICES

- A. During the period beginning from March 1, 2021 through June 30, 2021, College shall be responsible for providing:
- a. Youth-led Participatory Action Research services (“YPAR Program” or “YPAR Services”) set forth in the *Scope of Work and Payment Schedule*, attached hereto and made a part hereof as Exhibit A and any modifications to Exhibit A, as mutually agreed upon by the Parties in writing. Exhibits A and B [and C, if there will be a subcontract that exceeds \$20,000 in value, and Riders, if required by Agency] are hereby attached hereto; and
 - b. Community Development Institute services (“Community Development Institute”) set forth in the *Scope of Work and Payment Schedule*, attached hereto and made a part hereof as Exhibit A-1 and any modifications to Exhibit A-1, as mutually agreed upon by the Parties in writing. Exhibits A-1 and B-1 [and C-1, if there will be a subcontract that exceeds \$20,000 in value, and Riders, if required by Agency] are hereby attached hereto.

ARTICLE 3
COMPENSATION & PAYMENT SCHEDULE

Agency shall pay CUNY, on behalf of the College, subject to and in accordance with the procedures and restrictions set forth in this Agreement, an aggregate amount not to exceed One Hundred and Thirty-Five Thousand Dollars (**\$135,000**) for all Services to be performed during the Term, as reported to, verified and approved by Agency. All payments shall be made in accordance with the “Payment Schedules” set forth in Exhibit A and Exhibit A-1 and the Budgets, attached hereto and made a part hereof as Exhibit B and Exhibit B-1. Agency shall transfer funding to CUNY via the Intra-City budget modification process for the not to exceed aggregate amount set forth herein. The Agency shall complete the necessary IETC (internal exchange transaction intra-city) payment within thirty (30) days of the receipt of each invoice, and no later than July 31st for invoices issued during the previous fiscal year.

- A. Agency hereby grants approval for all modifications to line items in the Budget that do not exceed 10% of the value of that line item. Prior to making any reallocations or other changes that would exceed this threshold, College shall submit a written request for approval of the modification to Agency. Research Foundation of The City University of New York (“RF”) shall not make any such changes without the prior approval of Agency.
- B. This Agreement is funded in whole or in part by funds secured by Agency from the City government and is subject to the availability of such funds for each City fiscal year thereof. Should there be a reduction or discontinuance of such funds by action of the City government, Agency 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 City government provided that all program expenditures up to the date of the termination are paid in full by Agency.

- C. Without limiting any of Agency's other rights or remedies, and subject to the subparagraphs 1 and 2 below, Agency shall have the right to recoup payments made to RF by requiring repayment by RF in the event that RF has received monies that are reasonably determined to be prohibited under this Agreement.
1. At least thirty (30) days prior to exercising its right to recoup payments, Agency shall provide written notice to RF and CUNY setting forth the nature and amount of the payments determined by Agency to be invalid or disallowed under this Agreement and the basis for such determination.
 2. RF shall have ten (10) business days after its receipt of such written notice to respond to such Agency determination in writing. Agency shall reasonably consider RF's response, if any, and will issue its reasoned explanation for its determination within ten (10) days after the receipt of RF's response.
- D. The Parties acknowledge that pursuant to a certain Agreement dated October 20, 1983 between the RF and CUNY, the RF will act as CUNY's fiscal agent to accept payment from Agency. Each Intra-City invoice shall be signed by the RF Assistant Director of Grants and Contracts and shall include the following language: *"I hereby certify that this invoice is for articles received, services rendered or amounts expended on behalf of the City of New York, that it is correct as to price and amount, that it is necessary for the proper transaction of the business of Agency, that it was incurred solely for the benefit of the City of New York, that no part of the amount claimed herein has been previously certified, and that the amount is solely for the operation of said Program described in this invoice."*

ARTICLE 4 **TERMINATION & MODIFICATION**

- A. **Termination.** This Agreement may be terminated by either Party at any time upon ninety (90) days' written notice to the other Party. In the event this Agreement is terminated, 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.
- B. **Modification.** This Agreement may only be amended by the mutual written consent of the Parties.

ARTICLE 5
NOTICES

All notices required by this Agreement shall be delivered by messenger, overnight delivery service or email to the following:

To Agency:

New York City Department of Youth & Community Development
Office of Legal Affairs
2 Lafayette Street, 21st Floor
New York, NY 10007
Attn: Caroline Press, General Counsel
Email: cpress@dycd.nyc.gov

To CUNY:

CUNY School of Professional Studies
Grants Office
119 West 31st Street
New York, NY 10001

Attn: Lawrence MacLean, Grants Officer
Email: Lawrence.maclea@cuny.edu

With a Copy to:

The City University of New York
Office of the General Counsel
205 East 42nd Street, 11th Floor
New York, NY 10017
Attn: Agency _____ MOU
Email: ogc@cuny.edu

To RF - For fiscal matters:

Assistant Director of Grants and Contracts
The Research Foundation of CUNY
230 West 41st Street
New York, NY 10036
Attn: Kyung Hur
Email: Kyung_Hur@rfcuny.org

ARTICLE 6
PUBLICATION AND INTELLECTUAL PROPERTY

- A. **Publications.** CUNY shall not publish any materials nor any work dealing with any aspect of performance under this Agreement nor any of the results and accomplishments thereof (each a “Publication”), without the prior written approval of Agency, which shall not be unreasonably withheld. In the event such permission is granted, Agency shall have a perpetual, royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize other city agencies and government entities as well as community-based organizations partnering with Agency to use for non-commercial, public purposes only, in connection with the City’s responsibilities and consistent with its authority under the City Charter or other law, that portion of each Publication that deals with performance, results and/or accomplishments under this Agreement. In preparing any of its own materials based on a Publication, Agency will give CUNY and the principal author(s) of the Publication appropriate credit.
- B. **Scholarly Research.** Notwithstanding the foregoing, if the Publication is the result of scholarly research performed under this Agreement (a “Research Publication”), consistent with CUNY’s practice of openness in research, prior written approval of Agency will not be required before publication. Instead, prior to submitting a Research Publication for publication or before any other public disclosure, CUNY will provide Agency thirty days to review the proposed Research Publication to provide comments and to identify any confidential information of Agency that may have been inadvertently included. CUNY will consider the Agency’s comments but is under no obligation to make changes to the Research Publication to address them, except with respect to confidential information. If Agency objects to a Research Publication because of the inclusion of its confidential information, CUNY shall not publish or otherwise disclose such Research Publication until such confidential information has been removed.
- C. **Instructional materials and curricula.** “Instructional Materials” shall mean curricula, syllabi and any and all other instructional materials used by CUNY in connection with its educational mission, including instructional materials and curricula created by CUNY and those created by third parties. Instructional Materials are owned by CUNY and/or others pursuant to CUNY’s Intellectual Property Policy, or are used by legal right, permission and/or license to CUNY. Any Instructional Materials to be developed and/or used in connection with the Services shall be designated and described in the *Scope of Work and Payment Schedule*, attached hereto and made a part hereof as Exhibit A (“Services Instructional Materials”). To the extent that any Services Instructional Materials are newly created or adapted by CUNY and/or paid for by Agency under this Agreement, Agency shall have a perpetual, royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize other city agencies and government entities as well as community-based organizations partnering with Agency to use them for non-commercial, public purposes only, in connection with the City’s responsibilities and consistent with its authority under the City Charter or other law or as otherwise specified in the *Scope of Work and Payment Schedule*, attached hereto and made a part hereof as Exhibit A. In preparing any of its own materials based on Services Instructional Materials, Agency will give CUNY and the principal author(s) of the Services Instructional Materials appropriate credit.

- D. Non-instructional materials. Any and all non-Instructional Materials created by CUNY under the terms of, or specifically for use under this Agreement, shall become the exclusive property of Agency and shall be designated and described in the *Scope of Work and Payment Schedule*, attached hereto and made a part hereof as Exhibit A. CUNY shall have a perpetual, royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the non-Instructional Materials for its non-commercial, educational purposes or as otherwise specified in the *Scope of Work and Payment Schedule*, attached hereto and made a part hereof as Exhibit A.
- E. Representation and Warranty. To the extent that any Services Instructional Materials delivered under this agreement incorporate any materials owned by CUNY faculty members, CUNY represents and warrants that it has obtained all necessary permissions and clearances, in writing, for the use of such materials under this Agreement.

ARTICLE 7 **CONFIDENTIALITY**

- A. All official City files or records furnished to CUNY under this Agreement containing personally identifiable information and all of the reports, data, or information that would otherwise be protected from disclosure by the Freedom of Information Law, that have been obtained, learned, developed, or filed by CUNY or the College, shall be held confidential by CUNY and the College, and shall not be disclosed by CUNY or the College to any person, organization, agency, or entity except as required by law, including, but not limited to, the Freedom of Information Law or a lawful subpoena. It is agreed and understood that should any confidential Agency information be requested of CUNY, and CUNY determines that disclosure is required by law, CUNY shall provide Agency ten (10) days' notice and opportunity to object to the disclosure, and if requested by the Agency and not inconsistent with CUNY's obligations under law, CUNY shall not disclose such reports, information, or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information or data. This Article shall remain in full force and effect following the termination of this Agreement.
- B. The Parties acknowledge that (a) information that may be shared in connection with the Services may include personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act/FERPA ("FERPA Records"), and (b) to the extent that information is shared in connection with the Services includes FERPA Records, CUNY will not release such information from education records, other than Directory information, without obtaining a FERPA release, in a form used by the College, from the student. It is agreed and understood that should any FERPA Records be requested of Agency, Agency shall immediately notify CUNY to determine whether disclosure is authorized or required by law.

ARTICLE 8
MISCELLANEOUS

- A. CUNY and the College agree to retain and to notify RF to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement whichever occurs later. City, State, and Federal auditors, and any other persons duly authorized by Agency shall have full access to and the right to examine any of the books, records, and other documents.
- B. This Agreement is subject to audit and/or inspection by Federal, State, and/or Local agencies as authorized or required by law. CUNY shall cooperate and assist with all program and fiscal monitoring, evaluation, and close-out activities and audits conducted by Agency or its designees or any other entity authorized or permitted to perform or undertake any of the foregoing.
- C. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Agreement unenforceable.
- D. The Services provided under this Agreement shall be performed in accordance with all applicable provisions of Federal, State, and Local laws.
- E. This Agreement contains all the terms and conditions agreed upon by the Parties, and no other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the Parties or to vary any of its terms.
- F. In the event of a conflict between the terms and conditions of this Agreement and the provisions of the *Scope of Work and Payment Schedule* attached hereto as Exhibit A, the terms and conditions of this Agreement shall control.
- G. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of CUNY or the Agency (“Force Majeure Event”). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor. Neither Party will be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of nature, including, without limitation, earth quakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
- H. Subject to Article 3.D, neither CUNY nor the College will assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the City. Such prior written consent will not be unreasonably withheld, delayed, or conditioned.

- I. Any subcontractors engaged to deliver direct Services pursuant to this Agreement shall be selected in accordance with applicable procurement regulations. CUNY shall direct the RF to forward to Agency a fully-executed original copy or a PDF of an approved subcontract. Subcontracts shall comply with all applicable provisions of this Agreement. For avoidance of doubt, nothing contained herein requires CUNY or the RF to comply with City procurement rules. Agency hereby grants approval for all subcontractors providing services covered by this Agreement pursuant to a subcontract in an amount that does not exceed \$20,000. Prior to entering into any subcontract for an amount greater than \$20,000, the RF shall submit a written request for the approval of the proposed subcontractor to the Agency. RF shall not enter into any subcontract for an amount greater than \$20,000 without the prior written approval of the Agency on Exhibit C hereto.

- J. In the event that CUNY requires any subcontractor to maintain insurance with regard to any operations under this Agreement and requires such subcontractor to list CUNY as an additional insured under such insurance, CUNY shall require that such entity also list the City, including its officials and employees as an additional insured.

- K. Consistent with 2 CFR Part 200, vendor agreements for this project pertaining to indirect services (i.e., services not already related to program delivery) do not require Agency approval. CUNY shall confer with Agency to confirm that an agreement with a third party is an indirect vendor agreement prior to submitting a request to RF for such third-party agreement. CUNY shall direct the RF to forward Agency a copy of the signed agreement as documentation for allowable costs. For the avoidance of doubt, the Parties understand that copies of signed contracts or other applicable documents may be requested by Agency to substantiate payment or reimbursement for allowable costs and expenses.

- L. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the Services set forth in the Agreement.

[remainder of page intentionally left blank]

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

**NEW YORK CITY DEPARTMENT
OF YOUTH AND COMMUNITY
DEVELOPMENT**

By: Caroline Press
Name: Caroline Press
Title: General Counsel

Date: 04/06/21

**THE CITY UNIVERSITY OF NEW YORK
on behalf of CUNY School of Professional
Studies**

By: Derek Davis
Name: Derek Davis
Title: General Counsel and Sr. Vice Chancellor
for Legal Affairs

Date: March 25, 2021

APPROVED AS TO FORM

Joan Margiotta
The City University of New York
Office of the General Counsel
Date: 3/18/21

EXHIBIT A
YPAR
SCOPE OF WORK AND PAYMENT SCHEDULE

I. SCOPE OF WORK

A. **Purpose.** The Intergenerational Change Initiative (“IWE”) at the City University of New York, School of Professional Studies (“CUNY SPS”) shall collaborate with the Department of Youth and Community Development (“DYCD”) to support a team of ten (10) youth researchers between the ages of sixteen (16) and twenty-four (24) to use the data from the Youth Ask Youth (“YAY”) Census to enable DYCD to inform the beginning of a youth agenda event where mayoral candidates will speak.

B. **Services.** With guidance and direction from DYCD, IWE shall perform the following services and activities:

1. Conduct a series of town halls to focus on issues identified in the YAY Census, including:
 - a. Civil Rights: LGBTQ+, Women; and
 - b. Community Safety.
2. Collect data from youth between the ages of fourteen (14) and twenty-four (24) across NYC using the Amplify tool to learn more about youth priorities.
3. Conduct seven (7) focus group sessions with advocates, influencers and groups of young people, including: youth in foster care, youth that have experience with the juvenile justice system, and young people without housing.
4. Share back findings from the YAY Census and the town halls and prepare a draft youth agenda.
5. Create a “Civics for All” event to support young people to create a youth agenda using the YAY Census data, in coordination with DYCD and YVOTE, an organization that is supporting the development of the youth agenda.
6. Conduct a participatory analysis process with the Intergenerational Change Initiative (“ICI”) researchers and transform the data into clear policy objectives to incorporate into in the youth agenda.
7. Support a group of fifty (50) youth to act as advisors to weigh in on the town halls.
8. Create a social media strategy to garner youth engagement in the youth agenda development process.
9. Organize and facilitate a mayoral candidates’ forum and other events where mayoral candidates would respond to the youth agenda, in collaboration with DYCD.
10. Develop scorecards in collaboration with DYCD and YVOTE to assess mayoral candidates.
11. Create the 2021 YAY Census and expand the language access to include Spanish and Haitian Creole.

II. PAYMENT SCHEDULE

Invoicing and Schedule. CUNY shall provide invoices for no more than \$90,000.00 to DYCD for payment of services rendered. CUNY shall submit each invoice to DYCD no later than thirty (30) days following the end of the service period, beginning on March 1, 2021 and ending on June 30, 2021.

**[NO FURTHER TEXT ON THIS PAGE
EXHIBIT A-1 FOLLOWS]**

EXHIBIT A-1
COMMUNITY DEVELOPMENT INSTITUTE
SCOPE OF WORK AND PAYMENT SCHEDULE

I. SCOPE OF WORK

A. Purpose. The Intergenerational Change Initiative (“IWE”) at the City University of New York, School of Professional Studies (“CUNY SPS”) shall work with the Department of Youth and Community Development (“DYCD”) to support a team of ten (10) youth researchers between the ages of sixteen (16) and twenty-four (24) to use the data from the Youth Ask Youth (“YAY”) Census during the 2021 DYCD/ICI Community Development Institute to collect data and take action aligned with those findings.

B. Services. With guidance and direction from DYCD, IWE shall perform the following services and activities:

1. Create a flash survey that explores what young people know about the civic ecosystem in their neighborhoods and the opportunities available to them.
2. Use focus groups and surveys to explore the barriers and supports for youth engagement in neighborhood advisory boards, community boards and participatory budgeting processes.
3. Explore strategies for recruitment to boards as recommended by young people.
4. Ensure that the team members launch the second annual YAY Census and aim to double the number of engaged participants over eight hundred (800) young people.
5. Ensure that the ICI research team conducts focus groups by borough and with populations of interest, including youth dealing with homelessness or housing insecurity, the New York City Administration for Children’s Services, youth with disabilities and young people with criminal justice involvement to make meaning of the extant data with participants and ask them to go in-depth in relation to our research questions.

C. Activities and Events. With guidance and direction from DYCD, IWE shall engage the participants to move from theory to practice to enable DYCD to develop an awareness campaign that would engage other young people to actively participate in civic systems and give voice to the ideas that emerged from the YAY Census through a series of four (4) events during the City fiscal year 2021. Vendor shall further:

1. Ensure that events shall take place outdoors in locations, including Washington Heights, Hunts Point, Bedford Stuyvesant, and the Rockaways. IWE shall lead team members to coordinate with other community-based organizations in communities from the different boroughs and neighborhoods.
2. Collaborate with the Department of Transportation’s open streets initiative and the Department of Sanitation to give supplies to volunteers who are helping beautify their neighborhood.

3. Incorporating feedback from the YAY Census, each event shall include the following activities:
 - a. Collect and share information and resources about opportunities to get involved in various civic initiatives in the neighborhood, including joining councils, activist organizations, participatory budgeting, and community boards.
 - b. Encourage attendees by activating teams to fan out in a five (5) to eight (8) block radius from the event to create the ICI NYC Future Map, which is a map that uses YAY Census data and recommendations to inform what youth would like to see improve in New York City.
 - c. Address the food and beautification needs identified in the YAY Census by working with local organizations to create and stock a community fridge. Further, partner with artists to make the fridges double as works of art to beautify the neighborhood.
 - d. Collaborate with local community-based organizations in each designated area to leverage their relationships with youth and families and for IW to provide food to volunteers to incentivize participation and mobilization of intergenerational teams to participate in community clean up.

II. PAYMENT SCHEDULE

Invoicing and Schedule. CUNY shall provide invoices for no more than \$45,000.00 to DYCD for payment of services rendered. CUNY shall submit each invoice to DYCD no later than thirty (30) days following the end of the service period, beginning on March 1, 2021 and ending on June 30, 2021.

[NO FURTHER TEXT ON THIS PAGE

EXHIBITS B and B-1 FOLLOW]

EXHIBITS B and B1
BUDGET
See attachment

Cost Estimate

Title:	Spring 2021
Sponsor/Partner:	NYC Department of Youth and Community Development
PI:	John Mogulescu
SPS Lead Staff:	Zeller-Berkman, Sarah
Project Period:	3/1/2021 - 6/30/2021
Budget Year Dates:	3/1/2021 - 6/30/2021
Project Number:	XXXXX-XXXX
Version Date:	2/4/2021

	Rate	Hours/FTE/Units	Total	Notes
Personnel Services (PS)				
Summer Salary - Jason Bryer	\$ 3,901	1	\$ 3,901	Jason Bryer - Summer Salary
Summer Salary - Sarah Zeller-Berkman	\$ 3,901	1	\$ 3,901	Sarah Zeller-Berkman - Summer Salary
Total Salaries			\$ 7,802	
MTA Payroll Tax	0.3400%		\$ -	
Fringe Benefits - Summer Salary	26.7000%		\$ 2,083	
Fringe Benefits - PT B	9.0000%		\$ -	
Total Personnel Services			\$ 9,885	
Other than Personnel Services (OTPS)				
Youth Researcher Fellowships	\$ 15,000	1	\$ 15,000	
Participant Incentives	\$ 10,000	1	\$ 10,000	
Amplify - Tech person	\$ 10,000	1	\$ 10,000	
Youth Advisor Fellowships	\$ 150	50	\$ 7,500	
Data Science Fellowship	\$ 7,500	1	\$ 7,500	Rachel Greenlee, 4/8/21
MA Student Fellowships	\$ 2,000	3	\$ 6,000	
Software License	\$ 5,000	1	\$ 5,000	
Cahill Fellowship	\$ 10,934	1	\$ 10,934	
Total OTPS			\$ 71,934	
Subtotal (PS + OTPS)			\$ 81,819	
Indirect Costs - Research Fdn of CUNY		10%	\$ 8,181	
TOTAL			\$ 90,000	

Cost Estimate

Title:	Spring 2021
Sponsor/Partner:	NYC Department of Youth and Community Development
PI:	John Mogulescu
SPS Lead Staff:	Zeller-Berkman, Sarah
Project Period:	3/1/2021 - 6/30/2021
Budget Year Dates:	3/1/2021 - 6/30/2021
Project Number:	XXXXX-XXXX
Version Date:	2/4/2021

	Rate	Hours/FTE/Units	Total	Notes
Personnel Services (PS)				
Total Salaries			\$ -	
MTA Payroll Tax	0.3400%		\$ -	
Fringe Benefits - GRA	2.0000%		\$ -	
Fringe Benefits - PT B	9.0000%		\$ -	
Total Personnel Services			\$ -	
Other than Personnel Services (OTPS)				
Youth Researcher Fellowships	\$ 2,000	10	\$ 20,000	
Participant Incentives	\$ 9,950	1	\$ 9,950	
Grad Fellowship	\$ 2,500	1	\$ 2,500	
Cahill Fellowship	\$ 8,460	1	\$ 8,460	
Total OTPS			\$ 40,910	
Subtotal (PS + OTPS)			\$ 40,910	
Indirect Costs - Research Fdn of CUNY		10%	\$ 4,090	
TOTAL			\$ 45,000	

EXHIBIT C and C-1
[To Be Used For Subcontracts that Exceed \$20,000]

NEW YORK CITY DEPARTMENT OF (“Agency”) CUNY SUBCONTRACTOR
APPROVAL FORM

In connection with receiving New York City, New York State, or Federal funds through Agency, The City University of New York (“CUNY”) and/or CUNY Research Foundation (“RF”) intend to use the services of the vendor/consultant named below (“Subcontractor”) to assist CUNY in the performance of its obligations under its Interagency Agreement with Agency (“Agreement”). CUNY represents that its agreement with the Subcontractor will be in a form that complies with all material terms and conditions of the Agreement and will include any attachments or riders required by Agency and the source of funding. CUNY further represents that upon Agency’s approval of its proposed Subcontractor as evidenced by Agency signature below, CUNY or the RF will conduct all required reviews of the Subcontractor to ensure that the Subcontractor has the requisite responsibility and business integrity to receive public funding. **Agency** Approval is subject to CUNY and/or the RF’s compliance with all applicable procurement requirements with respect to selection and review of Subcontractor.

Name of Prime Contractor:

EIN:

Pin:

Name of Sub-Contractor:

EIN:

Sub-Contract Term:

Sub-Contract Amount: \$

APPROVED BY

AGENCY PROGRAM UNIT

Program Manager:

(Print Name)

(Signature)

(Date)

Telephone:

**AMENDMENT #1 TO THE
INTERAGENCY AGREEMENT**

between the

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

and

THE CITY UNIVERSITY OF NEW YORK
on behalf of

CUNY SCHOOL OF PROFESSIONAL STUDIES
on behalf of the Intergenerational Change Initiative

for

The Impact of COVID-19 on Communities Project

THIS AMENDMENT, effective as of May 3, 2021 is made and entered into by the City of New York (the “City”), acting by and through its Department of Youth and Community Development (“DYCD” or the “Agency”), and The City University of New York (“CUNY”), acting on behalf of CUNY School of Professional Studies (the “College”). DYCD and CUNY are referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, DYCD and CUNY (the “Parties”) entered into an interagency agreement (the “Agreement”) on March 1, 2021 to provide research and reporting on youth experiences, desires and critiques; and

WHEREAS, the Parties now wish to amend the Agreement such that CUNY will provide research and reporting on youth experiences, desires, and critiques in communities impacted by COVID-19 (the “Impact of COVID-19 on Communities Project”) for an additional amount not to exceed \$150,000; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. For the period beginning May 3, 2021 through June 30, 2021, CUNY shall provide the Impact of COVID-19 on Communities Project as described in the attached Exhibit A-2.
2. Article 3, Compensation & Payment Schedule is hereby amended to increase the total Agreement amount by \$150,000 for the period beginning May 3, 2021 through June 30, 2021, in accordance with the attached hereto and made a part hereof as Exhibit B-2, Budget, for a new total Agreement amount of \$285,000. All payments shall be made in accordance

with the DYCD Fiscal Manual, which is available at <https://www1.nyc.gov/site/dycd/about/news-and-media/guides-and-manuals.page> and hereby incorporated into the Agreement. This amendment is accomplished by adding to the end of the first sentence of the first paragraph, the following:

“For the Impact of COVID-19 on Communities Project, beginning on May 3, 2021 through June 30, 2021, Agency shall pay CUNY, on behalf of the College, an amount not to exceed \$150,000, for a new total contract amount not to exceed \$285,000. Such payment shall be made in accordance with the terms outlined in this Article 3.

All use of funds for payment of incentives are subject to review by DYCD program staff and are also subject to audit by DYCD or DYCD’s oversight agencies. Adequate records of expenses for incentives shall be maintained, and those will include invoices for any items purchased and receipts signed by the specific individuals receiving any item, including gift cards. Proper procedures shall be followed to make sure that only the intended recipients of the incentive actually receive them and then that the incentives are paid and distributed in accordance with the terms required by DYCD.

RF CUNY is responsible for any necessary federal, state, and local tax withholdings and reporting of youth stipends issued under this Agreement.”

3. Except as otherwise provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

**NEW YORK CITY DEPARTMENT
OF YOUTH AND COMMUNITY
DEVELOPMENT**

By: Caroline Press

Name: **Caroline Press**

Title: **General Counsel**

Date: 05/27/21

THE CITY UNIVERSITY OF NEW YORK

APPROVED AS TO FORM

Adriana Blanco
The City University of New York
Office of the General Counsel
Date: 5/21/2021

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Date: May 27, 2021

EXHIBIT A-2

Impact of COVID-19 on Communities Project SCOPE OF WORK AND PAYMENT SCHEDULE

I. Scope of Work

- A. **Purpose.** The Intergenerational Change Initiative (“IWE”) at the City University of New York, School of Professional Studies (“CUNY SPS”) shall collaborate with the Department of Youth and Community Development (“DYCD”) to support a team of youth researchers and data science professors to resolve the following inquiries (“Inquiry Areas”) for the Impact of COVID-19 on Communities Project:
- a. Identify the needs and challenges of participants in DYCD-funded programming resulting from the COVID-19 pandemic.
 - b. Identify technical assistance (“TA”), resources and supports needed to help DYCD-funded community-based organizations (“CBOs”) address new challenges arising from the COVID-19 pandemic.
 - c. Highlight young people’s and youth workers’ vision for how to build back better post-COVID-19.
- B. **Services.** CUNY SPS shall collaborate with a core group of youth researchers and CBO staff to develop and implement a research project that employs the following methods to resolve the Inquiry Areas:
- a. Focus groups with ten (10) staff and ten (10) constituents regarding their experience working with youth and running programming during COVID 19. CUNY shall inquire about their needs for support, TA, and resources and have them imagine how the city could build back better, how the field of youth development will or should change, and how their role as youth workers may shift.
 - b. Collect testimony from one hundred (100) youth workers about their work in the time of COVID-19 with similar lines of inquiry to those asked in the focus groups in subsection a of this Section.
 - c. Collect survey data about youth experience during COVID 19 through the Youth Ask Youth (“YAY”) census.
 - d. Develop a participatory mapping initiative to co-construct a NYC Future Map, which is a map that uses YAY census data and recommendations to inform what young people would like to see more of in NYC.
 - e. Analyze census data along with external data sources, which may include COVID-19 rates, economic indicators [business closures], academic/school and measures.
 - f. Use data science methods, including machine learning, and geographic information systems to examine the impact COVID-19 has on particular geographic areas in which DYCD programs are embedded.
- C. **DYCD-funded Program Collaboration.** CUNY shall collaborate DYCD to identify twenty (20) DYCD-funded programs that are located in the hardest hit areas by COVID 19 looking for geographic and programmatic diversity.

- a. Each program shall be offered a stipend to participate in three (3) aspects of data collection:
 - i. Collecting testimonies from youth workers on youthwork in the time of COVID 19 and their vision for building back using Memria, a web-based platform that CUNY shall secure to capture and share feedback and stories through audio and text.
 - ii. Involving youth participants in taking the annual Youth ask Youth census that has COVID-19 specific questions via Amplify technology.
 - iii. Mapping potential via our mapping tool.
 - b. Ten (10) of the twenty (20) DYCD-funded programs may receive additional incentives to engage in:
 - i. Staff focus groups; and
 - ii. Constituent focus groups (youth or staff).
- D. **Products.** CUNY shall share all reports and products resulting from this research with DYCD, including:
- a. A research brief on the findings across the various methods.
 - b. An online archive of youth worker oral histories about youth work in the time of COVID-19 to be housed at the Youth Studies program for posterity.
 - c. A layered map of the impact of COVID-19 on communities via census data and other publicly available data and youth and youth worker’s visions of how we could build back better.
 - d. A searchable database for DYCD programs to explore the Youth Ask Youth census data for their neighborhood.
- E. **Confidentiality.** CUNY shall abide by any Institutional Review Board-requirements for the collection and protection of research data for this project and any applicable amendments.

II. Payment Schedule

CUNY shall provide invoices for no more than \$150,000 to DYCD for payment of services rendered. CUNY shall submit each invoice to DYCD no later than thirty (30) days following the end of the service period ending on June 30, 2021.

Exhibit B-2
Budget

Personnel Services (PS)	Classification	Salary/Rate	FTE/Hours	Total
Specialist	RF PT A	\$ 50	100	\$ 5,000
Co-Project Director	RF PT A	\$ 60	300	\$ 18,000
Project Associate	RF PT B	\$ 50	60	\$ 3,000
Micro Computer Specialist	RF PT B	\$ 135	56	\$ 7,500
Specialist	RF PT B	\$ 40	188	\$ 7,500
				\$ -
				\$ -
				\$ -
Total Salaries				\$ 41,000
MTA Payroll Tax		0.34%		\$ 139
Fringe Benefits - RF FT Regular		38.00%		\$ -
Fringe Benefits - RF PT A		38.00%		\$ 8,740
Fringe Benefits - RF PT B		9.00%		\$ 1,620
Fringe Benefits - Tax Levy Release Time		51.00%		\$ -
Fringe Benefits - Tax Levy Summer Salary		26.70%		\$ -
Total Personnel Services				\$ 51,499
Other than Personnel Services (OTPS)		Unit Price	Units	Total
				\$ -
				\$ -
Fellowships	MA Student	\$ 2,200	5	\$ 11,000
Fellowships	Youth	\$ 1,500	10	\$ 15,000
Fellowships	Data Science	\$ 2,864	1	\$ 2,864
Training Allowances	Focus Group Stipend	\$ 25	200	\$ 5,000
Training Allowances	Testimony Stipend	\$ 20	200	\$ 4,000
Consultants	Website Archive	\$ 6,000	1	\$ 6,000
Consultants	Site Incentives	\$ 1,000	10	\$ 10,000

Training Allowances	YAY census Incentive	\$ 25	1000	\$ 25,000
Computer Software (non-cap)	Memria	\$3,000	1	\$ 3,000
Training Allowances	Mapping Incentive	\$ 15	200	\$ 3,000
Total OTPS				\$ 84,864
Subtotal (PS + OTPS)				\$ 136,363
Indirect Costs - Research Fdn of CUNY			10%	\$ 13,636
TOTAL				\$ 150,000