

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE RICHMOND COUNTY DISTRICT ATTORNEY'S OFFICE

AND

NYC DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

This memorandum of understanding ("MOU") is made between the Richmond County District Attorney's Office ("RCDA"), located at 130 Stuyvesant Pl, Staten Island, NY 10301, and the New York City Department of Youth and Community Development ("DYCD"), located at 2 Lafayette Street, 21st Floor, New York, NY 10007, (the "Parties").

WHEREAS, RCDA is the chief law enforcement agency in Richmond County (Staten Island) whose mission is to vigorously prevent and prosecute crimes within its jurisdiction as well as to support initiatives that enhance public safety and improve the fair administration of justice; and,

WHEREAS, DYCD funds programs that provide services for youth and adults at approximately 94 NYCHA community centers across New York City (the "Cornerstone Program"), which are operated by not-for-profit organizations ("Providers") through contracts with DYCD; and

WHEREAS, a community survey and convening in 2016 spurred by the Take Care New York 2020 (TCNY 2020) grant awarded by the New York City Department of Health and Mental Health to the Staten Island Partnership for Community Wellness found that in the Stapleton and Park Hill neighborhoods, Staten Islanders felt that violence was the most pressing health issue in their community, which was being driven by unemployment and lack of youth programming; and

WHEREAS, The Gerard Carter Center is located in the Stapleton and Park Hill neighborhood, a traditionally underserved community, and is one of seven on the Island. Notably, it is the only community center of its kind with facilities to accommodate the recreational, musical, and academic components of this program. The Gerard Carter Center at Stapleton Houses has a Cornerstone program, operated by the Jewish Community Center of Staten Island ("JCC") under contract with DYCD (the "Cornerstone Contract"); and,

WHEREAS, The Center's current hours are: Winter, Monday-Friday: 2:00pm-10:00pm; Saturday: 10:00am-5:00pm; Summer (July-Aug), Monday - Friday: 8:00am-11:00pm; Saturday and Sunday: 3:00pm-11:00pm; and

WHEREAS, this MOU is designed to support the Saturday Sessions Initiative (the "Initiative"), which will allow for the modification of the Cornerstone Contract to extend the hours of the Gerard Carter Center on Saturdays with a mission of preventing crime and improving academic performance among at-risk youth (ages 11-17) by empowering participants to develop the skills, knowledge, and meaningful relationships necessary to reaching their fullest potential; and,

WHEREAS, the Saturday Sessions Initiative ideally would be hosted in-person at the Gerard Carter Center, but due to the COVID crisis, this MOU allows for this Initiative to be hosted virtually; and,

WHEREAS, Saturday Sessions will promote positive youth development and provide disadvantaged youth with high quality skill-development activities (e.g., sports, dance, musical education, or other art and fitness activities), as well as positive and meaningful interaction with local law enforcement, on Saturday evenings, which will directly improve both quality of life, youth services, and public safety in a neighborhood where shootings, gang activity, and crime is at one of the highest levels in the borough; and

WHEREAS, the parties hereto desire to set forth their responsibilities in connection with the project; and,

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, and based upon the foregoing recitals, which form a part of the Agreement, it is hereby mutually agreed by the undersigned as follows:

TERM OF AGREEMENT

1. The term of this Agreement shall begin on November 7, 2020 and shall terminate on June 5, 2021 (the "Term").
2. The Agreement may be renewed in writing, subject to the availability of funding, for two additional one-year terms, upon the mutual consent of the parties, unless terminated earlier in accordance with the provisions of Section G.

SCOPE OF SERVICES

1. DYCD will amend the Cornerstone Contract for the Term of this MOU such that the JCC will provide Saturday Sessions at the Gerard Carter Center and shall include the following terms:
2. An increase in the hours of operation to include Saturday Sessions from 6:00pm to 8:00pm when run virtually.
3. Staff and services for general continued operation of the Gerard Carter Center

on Saturday Sessions. The staffing structure and service budget is outlined in Appendix A.

4. Although ideally Saturday Sessions would be hosted as in-person programming at the Gerard Carter Center, due to the COVID crisis, this MOU allows for virtual programming unless and until it is safe to resume in-person. The budget included in Appendix A anticipates virtual-only programming for Fiscal Year 2021 and would require modification should circumstances allow for in-person programming.
5. During Saturday Sessions, when crime and victimization rates are at their peak, the JCC will provide high quality skills-development activities to youth (boys and girls, ages 11-17) that strive for the following:
6. Programs must be led by professionals who are passionate, credible, and talented in whichever skill they teach, and equally as passionate in engaging youth and promoting supportive learning environments; and,
7. The content of high-quality virtual programming is fun, engaging, and offers youth ample opportunities to learn and develop skills each and every session; and,
8. In addition to concrete skills (e.g., sports, dance or other fitness activities), programs will provide youth opportunities for character, or "soft skills," development, as coordinated by the JCC Staff, RCDA, and local law enforcement personnel. These topics could include but are not limited to drug/gang awareness and prevention, problem solving, decision-making, goal setting, conflict resolution, responsibility, integrity, positive anger expression, etc. RCDA may supplement or arrange for special paid programming through the use of funds not provided under this MOU; and,
9. Activities will offer opportunities for leadership development (e.g., youth organized/led events) and will promote teamwork through ongoing group projects/leagues/competition; and,
10. Programs will establish ways for youth to receive public recognition for program achievements. These can range from public performances to award ceremonies; and,
11. Programs use incentive-based methods for retaining youth (e.g., special jerseys for regular attendance, tournament trophies, field trips, etc.) to the extent permitted by applicable terms of the Cornerstone Contract. These incentive-based methods may be supplemented by RCDA with funding not provided under this MOU; and,
12. Programs will provide opportunities for regular and consistent interactions with law enforcement and other members of government and community leadership roles.

13. The JCC will collect from all youth participants a registration form prior to their participation in the Saturday Sessions program. The JCC shall produce on an ongoing basis to DYCD and RCDA a bi-weekly attendance report of youth enrolled in program. The JCC will be required to electronically track Saturday Sessions participants' demographic and attendance information. Such participant demographic and attendance information is referred to as ("Participant Information") and shall consist of participant name, address, and age. Any Participant Information shared with or obtained by RCDA shall be used solely to monitor attendance and outcomes at the Saturday Sessions. RCDA shall restrict access to all Participant Information to those personnel whose Saturday Sessions oversight responsibilities cannot be accomplished without such access. RCDA shall not use, share, or make accessible any Participant Information or any information derived thereunder without prior written authorization from DYCD. RCDA shall hold Participant Information and any derived information thereunder confidential both during and after the completion or termination of this MOU. Under no circumstances shall RCDA use any such information for law enforcement purposes. A breach of this provision shall result in the immediate termination of this MOU. JCC will report on monthly performance indicators (outlined below). Outcome indicators will include the following:
- a. Total number of distinct participants enrolled in Saturday Sessions-sponsored activities during reporting period.
 - b. Number of participants that attended Saturday Sessions-sponsored activities each weekend session during reporting period.
 - c. Participant retention for a minimum of 3 months, 6 months and 1 year.
 - d. Qualitative narrative describing the program activities to date and context of the outcomes listed above.
14. RCDA's Community Partnership Unit and other staff will provide ongoing support and technical assistance to the program. The RCDA Director of Youth and Prevention Programs will be designated as the Saturday Sessions Coordinator who will ensure that each weekend session is properly staffed, that recruitment and attendance levels are high, and that new and engaging special programming is arranged for on a regular basis.
15. RCDA will cover the cost and expenses of any guest speakers or trainers that RCDA invites to the Saturday Sessions or trainings throughout the term of this MOU.
16. RCDA will coordinate collaborations with community partners and local organizations to ensure that participants have as many opportunities as possible to interact in a positive way with law enforcement and community partners.
17. Saturday Sessions contracted staff and supervisors will be expected to participate in quarterly meetings convened by RCDA to promote cross-site learning and coordination. Staffing at the site should include, at a minimum, all positions listed

in Appendix A.

PAYMENT TERMS

1. RCDA agrees to pay and DYCD agrees to accept and serve as a financial intermediary to the JCC Cornerstone Program, for the performance of services hereunder, an amount not-to-exceed \$6,705.00 for the term of this Agreement pursuant to the approved budget annexed hereto as Attachment A, which is hereby made a part of the Agreement. This funding will allow for the supplementation and expansion of the Cornerstone Contract terms.
2. RCDA will transfer \$6,705.00 via intracity budget modification to DYCD upon execution of this MOU.
3. Payment practices and requirements from DYCD to the JCC shall remain consistent with terms set forth in their Cornerstone contract, as amended to add the Saturday Sessions.

COMPLIANCE WITH LAW

1. The services rendered under this Agreement shall be performed in accordance with the applicable provisions of Federal, State and Local Laws, rules and regulations.

CONFIDENTIAL INFORMATION

1. The parties agree to hold all individually identifiable information obtained, learned or developed under or in connection with this Agreement confidential in accordance with applicable federal, state and local laws and regulations.
2. All of the reports, information or data furnished to, or prepared, assembled or used under this Agreement are to be held confidential and the same shall not be made available to any individual or organizations without the prior written approval by DYCD and RCDA, as appropriate, except as authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction.
3. The provisions of this Article shall remain in full force and effect following the termination of, or cessation of, the services required by this Agreement.

PUBLICITY

1. No reference to RCDA or any other partnering agency shall be made in any advertising or publicity matter related to the Initiative without prior written approval from the Richmond County District Attorney.

MODIFICATION AND AMENDMENT

1. This Agreement may be modified upon mutual agreement between the parties set forth in writing and signed on behalf of each of the Parties. It may not be modified orally.

TERMINATION

1. This MOU automatically terminates on the agreed upon End Date.
2. Either party may terminate this MOU without cause (a) upon thirty (30) days written notice to the other party, or (b) immediately by mutual written consent of the parties.
3. Any party may terminate this MOU immediately if, in such party's reasonable judgment, just cause exists.
4. In the event of early termination of the Cornerstone Contract or this MOU, RCDA will pay all reasonable costs associated with this MOU incurred by JCC up to the date of termination.
5. In the event of default by JCC of its obligations under its Cornerstone Contract as determined by DYCD, RCDA may terminate the performance of work by JCC with an immediate written STOP WORK notice to DYCD.
6. In the event that RCDA's funding is terminated for any reason, RCDA may terminate this MOU by written notice to DYCD.
7. In the event of early termination, RCDA will pay DYCD a pro-rated share of the total MOU amount as calculated by the percentage JCC completed of each Saturday Session.

FORCE MAJEURE

1. Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, natural catastrophes, national strikes, fire, explosion, generalized lack of availability of raw materials or energy, or any other unforeseen cause that is mutually agreed upon by the parties to be similar in nature.
2. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
3. In addition, the party or parties affected by Force Majeure shall provide prompt

written notice to the other party of the occurrence of the Force Majeure event, in reasonable detail, and the expected duration of the event's effect on the party. In the event that a disruption of one party's performance due to Force Majeure extends beyond four weeks is cause for termination of this Agreement.

NOTICES

1. All notices and requests hereunder by either party shall be in writing and directed to the address of the parties as follows:

Richmond County District Attorney's Office
130 Stuyvesant Place
Staten Island, New York 10301
Attention: Ashleigh Owens, Chief of Staff

NYC Department of Youth and Community Development
2 Lafayette Street, 21st Floor
New York, New York 10007
Attention: Caroline Press, General Counsel

RETENTION OF RECORDS

1. The Parties agree to retain copies of all their respective records related to this Agreement for a period of seven (7) years after the final payment or termination of this Agreement, whichever is later. Federal, State and City auditors, and any other persons duly authorized by DYCD or RCDA, shall have full access to, and the right to, examine any of the said documents during said six (6) year period.

MISCELLANEOUS

1. Pending resolution of any dispute, the Provider shall proceed diligently with the performance of its obligations under this Contract.

ENTIRE AGREEMENT

1. This Agreement contains all the terms and conditions agreed upon by the Parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto, or to vary any of the terms contained herein.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereby execute this Agreement on the date set opposite their respective signatures.

RICHMOND COUNTY DISTRICT ATTORNEY'S OFFICE

By: *Ashleigh J. Owens*
Name: Ashleigh J. Owens
Title: Chief of Staff
Date:

NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

By: *Caroline Press*
Name: Caroline Press
Title: General Counsel
Date *01/26/2021*

Attachment A

Budget

*Sample Site Budget

PS	# of Staff	Hourly Rate	Hours	Wages	Wages w/Fringe @ 35%
Part time staff	4	\$22.00	28	\$ 2,464.00	\$ 3,326.00
Security Guard	0	\$30.00	-	\$ -	\$ -
Supervisor	1	\$41.00	28	\$ 1,148.00	\$ 1,550.00
Custodian	0	\$25.00	-	\$ -	\$ -
Total PS Cost	5		56	\$ 3,612.00	\$ 4,876.00
OTPS					\$ 1,219.00
Indirect @ 10%					\$ 610.00
Total Cost Per Site					\$ 6,705.00
Price Per Participant					\$ 67.05

Appendix A
Program Staffing

1. Part Time Staff

2. Supervisor