

CONNECT OLDER NEW YORKERS INITIATIVE
MEMORANDUM OF UNDERSTANDING BETWEEN
THE NEW YORK CITY OFFICE OF TECHNOLOGY AND INNOVATION
AND
THE NEW YORK CITY DEPARTMENT FOR THE AGING

This Memorandum of Understanding (“MOU”) dated December 12, 2024, is entered into by and between the New York City Office of Technology and Innovations, having an office at 2 MetroTech Center, P-1 Level Mailroom, Brooklyn, New York 11201 (“OTI”), the New York City Department for the Aging, having an office at 2 Lafayette Street, New York, New York 10007 (“NYC Aging”). OTI and NYC Aging may be referred to individually as a “**Party**,” and together as the “**Parties**.”

R E C I T A L S

WHEREAS, the City of New York (“City”) is committed to ensuring all New Yorkers have access to high-speed broadband internet services and are able to benefit from that access.

WHEREAS, OTI has outlined a vision for broadband and digital equity in its forthcoming “Broadband and Digital Equity Roadmap” that acknowledges that all New Yorkers need access to affordable broadband - both wired connectivity at home and wireless connectivity on the move. This roadmap recognizes that internet alone will not bridge the digital divide. New Yorkers must have equitable access to resources and tools that empower them, including digital literacy training, affordable devices, digital privacy tools, and technical support and guidance.

WHEREAS, NYC Aging is committed to providing safe and inclusive services for diverse, older New Yorkers.

WHEREAS, OTI and NYC Aging agree to collaborate to determine what is needed to materialize the vision for broadband and digital equity in OTI’s forthcoming “Broadband and Digital Equity Roadmap.”

NOW, THEREFORE, the Parties agree as follows:

1. TERM & TERMINATION

- 1.1 This MOU shall become effective on the date (the “Effective Date”) on which both Parties have duly executed this MOU. If the Parties sign on different dates, the Effective Date shall be the date on which the last Party signs.
- 1.2 The term of this MOU shall commence on the Effective Date and shall continue until June 30, 2025, unless earlier terminated in accordance with the provisions of this MOU.

1.3 Either Party may, at any time, and for any reason, terminate this MOU by giving thirty (30) days' written notice to the other Party.

2. OTI RESPONSIBILITIES

2.1 OTI will request that the New York City Office of Management and Budget ("OMB") allocate existing capital funding from Project ID 858 BROADBAND, currently funded in capital budget line PU-16, to the capital budget lines of NYC Aging, not to exceed the amounts outlined in Exhibit A.

3. NYC AGING RESPONSIBILITIES

3.1 NYC Aging agrees to only use the capital funding OTI provided as outlined in Exhibit B, and will fund the associated expenses either within their existing Other Than Personal Services ("OTPS") budget, or will request a new need directly from OMB.

4. MISCELLANEOUS

4.1 Entire Agreement. This MOU 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 MOU shall be deemed to exist, or to bind either of the Parties hereto, or to vary any of the terms contained herein.

4.2 Counterparts. This MOU may be executed in counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

4.3 Notices. All notices and communications under the terms of this MOU directed to a Party shall be sent to the following representatives via email:

To OTI:

Office of General Counsel, legalservices@oti.nyc.gov

To NYC Aging:

NYC Department for the Aging

2 Lafayette Street, 7th Floor

New York, NY 10007

Attn: Penney Vachirapapun, General Counsel

Email: pvachirapapun@aging.nyc.gov

With a copy to:

NYC Department for the Aging

2 Lafayette Street, 7th Floor

New York, NY 10007

Attn: Adam Wysocki, Deputy Commissioner, Planning and Strategic Initiatives

Email: awysocki@aging.nyc.gov

4.4 No Third-Party Beneficiary. This MOU shall be binding upon and for the benefit of the Parties and each of their respective successors and permitted assigns. The provisions of the MOU shall be solely for the benefit of the Parties hereto and no other person or entity shall be a third-party beneficiary hereto.

4.5 Modification. This MOU may only be modified by a written amendment that is signed by the Parties.

4.6 The Parties are signing this MOU as of the date set forth below each of their signatures.

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

Office of Technology and Innovation

New York City Department for the Aging

By: Edwin Pemberton
Edwin Pemberton (Dec 26, 2024 09:27 EST)

By: Penney Vachirapapun

Name: Edwin Pemberton

Name: Penney Vachirapapun

Title: Dep Comms of Management and Budget

Title: General Counsel

Date: 12/26/2024

Date: 12/12/2024

Exhibit A

Broadband Initiative	OTI Capital Allocation to Agency	NYC Aging Responsible Expense Projection				
		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
New York City Aging - Connect Older New Yorkers	\$1,256,698	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000
Total	\$1,256,698	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000

Exhibit B

Initiative 1

Initiative Title:	Connect Older New Yorkers
Agency Partner(s):	NYC Aging
Initiative Description:	<p>The Public Computing Centers (PCCs) housed in Older Adult Centers (OACs) were created to deliver and bridge the digital divide among the New York City older adult population. However, this initiative will initially focus on OAC locations which are housed in the city-owned spaces.</p> <p>Overall, there are more than 300 OACs and affiliated sites throughout the five boroughs that provide healthy meals, in-person and virtual activities, digital literacy classes, fitness programs and social services. OAC membership is free and open to all New Yorkers aged 60 and older. Studies have shown that older adults report feeling healthier, more positive and less socially isolated after becoming members of an OAC.</p>
Justification and Equity Outcome:	<p>The City acknowledges that all New Yorkers need access to affordable broadband: both wired connectivity at home and wireless connectivity on the move. The Internet alone will not bridge the digital divide; New Yorkers must have equitable access to resources and tools that empower them, including digital literacy training, affordable devices, digital privacy tools, and technical support and guidance. Public computer centers (PCCs) are a critical resource, supporting public access to the Internet and digital tools, and providing social and technical support for residents, as well as wide-ranging instruction in digital skills.</p>
Estimated Overall Cost:	\$1,256,698
Cost Detail:	Refer to OAC Computer Lab Cost Estimate Backup for additional detail.