

MEMORANDUM OF UNDERSTANDING

between

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

and

THE NEW YORK CITY DEPARTMENT OF EDUCATION

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**” or “**Agreement**”) effective as of July 1, 2025, between the New York City Department of Youth and Community Development (“**DYCD**”), having its principal office located at 2 Lafayette St., New York, NY 10007, and the New York City Department of Education (the “**Board**,” the “**BOE**,” the “**NYCDOE**” or “**DOE**”), having its principal office located at 52 Chambers Street, New York, NY 10007 (each a “**Party**,” and collectively the “**Parties**”).

WHEREAS, the New York City Department of Health and Mental Hygiene (“**DOHMH**”) entered into an agreement (“**Contract**”) (EPIN 81622P0005001) with a vendor (“**Provider**”) to provide Making Waves Program and Lifeguard Training Program (the “**Program**”) services, which is a collaborative program between DOHMH, DYCD, and DOE to close the gap in equitable access to learn to swim resources by providing free water safety and swim instruction to young people ages six through eighteen in low-income neighborhoods, with the aims of reducing the disproportionate risk of drowning among Black and Latinx youth, and providing opportunities for physical activity and recreation;

WHEREAS, as part of the Program, DOHMH and DOE entered into a Memorandum of Agreement, in which DOE agreed to temporarily permit limited access and use of DOE swimming pools and other DOE spaces needed for DOHMH to implement the Program during the period of July 1, 2024 through June 30, 2025; and DOHMH agreed to disburse funds to DOE through an intracity funding transfer for the costs of accessing and using DOE swimming pools and related facilities;

WHEREAS, DOHMH has assigned the remaining portion of the Contract to implement, administer, and oversee the Program to DYCD, effective July 1, 2025, through the end of the term, December 31, 2028;

WHEREAS, DYCD operates the Program to teach children how to swim to reduce drowning and near-drowning incidents within New York City, and to equip participants with critical water safety, rescue, and emergency response skills while fostering leadership and workforce readiness;

WHEREAS, DYCD and DOE continue to collaborate on the implementation of the Program;

WHEREAS, the Parties wish to enter into this Agreement to establish the Parties' responsibilities with respect to the implementation of the Program, including DOE granting access to DOE swimming pools and other spaces for the purposes of the Program during the period of July 1, 2025, through June 30, 2026, and DYCD disbursing funds to DOE in Fiscal Year 2026 ("FY26") in an amount not to exceed \$127,969.64, for the cost of extended use permits to use DOE swimming pool(s) and related facilities at six (6) locations;

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

1. **Costs.** DYCD shall reimburse DOE via interagency funds transfer for the costs set forth in Exhibit B, Budget, attached hereto and made a part hereof, for the extended use permits to use the swimming pool(s) and other required spaces and staffing at six (6) locations listed in Exhibit B.
2. **Terms and Conditions.** The Parties agree to the terms and conditions set forth in Exhibit A, Scope of Work, attached hereto and made a part hereof.
3. **Term.** The term for the permitted access under this agreement shall be from July 1, 2025, through June 30, 2026 (the "**Term**"). The City fiscal term applicable to this Agreement is FY26.
4. **Renewal.** The Parties may renew this Agreement for subsequent one (1) year terms, contingent upon the availability of funding and continuation of the Program.
5. **Termination.** Either Party may terminate this Agreement by providing at least ten (10) days prior written notice to the other Party. In the event DYCD terminates this Agreement prior to the end of the Term in accordance with this Section 4, DYCD shall fully reimburse DOE for all costs incurred by DOE, including all costs incurred through proceed notices issued to DOE vendors, through the date of DOE's receipt of the termination notice from DYCD.
6. **Cost, Transfer of Funds, and Payment.** The total cost of this Agreement shall not exceed \$127,970 ("Agreement Amount") which includes the costs incurred by DOE to provide access to the six (6) swimming facilities as set forth in Exhibit B. DYCD shall transfer the Agreement Amount via an intracity budget modification within the City's Financial Management System ("FMS") following execution of this Agreement, and disburse funds to DOE within thirty (30) days of receipt of certified intracity invoices for expenditures incurred in the performances of the services and fulfillment of the obligations described herein. Invoices must include all supporting documentation and be submitted for all costs associated with providing the services under this Agreement. DYCD shall review each

invoice and process reimbursements in the form of IETC payment. All invoice submissions must be made at least thirty (30) days prior to the cutoff date established by the New York City Comptroller for processing intracity payments. Intracity invoices shall be submitted to:

NYC Department of Youth and Community Development
123 William Street, 17th Floor
New York, NY 10038
Attn: Agency Payment Unit
Email: DYCDAccountsPayable@dycd.nyc.gov

7. Miscellaneous

- a. **Modification.** No modification, amendment, waiver, or release of any provision of this Agreement shall be effective unless in writing and duly executed by the Parties.
- b. **Merger.** This Agreement contains all the terms and conditions agreed upon by the Parties hereto and no other agreement regarding the subject matter of this Agreement, oral or otherwise, shall be deemed to exist or bind any of the Parties hereto or to vary any of the terms contained herein.
- c. **Retention of Records.** The Parties agree to maintain copies of all financial and work reports, and audits reflecting the services rendered hereunder and fiscal accountability of all monies appropriated and spent thereby, for six (6) years from termination of this Agreement, and shall make such copies available and shall submit to the other Party upon request.
- d. **Execution of Agreement.** This Agreement may be executed in any number of counterparts, each when so executed and delivered shall be deemed original, and all such counterparts together shall constitute one and the same instrument.
- e. **Electronic Signatures.** The Parties agree that the electronic signature of a Party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such Party to this Agreement.
- f. **Notices.** All notices required by this Agreement shall be given in writing and shall be sent by mail, or electronic mail, or overnight delivery service to the following addresses:

To DYCD:

NYC Department of Youth & Community Development
2 Lafayette Street, 21st Floor
New York, NY 10007
Attn: Jessica Vides-Hernandez, Assistant Commissioner
Email: jvides@dycd.nyc.gov
CC: Sarah Friedman, Acting General Counsel
Email: sfriedman@dycd.nyc.gov

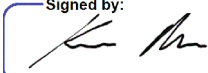
To DOE:

NYC Department of Education
Division of School Facilities
4436 Vernon Blvd., 5th Floor
Long Island City, NY 11101
Attn: Joe Lazarus, Senior Executive Director
Email: jlazarus2@schools.nyc.gov

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date and year first written above:

**NEW YORK CITY DEPARTMENT OF
EDUCATION**

By:  Signed by:
6594994203854E0...

Name: Kevin Moran

Title: Deputy Chancellor of Operations

Date: 4/6/2026

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

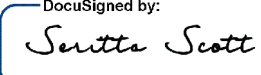
By: 

Name: Sarah Friedman

Title: Acting General Counsel

Date: 4/9/2026

**NEW YORK CITY DEPARTMENT OF
EDUCATION**

By:  DocuSigned by:
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Name: Seritta Scott

Title: Chief Financial Officer

Date: 4/7/2026

**NEW YORK CITY DEPARTMENT OF
EDUCATION**

By:  DocuSigned by:
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Name: Debra Maldonado

Title: Executive Deputy Counsel

Date: 4/6/2026

EXHIBIT A – SCOPE OF WORK

NYC DYCD and DOE

“Making Waves – DYCD Summer Campers in DOE Pools”

Term: July 1, 2025-June 30, 2026

The Parties agree as follows:

1. **Scope of Work.** The purpose of this Agreement is to procure extended use permits for the use of DOE swimming pool(s) and other required spaces and staffing at six (6) school locations between the period of July 1, 2025, through June 30, 2026.

The DOE facilities may be utilized by the DYCD Making Waves Program. The Parties recognize the importance of teaching life-saving skills to children, such as swimming, in order to reduce drowning and near drowning incidents within the City. Furthermore, the Parties recognize that children from lower income families are at higher risk due to low rates of swimming ability, and as such wish to enter into this Agreement for DYCD to pay DOE for the cost of the extended use permits for the space required for City children from the DYCD sponsored summer camps to use for learning to swim programming offered by MWP.

2. **Terms and Conditions.**

- a. **DOE Terms.** In coordination with DYCD, DOE shall provide access to swimming facilities and all related school facilities, including but not limited to restrooms, changing rooms, showers with available hot water, etc., for six (6) DOE facilities, as listed in Exhibit B. DOE shall ensure that each facility made available to DYCD, its contracted Provider, and Program participants under this Agreement has and maintains:

- i. Appropriate areas in each facility in which swimming is permitted;
- ii. All necessary permits;
- iii. An aquatic safety plan;
- iv. Adequate sanitation and disinfection of pool and facilities;
- v. Necessary lighting; and
- vi. Safe and adequate communal areas for program participants and staff.

- b. **DYCD Terms.** DYCD shall:

- i. Acquire all necessary approvals to add aquatic programming to its camp safety plans;
- ii. Reimburse DOE for the costs set forth by DOE for the extended use permits for the swimming pool(s) and other required spaces, and staffing at six (6) school locations; and
- iii. Pay DOE an amount not to exceed \$127,969.64 for the Term, to cover the costs of DOE use permits for six (6) swimming pool locations.

- c. **Amendments.** The Parties may amend this Agreement to add extended use permits for additional dates and/or time at any of the locations set forth in Exhibit B. Any such additional dates, times, and applicable costs agreed to in writing by the Parties shall be deemed incorporated into and governed by this Agreement.

EXHIBIT B - BUDGET

NYC DYCD and DOE

“Making Waves – DYCD Summer Campers in DOE Pools”

Term: July 1, 2025-June 30, 2026

DOE agrees to acquire extended use permits at the following locations and times for DYCD’s use for the Making Waves Program:

Borough & Permit #	Building ID	Building Name	Start Date	End Date	Time	Permit Cost
Brooklyn CQ6289	K435	THOMAS JEFFERSON HIGH SCHOOL - BROOKLYN	7/7/25	8/15/25	9am-8pm	\$49,135.50
Manhattan CQ5745	M445	SEWARD PARK HS – MANHATTAN	7/7/25	8/15/25	9am-2:30pm	\$23,645.70
Queens CQ8708	Q465	FAR ROCKAWAY HS - QUEENS	7/28/25	8/12/25	9am-6pm	\$9,504.00
Queens CR4442	Q465	FAR ROCKAWAY HS – QUEENS	8/15/25	8/15/25	9am-6pm	\$880.00
Staten Island CQ7837	R450	CURTIS HS - STATEN ISLAND	7/7/25	8/08/25	9am-1pm	\$18,635.00
Bronx CR0020	X032	PS 32 - BRONX	7/14/25	8/15/25	9am-6pm	\$24,035.00
Bronx CW6911	X455	HARRY S TRUMAN HIGH SCHOOL – BRONX	2/9/26	6/5/26	3:30pm- 5:30pm	\$2,134.44
Total						\$127,969.64