

**RESOLUTION NO. \_\_\_\_\_**  
**JUNE 15, 2021**

**RESOLUTION AUTHORIZING THE MAYOR AND COMMISSIONER OF  
PUBLIC WORKS TO EXECUTE A MEMORANDUM OF UNDERSTANDING  
WITH THE FRIENDS OF THE PUBLIC SQUARE HUDSON, INC.**

**WHEREAS** the City of Hudson (the “City”) is responsible for the management, maintenance, and operation of the parks in the City, including a property known as the Seventh Street Park, bounded by Warren Street, Park Place, Columbia Street and 7th Street (the “Park”), and has the authority to plan, develop, conduct and enter into arrangements with public or private organizations to ensure the beneficial use of parks by the Hudson residents and visitors;

**WHEREAS** the Friends Of the Public Square HUDSON, Inc. (“FOPS”) was formed for the purpose of entering into a public/private partnership with the City to enhance and maintain the Park as a vibrant and welcoming public square for the enjoyment of the City’s residents and visitors to the business district surrounding the Park;

**WHEREAS** FOPS has offered to provide advice from professional landscape architects on ways to improve the Park and plans to pay for improvements to the Park with public and private grants, as well as private donations;

**WHEREAS** FOPS plans to seek broad public engagement prior to recommending significant changes to the Park and will seek to organize volunteers to help maintain the Park; and

**WHEREAS** in furtherance of thereof, FOPS has provided a Memorandum of Understanding, a copy of which is an exhibit attached hereto;

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council hereby authorizes the Mayor and the Commissioner of Public Works to execute a Memorandum of Understanding with the Friends Of the Public Square HUDSON, Inc.

Introduced: \_\_\_\_\_

Seconded: \_\_\_\_\_

Approved: \_\_\_\_\_

Mayor Kamal Johnson

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE CITY OF HUDSON, NEW YORK**

**And**

**FRIENDS OF THE PUBLIC SQUARE HUDSON, Inc.**

**THIS MEMORANDUM OF UNDERSTANDING** (the “**Memorandum**”) is entered in to between by and between the City of Hudson, New York (“**City**”) and the Friends Of the Public Square HUDSON, Inc., a not-for-profit corporation incorporated under the law of the State of New York (“**FOPS**”) (together the “**Parties**”).

**RECITALS:**

WHEREAS the City holds all right, title and interest in the property known as the Seventh Street Park, bounded by Warren Street, Park Place, Columbia Street and 7<sup>th</sup> Street (the “**Park**”);

WHEREAS the City has the authority to plan, develop, conduct and enter into arrangements with public or private organizations to ensure the beneficial use of the Park and, through its Department of Public Works (“**DPW**”), maintains and operates the Park;

WHEREAS FOPS, a not-for-profit corporation formed under the laws of the State of New York, was organized to assist the City through a public/private partnership to help ensure that the Park is enhanced and maintained as a public square for the enjoyment of the City’s residents and visitors to the business district surrounding the Park, and is seeking to attain authorization to raise funds from the New York State Charities Bureau and tax-exempt status from the Internal Revenue Service under Section 501(c)(3) of the Internal Revenue Code;

WHEREAS the City’s Common Council expressed its support and enthusiasm for FOPS’ efforts to work with the City to improve the Park;

WHEREAS the City, the DPW and FOPS, without usurping the rights and responsibilities of the City and DPW in maintaining and operating the Park, intend to work together to create an effective public/private partnership in furtherance of the joint and consistent objectives of the City and FOPS, bringing to the City, among other things, engagement from the Community, various stakeholders in the Park and expertise from professional landscape architects and other institutions regarding the restoration, enhancement, development and operation of the Park, coordinating their efforts to best serve the City and its visitors;

WHEREAS projects to be undertaken by FOPS will include the replacement, update, and refreshing of the Park's paths, benches, water feature/fountain, landscaping, lighting, trash receptacle and plant care, and may include removal of extraneous structures or signs as mutually agreed;

WHEREAS programs to be undertaken by FOPS may include volunteer activities, such as clean-up, bench painting, planting flowers, mulching, and other improvement projects that may be mutually agreed in the future;

WHEREAS FOPS intends to augment funding for the Park through solicitation of private and public funds and/or available grants not otherwise available to or pursued by the City, together with resources generated by and/or available to FOPS in furtherance of the purposes set forth herein, including but not limited to labor through volunteers and otherwise, to assist in bringing about the common objective of the Parties; and

WHEREAS this Memorandum is intended to establish and outline the public/private partnership between the City and FOPS in furtherance of these joint objectives;

**NOW, THEREFORE**, the City and FOPS, to the extent authorized by law, agree as follows:

1. FOPS shall become and remain a not-for-profit corporation with all revenues used to cover FOPS' costs and to fund capital projects and/or operational expenses for the benefit of the Park.
2. The City and DPW retain responsibility for the maintenance of the Park, including the trees, lawns, and hardscape, including the fountain, pathways, fencing and structures. FOPS will consult with the City on such maintenance.
3. The City and the DPW Commissioner ("**Commissioner**"), as reasonably practical, shall solicit and take due consideration of input from FOPS in preparing the operating budget for the Park.
4. The City and Commissioner shall have final authority over all capital projects, programs and policies undertaken in the Park.
5. FOPS shall be responsible for deciding the projects and programs for which it will raise monies from donors, after engaging the Community to determine shared priorities.
6. FOPS shall share with the City information, as requested, regarding all plans and proposals for capital projects proposed for the Park, including research, designs and funding sources. The City shall provide FOPS with comments, review and approval on the design and construction work on projects in a timely manner.

7. The Parties will support each other's efforts regarding major fundraising projects. The City shall reasonably provide FOPS with requested information related to funding requirements, including letters of support.
8. The Commissioner shall permit access to the Park and its structures (including the fountain) at all reasonable times.
9. FOPS may provide services in the Park upon reasonable notice to and under the general supervision of the Commissioner, including horticultural, maintenance, design and construction (where approved by the City and in accordance with applicable laws, including the City Charter and Code).
10. FOPS may use the Park, if approved by the City, for events that raise funds or bring positive attention to the Park.
11. FOPS shall advise the Commissioner on proper horticultural practices in the Park and receive an explanation if this advice is rejected.
12. The Commissioner shall give FOPS reasonable notice of the days on which DPW employees plan to prune bushes or undertake other horticultural projects in the Park and not object to the presence of FOPS volunteers when such projects are undertaken. FOPS volunteers shall not interfere in any manner with the activities of DPW employees in the Park.
13. FOPS and the Commissioner shall work together to organize and coordinate joint work done by FOPS and DPW employees. The City shall maintain the projects undertaken by FOPS upon completion and final acceptance by the City.
14. FOPS shall faithfully perform and carry out the provisions of the Memorandum and cause its agents and volunteers to conform with all laws applicable to FOPS' use and occupation of the Park.
15. FOPS assumes all risk in its operation pursuant to the Memorandum.
16. Prior to conducting any capital improvements in the Park, FOPS shall procure and maintain public liability insurance in commercially reasonable coverages of at least \$1 million, with the City named as an additional insured. Upon request certificates of insurance shall be provided to the City.
17. FOPS is responsible for the work, compensation and conduct of any agents performing work in the Park pursuant to this Memorandum. No acts by any of FOPS' agents shall make the City liable or responsible in any way.
18. If any provision of this Memorandum is held unenforceable for any reason, each and other provisions shall nevertheless remain in full force and effect.

19. FOPS shall maintain financial records of all projects undertaken with respect to this Memorandum, including agreements with third parties, and provide copies thereof to the City upon request.

**IN WITNESS WHEREOF**, the Parties have executed this Memorandum effective as of the date that it is signed by all Parties.

CITY OF HUDSON

By: \_\_\_\_\_  
Kamal Johnson, Mayor

CITY OF HUDSON DEPARTMENT OF PUBLIC WORKS

By: \_\_\_\_\_  
Peter Bujanow, Commissioner

FRIENDS OF THE PUBLIC SQUARE INC.

By \_\_\_\_\_

Name:

Title: