

RESOLUTION NO. ____

June 17, 2025

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO
EXECUTE A MEMORANDUM OF UNDERSTANDING WITH FRIENDS OF HUDSON
YOUTH, INC. IN CONNECTION WITH OAKDALE PARK**

WHEREAS, the City holds all right, title, and interest in the property known as Oakdale Park, located in the City of Hudson (the "Park");

WHEREAS, the City has the authority to plan, develop, construct improvements, and enter arrangements with public or private organizations to ensure the beneficial use of the Park;

WHEREAS, the City, acting through its Department of Public Works ("DPW") and Department of Youth ("Youth Department"), maintains and operates the Park;

WHEREAS, Friends of Hudson Youth, Inc. ("FOHY") was organized to assist the City through a public-private partnership to support and enrich the Youth Department and its programs and to ensure the Park and its facilities are enhanced, upgraded, and maintained for the benefit of the City's youth and the broader community;

WHEREAS, FOHY intends to augment funding for desired Park improvements and programming through solicitation of private and public funds, available grants, and other resources generated by and/or available to FOHY in furtherance of the purposes set forth herein, including but not limited to labor through volunteers, professional services, and other means, to assist in bringing about the common objectives of the Parties;

WHEREAS, programs to be undertaken by FOHY may include professional services and volunteer activities, such as clean-up, equipment maintenance, planting, mulching, and other projects and programs that the Parties may mutually agree upon in the future, the specifics of which are outlined in the annexed Memorandum of Understanding; and

WHEREAS, the City's Common Council expressed its support and enthusiasm for FOHY's efforts to work with the City to improve the Park.

NOW, THEREFORE, BE IT RESOLVED, the Common Council approves the proposed annexed Memorandum of Understanding between City of Hudson and Friends of Hudson Youth Inc. and authorizes the Mayor to execute same.

Introduced: _____

Seconded: _____

Approved: _____
Kamal Johnson, Mayor

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF HUDSON, NEW YORK and FRIENDS OF HUDSON YOUTH, Inc.

THIS MEMORANDUM OF UNDERSTANDING (the "Memorandum") is entered into as of _____, 2025 by and between the City of Hudson, New York ("City") and the Friends of Hudson Youth, Inc. ("FOHY"), a not-for-profit corporation incorporated under the law of the State of New York (together the "Parties").

RECITALS:

WHEREAS, the City holds all right, title, and interest in the property known as Oakdale Park, located in the City of Hudson (the "Park");

WHEREAS, the City has the authority to plan, develop, construct improvements, and enter arrangements with public or private organizations to ensure the beneficial use of the Park;

WHEREAS, the City, acting through its Department of Public Works ("DPW") and Department of Youth ("Youth Department"), maintains and operates the Park;

WHEREAS, FOHY was organized to assist the City through a public-private partnership to support and enrich the Youth Department and its programs and to ensure the Park and its facilities are enhanced, upgraded, and maintained for the benefit of the City's youth and the broader community;

WHEREAS, the City's Common Council expressed its support and enthusiasm for FOHY's efforts to work with the City to improve the Park;

WHEREAS, FOHY intends to augment funding for desired Park improvements and programming through solicitation of private and public funds, available grants, and other resources generated by and/or available to FOHY in furtherance of the purposes set forth herein, including but not limited to labor through volunteers, professional services, and other means, to assist in bringing about the common objectives of the Parties;

WHEREAS, FOHY may assist with the management of grants related to Oakdale Park, including upon request grants awarded to the City;

WHEREAS, programs to be undertaken by FOHY may include professional services and volunteer activities, such as clean-up, equipment maintenance, planting, mulching, and other projects and programs that the Parties may mutually agree upon in the future; and

WHEREAS the City and FOHY desire to document their agreement on how this public-private partnership may support the replacement, update, and refreshing of the Park's landscaping, equipment, outbuildings, trails, parking lot, and pathways, as well as other mutually agreed improvements and programs.

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

1. Park Ownership. The City shall retain all rights and obligations of Park ownership, including ongoing maintenance and stewardship of the Park. The City, DPW, and Youth Department retain responsibility for capital improvements to and the ongoing maintenance of the Park, including the trees, lawns, hardscape, trails, pathways, fencing, and structures. The City, DPW Commissioner, and Youth Department Director shall have final authority over all capital projects, programs, and policies undertaken in the Park. Notwithstanding the foregoing, the City may accept donations of funds or services from FOHY, provided that all donations of funds to the City must be accepted according to a separate written donation agreement and Common Council Resolution which will indicate the amount of the donation, its purpose, the account to which it will be deposited, and other applicable terms.
2. FOHY Contributions. FOHY shall remain a not-for-profit corporation regarding all revenues used to cover FOHY's costs and to fund capital projects and/or operational expenses for the benefit of the Park. FOHY 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.
3. City and FOHY Collaboration. The City and FOHY agree that their collaboration on projects to improve the Park and programming will be governed by the following principles:
 - a. Infrastructure: If and to the extent that the City requests FOHY's participation with any Park infrastructure projects, FOHY agrees to share with the City any and all plans and proposals for capital projects proposed for the Park, including research, designs, and funding sources. The City shall review any such plans and proposals in a timely manner and provide FOHY with comments and, as appropriate, approval on the proposed design and construction work.
 - b. Maintenance and other projects: If and to the extent that the City requests FOHY input on Park maintenance or other Park Projects, FOHY agrees to consult with the City on such efforts. FOHY may provide services in the Park upon reasonable notice to and under the general supervision of the DPW Commissioner and Youth Department Director, including horticultural, maintenance, design, and construction (where approved by the City and in accordance with applicable laws, including the City Charter and Code). FOHY shall advise the Commissioner and Youth Department Director on proper horticultural and environmental practices in the Park and receive an explanation if this advice is rejected. The City, acting through the DPW Commissioner and Youth Department Director, agrees to give FOHY reasonable notice of the days on which DPW employees or Youth Department staff plan to undertake maintenance or other projects in the Park, allowing FOHY volunteers to be present if desired; provided that FOHY volunteers shall not interfere with City employees' activities in the Park.
 - c. Park Budget: The City, acting through the DPW Commissioner and Youth Department Director, agrees to solicit and take due consideration of input from FOHY in preparing the operating budget for the Park.

- d. Future Maintenance: The City shall maintain the projects undertaken by FOHY upon completion and final acceptance by the City.
- e. Fundraising: The Parties will support each other's efforts regarding major fundraising projects. The City shall reasonably provide FOHY with requested information related to funding requirements, including letters of support. FOHY may use the Park, if approved by the City, for events that raise funds or bring positive attention to the Park. Donations of funds obtained by FOHY and allocated to Park work shall be documented in a written donation agreement covering, among other things, the intended use of the donation, amount donated, record-keeping related to use of the donated funds, and publicity.
- f. Park Access: Upon request by FOHY, the City acting through its DPW Commissioner and Youth Department Director shall permit access to the Park and its structures at all reasonable times to fulfill the expectations of this Memorandum and partnership. FOHY and the Commissioner and Youth Department Director shall work together to organize and coordinate joint work done by FOHY and City employees, including any necessary or desired access agreements or licenses.

4. Other Provisions.

- a. FOHY shall faithfully perform and carry out the provisions of the Memorandum and cause its agents and volunteers to conform with all laws applicable to FOHY's use and occupation of the Park.
- b. FOHY assumes all risk in its operation pursuant to this Memorandum.
- c. Prior to conducting any approved capital improvements in the Park, FOHY shall procure and maintain public liability insurance in commercially reasonable coverages of at least \$1 million, with the City named as an additional insured. Certificates of insurance shall be provided to the City upon request.
- d. FOHY shall be responsible for the work, compensation, and conduct of any of its agents or volunteers performing work in the Park pursuant to this Memorandum. No acts by any of FOHY's agents or volunteers shall make the City liable or responsible in any way.
- e. FOHY 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.
- f. If any provision of this Memorandum is held unenforceable for any reason, each and other provisions shall nevertheless remain in full force and effect.

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

FRIENDS OF HUDSON YOUTH, Inc.

By: _____

Peter Frank, President