



**MEMORANDUM OF UNDERSTANDING:
PLANTINGS IN THE SENSORY GARDEN AT GRANT PARK**

**The Parks Department of the City of Yonkers
and
The Rotary Club of Yonkers - East Yonkers**

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the City of Yonkers by way of its Parks, Recreation and Conservation Department, whose address is 285 Nepperhan Avenue, Yonkers, NY 10701, and the Rotary Club of Yonkers - East Yonkers, whose address is PO Box 771, Yonkers, NY 10710.

2. Purpose. The purpose of this MOU is to establish the terms and conditions under which the two parties will work together to do numerous plantings and related incidentals in the Sensory Garden at Grant Park in Yonkers. The location of the plantings and related incidentals will be determined by the Parks Dept.

3. Term of MOU. This MOU is effective upon execution of the parties to this MOU and shall remain in full force and effect for not longer than 12 months from said date. This MOU may be terminated, without cause, by either party upon 90 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

5. Responsibilities of Parties. As a continuation of the success of the parties had in working together in past projects, the parties agree to the following:

The City of Yonkers acknowledges:

- That more plantings in the Sensory Garden at Grant Park would increase the community's enjoyment of the Park.
- That it will purchase and install numerous plantings for the Sensory Garden at Grant Park
- That the installation will include acknowledging Rotary's support of this project in the Sensory Garden at all public events held in the Park
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The Rotary Club of Yonkers - East Yonkers agrees:

- That its mission includes a commitment to community improvement in Yonkers
- That it will donate \$5,000 to the City for this project

6. General Provisions

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of New York. The courts of the State of New York, County of Westchester shall have jurisdiction over any action arising out of this MOU and over the parties.

C. City Obligations. The parties recognize and acknowledge that the obligations of the City under this Agreement, are subject to annual appropriations by its budget pursuant to the Laws of the City of Yonkers. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The City shall have no liability under this Agreement beyond funds appropriated and available for expenditure pursuant to this Agreement. The parties understand and intend that the obligation of the City hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the City. The City shall expend amounts due under this Agreement exclusively from legally available funds appropriated for this purpose.

D. Entirety of Agreement. This MOU, consisting of three (3), pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Legal Rights. The parties signing this MOU, each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

G. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend

and expressly agree that only parties' signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

H. No Claim against Officers, Agents or Employees

No claim whatsoever shall be made by the Rotary Club of Yonkers – East Yonkers against any officer, agent, employee or elected official of the City for, or on account of, anything done or omitted in connection with this MOU.

7. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Parks Department of the City of Yonkers


Steven Sansone, Commissioner

6/26/22
Date

Rotary Club of Yonkers – East Yonkers


Steven Simpson, President

5-25-22
Date

City of Yonkers


Anthony Landi, Deputy Mayor

6-1-2022
Date

Approved as to Form:


Corporation Counsel
Sr. Associate

BOCS: 6-1-22