



## **VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA**

<b>MEETING DATE:</b> AUGUST 10, 2021
<b>AGENDA ITEM SECTION:</b> DISCUSSION ITEMS
<b>AGENDA ITEM NO. :</b> 7
<b>AGENDA ITEM:</b> DISCUSSION AUTHORIZING THE INTERIM VILLAGE ADMINISTRATOR TO EXECUTE A PUBLIC-PRIVATE PARTNERSHIP AGREEMENT WITH RIVERARTS
<b>ITEM BACKUP DOCUMENTATION:</b> <ul style="list-style-type: none"><li>1. LETTER DATED MARCH 19, 2021 FROM JILL GARLAND/RIVERARTS BOARD PRESIDENT AND JOSH SUNIEWICK/RIVERARTS MANAGING DIRECTOR TO MAYOR ROSSILLO, TRUSTEE LARRY TAYLOR AND RICHARD LEINS/INTERIM VILLAGE ADMINISTRATOR</li><li>2. DRAFT AGREEMENT</li></ul>

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2. DRAFT AGREEMENT



March 19, 2021

Mayor Vincent Rossillo  
Village Trustee Larry Taylor  
Richard Leins, Interim Village Administrator  
Village of Dobbs Ferry  
112 Main Street  
Dobbs Ferry, NY 10522

Dear Gentlemen,

For over half a century, RiverArts has brought exciting cultural events and unique educational opportunities to the Rivertowns. Our annual events traditionally include the widely acclaimed Studio and Music Tours, unique dance performances, classical and chamber music events, and much more.

During this pandemic our activities have clearly been curtailed, however our commitment to the community has not waived. We have created online artistic opportunities, performances, and continued our music lessons. Our multi-village Studio and Music Tours will hopefully return in a new way in 2021. We are carefully planning a number of COVID-safe events for later this spring.

RiverArts is committed to bringing the arts to life in our community, and these annual events help to invigorate our local economy by attracting thousands of visitors from across the region. The annual support we receive from the Village of Dobbs Ferry is vital in sustaining these events as well as our extensive education programs. We would be tremendously grateful for your continued partnership throughout 2021.

In the past you have contributed \$3,000 to our efforts. This donation is needed now more than ever. Clearly budgets are constrained this year, but we hope you will consider giving at the same level to support arts in the community. Your contribution will help us to attract families, art lovers, visitors and businesses, and help them discover what has drawn artists to our region for over two centuries.

Thank you so very much,

A handwritten signature in black ink that reads "Jill".

Jill Garland  
Board President  
Dobbs Ferry resident  
[Jillgarland25@gmail.com](mailto:Jillgarland25@gmail.com)

A handwritten signature in black ink that reads "Josh".

Josh Suniewick  
Managing Director  
[jsuniewick@riverarts.org](mailto:jsuniewick@riverarts.org)

**RiverArts**

PO Box 60  
Hastings-on-Hudson,  
NY 10706

[riverarts.org](http://riverarts.org)  
[info@riverarts.org](mailto:info@riverarts.org)  
914.412.5120

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Kate Ashby

**Managing Director**

Josh Suniewick

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_, 2021 by and between:

**VILLAGE OF DOBBS FERRY**, a municipal corporation of the State of New York, with an address at 112 Main Street, Dobbs Ferry, New York 10522 (hereinafter, the “Village”)

and

**RIVERARTS, INC.** having an address at P.O. Box 60, Hastings on Hudson, New York (hereafter, the “RA”)

**RECITALS**

**WHEREAS**, RA facilitates, provides and supports a multitude of arts and multi-cultural programming which is available to Village residents and those in other nearby Hudson River Communities, including but not limited to those contained in the digest attached as Exhibit “A” (hereinafter collectively the “Program”); and

**WHEREAS**, RA’s Program benefits the Village by (i) inspiring communities to come together through art as a shared experience to connect us as neighbors for the benefit of our health and well-being, and (ii) providing the catalyst that connects performers, musicians and art-makers with the public for shared enrichment; and

**WHEREAS**, the parties desire to enter into this agreement based upon the Village’s desire to support RA in its Program efforts as a part of the totality of effort to make the arts a vital and accessible part of everyday life in our community for the benefit of the citizens of the Village.

**WITNESSETH:**

**FIRST:** RA shall continue all reasonable efforts to facilitate, provide and support the Program for the benefit of the Village, whether at properties within the Village or in neighboring communities, and report to the Village, as the Village may request, concerning details of the Program.

**SECOND:** The Village shall collaborate with RA to inform Village residents of the availability of the Program.

**THIRD:** Village shall make a one-time payment available to RA in an amount not to exceed THREE THOUSAND DOLLARS (\$3,000.00) in support of the Program. The term of this Agreement shall be one calendar year commencing upon execution of the Agreement. The

Agreement may be renewed for additional terms upon written request by RA and following review and approval by the Village.

**FOURTH:** The Parties hereto recognize and acknowledge that the obligations of the Village under this Agreement are subject to annual appropriations by its Board of Trustees pursuant to the Laws of New York State applicable to all municipal corporations. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The Village shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the Village hereunder shall constitute a current expense of the Village and shall not in any way be construed to be a debt of the Village in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Village, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the Village for an ongoing basis. The Village shall pay the amount referenced herein exclusively from legally available funds appropriated for this purpose. The Village shall retain the right, upon the occurrence of the adoption of any Village Budget by its Board of Trustees during the term of this Agreement or any amendments or extensions thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of impacts of the Agreement upon any such Village Budget or Village finances. After such analysis, the Village shall retain the right to either terminate this Agreement or to renegotiate.

**FIFTH:** RA agrees to procure and maintain insurance as necessary in connection with the Program. In addition, RA agrees that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the Village, RA shall hold harmless the Village its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, reasonable attorney's fees or loss arising directly or indirectly out of the Program.

**SIXTH:** RA shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those which may be applicable to AR as an employer. RA shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to employees, partners, associates,

subconsultants and others utilized to provide the Program, including but not limited to applicable licensing and copyrights associated with artistic works.

**SEVENTH:** The parties hereto agree that RA and its officers, employees, agents, contractors, subconsultants and/or consultants ("Affiliates") are independent contractors and not employees of the Village. In accordance with their status as independent contractors, RA covenants and agrees that neither RA nor its Affiliates will hold themselves out as, or claim to be, officers or employees of the Village or any department, agency or unit thereof.

**EIGHTH:** This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

**NINTH:** Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement.

**TENTH:** RA recognizes that this Agreement does not grant it the exclusive right to perform activity that meets the Village goals and purpose of the Agreement, and that the Village may enter into similar agreements with other parties to provide art or cultural based programming.

**ELEVENTH:** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York and the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester, NY. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

**IN WITNESS WHEREOF**, the Village and RA have caused this Agreement to be executed.

**VILLAGE OF DOBBS FERRY**

By \_\_\_\_\_  
Name: Richard A. Leins  
Title: Interim Village Administrator

**RIVER ARTS**

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT "A"  
**DIGEST OF TYPICAL RIVER ARTS PROGRAMMING**

1. **Music Tour** - RiverArts has produced its 6th annual Music Tour. Each year of the Tour has featured many bands (some with members who make their homes in Dobbs Ferry) which provided FREE entertainment open to all residents of Dobbs Ferry. Below is highlighted stats for Dobbs Ferry residents from the last three Music Tours
  - a. 2021 - 10 DF acts participating; 7 DF venues; estimated 25 DF resident performers and an estimated 500+ DF resident concert goers
  - b. 2019 - 10 DF acts participating; 11 DF venues; estimated 30 DF resident performers and an estimated 900+ DF resident concert goers
  - c. 2018 - 12 DF bands participating; 12 DF venues; estimated 30 DF resident performers and an estimated 1,000 resident concert goers
2. **Studio Tour** - RiverArts has produced the Studio Tour for 20 plus years. This 2-day open studio tour offers participating artists (many of whom live and work in Dobbs Ferry) the opportunity to share (and sell) their work with the public, The Studio Tour offers the opportunity for Dobbs Ferry residents to see over 70+ different artists work FOR FREE in their own neighborhood (many artists have studios at 145 Palisade). The below stats are very conservative as many of the DF artists have studios at 145 Palisade, which typically receives much more foot traffic.
  - a. 2019 - 11 DF artists participating; each artist gets on average 33 people through their studios each day (depending on location) and estimate that 2/3 of those attendees are neighbors of the artist. By that measure, estimate 470 DF residents toured studios this year.
  - b. 2018 - 17 DF artists participating; by the same measure above, estimate that 740 DF residents toured studios in the tour this year.
  - c. 2017 - 16 DF artists participating; by the same measure above, estimate that just under 700 DF residents toured studios in the tour this year.
3. **Private Music Lessons** - In addition to the three free events highlighted above, RiverArts has and continues to offer private music lessons to school aged kids (and some adults) in the Rivertown Communities. Typically, these lessons happen at Dobbs Ferry Lutheran Church for residents of Dobbs (last year all lessons conducted over Zoom), but in-person lessons return in September 2021. Below is a count of DF students each year for the past three years).
  - a. 2021 - Spring semester '21 had 32 students from DF
  - b. 2020 - Between 35 and 40 students from DF in calendar 2020
  - c. 2019 - Between 35 and 40 students from DF in calendar 2019
4. **Summer Camps** – River Arts also offers three summer camps for kids. StoryCamp, JazzCamp and SummerArts. The largest of our three camp programs, SummerArts serves

creative kids in grades 3rd - 9th. Last year 70+ kids pre-enrolled but due to the pandemic, the season had to be canceled and tuition refunded. RiverArts is returning in August 2021 and enrollment looks promising. Many of the campers are from Dobbs and below are enrollment numbers for the last three in-person years.

- a. 2021 (upcoming) - Currently have 26 kids from Dobbs Ferry registered for SummerArts (registration is still open)
  - b. 2019 - 23 kids from DF attended SummerArts in 2019
  - c. 2018 - 24 kids from DF attended SummerArts in 2018
5. **Chamber Music** – River Arts also produces a series of chamber music concerts annually and endeavours to have each concert in a different Rivertown Community venue. The series is produced by former Executive Director, Doug Coe and Chamber Music Artistic Director, Peter Seidenberg. Several key supporters of this program are DF residents.
6. **Dance Concert** – River Arts also produces an annual dance concert under the Artistic Direction of Maxine Sherman (of Alvin Ailey and Martha Graham). This event has been a big draw for us historically. Similar to the Chamber Music concert, we try to host this event at one of the venues in the Rivertown Communities. Several key supporters of this program are DF residents.
7. **YardArt** - YardArt began last summer and was conceived as a way for artists to share their work with the public in a socially distanced fashion during the pandemic. Local artists and residents were asked to create works of public art to display in their yards, windows, on balconies or porches, etc. RiverArts created interactive map highlighting all of the submissions with a pin drop so residents of the community could see the works and read about the artists as they went on self-guided tours. The event launches July 1st and artists and residents are able to add works through Labor Day. Pre-existing works (e.g., sculptures permanently installed in resident's yards) were also eligible. The 2nd year was launched and plans are to continue this annually through the Rivertown Communities (including Dobbs). Most of last year's participants were Hastings residents but there are effort underway to get more residents of Dobbs Ferry involved.



**ACKNOWLEDGMENT**

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY                    )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY                    )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public