



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES
REGULAR MEETING AGENDA

MEETING DATE: February 28, 2023
AGENDA ITEM SECTION: Resolutions
AGENDA ITEM NO. : 3
AGENDA ITEM:
<u>Resolution:</u> Consider a resolution authorizing the Village Administrator to enter into an agreement with Phoenicia Flea
ITEM BACKUP DOCUMENTATION:
<ol style="list-style-type: none">1. Draft resolution2. Draft Memorandum of Agreement between Phoenicia Flea and the Village of Dobbs Ferry3. Addendum to Memorandum of Agreement between Phoenicia Flea and the Village of Dobbs Ferry

**RESOLUTION AUTHORIZING EVENT TO BE HELD BY PHOENICIA FLEA AT
WATERFRONT PARK ON JUNE 3, 2023**

WHEREAS, on January 24, 2023 the Board of Trustees discussed the details of a proposed event consisting of a pop-up market featuring individual makers, artisans, and local businesses on June 3, 2023 between the hours of 11:00 am and 5:00 pm Waterfront Park to be curated, organized, promoted and conducted by Phoenicia Flea in exchange for a fee for these services; and

WHEREAS, in support of the event, the Village has agreed to cover the costs associated with staffing, including any overtime compensation, by the Police Department, the Department of Public Works and the Recreation Department; and

WHEREAS, Phoenicia Flea has agreed to extend a special rate to local businesses and artisans who wish to be included among the vendors.

NOW, THEREFORE, BE IT RESOLVED, that, the Board of Trustees hereby approves the scheduling of an event at Waterfront Park between the hours of 11:00 am and 5:00 pm, and authorizes the Village Administrator to execute an agreement, which shall include a release/waiver, with Phoenicia Flea, in form and substance acceptable to the Village Attorney, for the services to organize, curate, and promote the proposed pop-up market involving an array of independent craft makers, artisans and similar vendors, including local artisans and businesses, for a flat fee of \$2,500.00; and

BE IT FURTHER RESOLVED, that, Phoenicia Flea shall prepare and file all appropriate applications, proof of insurance and necessary paperwork with the Recreation Department setting forth the details of the use of Waterfront Park, including the list of vendors and proof of their insurance; and

BE IR FURTHER RESOLVED, that, the Village Administrator is hereby authorized to take any and all additional steps to effectuate the intent of this Resolution.

PHOENICIA FLEA

Phoenicia Flea x Dobbs Ferry Waterfront Park Cultural Activation Program

Memorandum of Agreement

Parties: Village of Dobbs Ferry, 112 Main Street, Dobbs Ferry, NY 10522

Phoenicia Flea, 383 N. Indian Canyon Drive, Palm Springs, CA 92262

Event Date

- Saturday, June 3rd, 2023: 11am – 5pm

Details

Phoenicia Flea is a nomadic market of makers & merchants from the Catskills, Hudson Valley + beyond. It offers the very best in handcrafted food, beverage, pantry, apothecary, apparel, accessories, housewares, furnishings and well edited vintage.

On June 3rd, we will come together at Dobbs Ferry Waterfront Park to celebrate community, small business, modern craft and local trade.

Services to be provided by Phoenicia Flea:

- Marketing and promotion
- Curation of vendors
- Strategic retail partnerships
- Set-up + Breakdown of event
- On-site production management
- On-site vendor coordination
- Complete and File any and all Permit Applications (vending, etc.)
- Submit Proof of Insurance and Licenses (DOH, alcoholic beverages etc.) for itself and its vendors
- Ensure and Enforce compliance with safety requirements
- Obtain Waiver/Release form from each of its vendors

Run of Show

- Saturday, June 3, 2023
- Load In: 8am – 10:30am
- Event: 11am – 5pm
- Load Out: 5pm – 7pm

Use of Space – Designated area at Waterfront Park to be determined

Dobbs Ferry will provide the following:

- Cultural Activation Program fee of \$2975
- Access to electrical outlets for speakers/ i pad hook up, etc. and/or PA system
- PF and our vendors will have access to parking in walking distance and on site restrooms
- Expenses associated with staffing in support of event, including overtime, Police, DPW etc.

Logistics

Phoenicia Flea will handle all day of event setup and breakdown. PF generates very little trash but requests we can dispose of recycling and trash bags in Dobbs Ferry's receptacles.

Phoenicia Flea will offer a discounted vendor fee of \$100 to local Dobbs Ferry Waterfront Park businesses and prioritize their involvement.

Marketing

Phoenicia Flea brings qualitative experience that furthers Dobbs Ferry's message and reach through our curation process. Our curation process includes our on-site event, Phoenicia Flea, which gives access to our community through targeted marketing campaigns to drive on site foot traffic. PF curates bases on venue objectives, regional aesthetics and taste level. Our marketing campaigns run 1 month prior to the event, with weekly social media pushes, day of real –time and postdate communications.

Newsletter

One-time event announcement with link to your website and promotional mentions in our weekly newsletter leading up to the event.

Consumer reach: 75,000

Social Media

- One IG branded post for event announcement across Phoenicia Flea + all brand platforms
- Two IG branded posts for event date (two weeks out & week of each event)
- One IG Stories post for each event date across Phoenicia Flea + all brand platforms
- Three IG vendor spotlight posts per day for 10 days leading up to event
- Six IG real-time posts during each event
- One IG Stories real-time post per each day of event
- Collective posts from vendors & media partners
- Encouragement and help fostering of vendors to post and promote event

Consumer reach over a 1 month period: 500,000 impressions

Press

PF collaborates with the Village of Dobbs Ferry and existing PR agencies on local media outreach and media invitations.

Radio Spot

PF can create content for local radio promotion in collaboration with Dobbs Ferry and existing PR agencies at the expense and approval of the Village of Dobbs Ferry.

Print Advertising

PF will print flyers of the event poster, that we will design in-house and have them distributed in each city and vendor starting in May. Phoenicia Flea will create and send three (3) 3'x8' outdoor banners with wind slits and grommets for the Village of Dobbs Ferry to display and promote a minimum of two weeks prior to the event.

Marketing Collateral

Phoenicia Flea produces marketing collateral, including flyers, banners and posters, and handles layout and printing costs. PF will distribute flyers and posters with the help of the Village of Dobbs Ferry throughout the region as well as upstate and in New York City.

Addendum attached hereto and made a part hereof – Waiver and Release

Cultural Activation Program Fee: \$2975.00

X _____ Date: _____

Phoenicia Flea

Print Name and Title: _____

X _____ Date: _____

The Village of Dobbs Ferry

Print Name and Title: _____

By initializing, the signatory for each of the Parties hereby certifies that he/she is fully authorized to bind the respective party to the terms and conditions of this Agreement.

For Phoenicia Flea: _____

For the Village of Dobbs Ferry: _____

VILLAGE OF DOBBS FERRY

Date & Description of Event:

Date: June 3, 2023

Description: Use of Waterfront Park for Curated Vendors Market ("Event")

Organization/Sponsor: Phoenicia Flea

WAIVER OF LIABILITY FOR USE OF PUBLIC PROPERTY

Village of Dobbs Ferry assumes no risk of loss or damage to equipment, supplies or products (including works of art or craft) brought to and/or vended at Waterfront Park by me or others participating in the Event. By my signature below, I acknowledge that there may be risks of loss, damage or injury associated with the Event which I have curated and organized, and which will be taking place on Village-owned public property. Except for any percentage directly resulting from gross negligence by the Village of Dobbs Ferry, and its officers, employees and agents, to the fullest extent of the law, I hereby fully release and hold the Village of Dobbs Ferry, its officers, employees and agents harmless from liability for injury, damage, loss and any other claims which may result from the Event. I agree to include an acknowledgement of this waiver in the terms of any agreement with staff, vendor, sub-contractor or similar entity.

Signed: _____

Date: _____

Print Name:

Title:

AUTHORIZATION FOR USE OF PHOTOGRAPHIC LIKENESS

I agree to allow the Village of Dobbs Ferry to take and utilize photos and/or video images of me and my employees, vendors, agents, licensees, participants and/or volunteers at the Event. I agree to include an acknowledgement of this release in the terms of any agreement with staff, vendor, sub-contractor or similar entity.

Signed: _____

Date: _____

Print Name:

Title: