

RESOLUTION NO. 2023 - 33

A RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH THE COUNTY OF CUMBERLAND CULTURAL AND HERITAGE COMMISSION FOR 2023 BLOCK GRANT FUNDING.

WHEREAS, the City has received notice from the Cumberland County Cultural and Heritage Commission of award of grant funds through their Calendar Year 2023 New Jersey State Council on the Arts Block Grant in the amount of \$1,500.00, pursuant to the City's request for funding to support an arts program at the Vineland Senior Center; and

WHEREAS, said grant will be supplemented with \$1,500.00 in matching funds in the City's Calendar Year 2023 Budget; and

WHEREAS, it is the desire of the City of Vineland to accept said grant award.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that:

1. The Mayor and City Comptroller of the City of Vineland are hereby authorized to execute a grant agreement and such other related documents as required with the County of Cumberland Cultural and Heritage Commission for participation in the Calendar Year 2023 New Jersey State Council on the Arts block grant opportunity.
2. The City of Vineland agrees to undertake its obligations under the grant agreement.

Adopted:

President of Council

ATTEST:

City Clerk

December 30, 2023

Mr. Gregory Gallo
City of Vineland
640 E. Wood Street
Vineland, NJ 08362

Dear Mr. Gallo:

The Cumberland County Cultural & Heritage Commission is pleased to inform you that your organization has been awarded a grant for calendar year 2023 (January 1, 2023 – December 31, 2023). The amount of your award is \$1500

This grant review round was very competitive. Nearly \$497000 was requested for arts programming by Cumberland County nonprofit agencies. The Commission had a re-grant budget of almost \$297000 to satisfy the grant requests. The Grants Review Panel had a difficult assignment and they completed it well.

The Cultural and Heritage Commission strives to ensure a fair and thorough evaluation process. Each application is carefully evaluated by an independent grants review panel against standard criteria. Enclosed please find a copy of the consensus panel comments on your application. They are offered in order to help all applicants understand the strengths and weaknesses of the application as viewed by all members of the independent panel that evaluated it. We urge all applicants, regardless of the Commission's specific funding action, to thoroughly review the comments and to use them for the benefit of the organization and any subsequent applications for funding.

The Cultural and Heritage Commission recognizes the possibility that an error can be made. This is why the Commission maintains an appeals process. An appeal must be solely based on the premise and ability to demonstrate that the application **as submitted** was misinterpreted by the panel that evaluated it. If you believe, based on the panel comments, that your application was misunderstood or misinterpreted you may file an appeal. The appeal must be requested in writing by January 30th. Please include your panel comments highlighted where you believe the application was misinterpreted. Please address those appeals to my attention. Please be advised, that **no new information can be submitted** for review, the appeal will be based solely on what was originally submitted. All appeals will be reviewed by the independent panel. A determination will be returned to you on or before February 28, 2023.

If you are satisfied with the award stated above, please complete the enclosed contract and mail it back to me. **Please note, payment vouchers are no longer required. Upon submission of your fully signed contract the initial 75% payment will be authorized.** Contracts received by February 1 will be processed for payment in February. As a continuing component to the contract, please find enclosed an ADA Compliance Rider which must be completed and returned with the signed contract.

Please pay particular attention to the Publicity Agreement (Attachment B of the contract). It is very important that all conditions set in this agreement are completed. Given the reduction in

available grant funding from all sources, it is more important than ever that the Board of Commissioners, the New Jersey State Council on the Arts, and the County Cultural & Heritage Commission receive the proper acknowledgments.

Additionally, individual members of the Cultural & Heritage Commission have been selected to serve as liaisons with our re-grantees. This effort will increase the interaction between the Commission and its re-grantees, thereby improving communication and collaborative efforts. Your organization's Commission liaison for 2023 is **Karen Barnett**. Please include Karen in your marketing and outreach efforts (barnettk@cityofbridgeton.com)

If you have any questions or need any additional information, please do not hesitate to contact me. On behalf of the Cultural & Heritage Commission and the Board of Commissioners I would like to congratulate you on your successful grant application. I look forward to working with you over the coming year.

Respectfully,

A handwritten signature in black ink that reads "Omarey Williams". The signature is written in a cursive style with a large initial "O".

Omarey Williams
Shared Service Coordinator
Cultural and Heritage Coordinator

enclosures



**CUMBERLAND COUNTY
CULTURAL & HERITAGE COMMISSION**

164 W. Broad Street
Bridgeton, NJ 08302
Phone (856) 453-2177
Fax (856) 453-9138

Calendar Year 2023 Cultural Re-grant Contract

Contractor Name: City of Vineland

Address: 640 E. Wood Street, Vineland, NJ 08302

Phone: (856) 794-4000 x4153 **Contact Person:** Gregory Gallo

Chief Financial Officer: Susan Baldosaro **Vendor ID No:** _____

Contracting Department: Cumberland County Cultural & Heritage Commission **Source of**

Funds: **State / County Block Grant Award Amount** \$ 1500

Matching Funds provided by contractor \$1,500

Total Project \$3,000

Grant Period: January 1, 2023 to December 31, 2023

Name of Project Vineland Senior Center Visual Arts Program

Contractor and Contracting Department Signatures:

If this contract, including all attachments annexed hereto, correctly set forth your understanding of the terms of the agreement, please indicate your organization's concurrence with such terms by having the enclosed copy of this contract signed by the appropriate officer of your organization and returned to the Commission.

Accepted and Agreed City of Vineland
Contractor / Organization Name

Anthony R. Fanucci, Mayor

Name & Title of Representative

signature

date

Susan Baldosaro

Chief Financial Officer of Contractor/Organization

signature

date

Attachment A

**A CONTRACT BETWEEN
CUMBERLAND COUNTY CULTURAL AND HERITAGE COMMISSION
AND
*City of Vineland***

Attachment A is hereby annexed to and provides additional provisions and conditions for the contract between the agencies listed in the heading above as follows:

I. Audit Requirements

Any audit required by the New Jersey State Council on the Arts (NJSCA) may include an audit of the re-grantees. Should such audit be required, it will be conducted on an organization-wide basis and on the Cumberland County Cultural and Heritage Commission's fiscal year. The fiscal year ends on December 31.

Any audit required will be performed by the method designated by the NJSCA

II. Financial and Performance Reporting

The contractor / organization is required to submit final financial and performance reports by **January 12, 2024**. The reports shall be certified by the Chief Financial Officer.

All records regarding this grant award must remain on file or available from the contractor / organization for a period of three years after the close of the fiscal year in which the grant was awarded.

Final Reports will include three (3) color photographs of the sponsored event with photographer's name on back. Photos are preferred in electronic format on CD or email.

III. Insurance

The contractor / organization hereby asserts that it is covered by general policy no. _____ with coverages of \$ _____ bodily damage per occurrence and \$ _____ property damage per occurrence. The contractor / organization shall maintain this insurance coverage during the life of this agreement, and shall hold the Contracting Department harmless from any claims against it during the term of the agreement.

IV. Final Report

A final report is required prior to the release of the last 25% of the award. In addition the final report and any audit information requested, must be cleared for the previous year before this contract will be accepted by the Cumberland County Cultural and Heritage Commission. The final report will included information on the implementation of the program, the actual budget as spent, demographic information on the participants (artists and audience) and other information on compliance with various state and federal regulations.

Please note that information on cultural diversity of the group being served is required by the NJSCA and is a mandatory part of all future applications and final reports, including the grant award covered by this contract. Every reasonable effort should be made during the year to obtain accurate data for final reporting purposes.

**PUBLICITY AGREEMENT BETWEEN
CUMBERLAND COUNTY CULTURAL AND HERITAGE COMMISSION
AND
*City of Vineland***

This publicity agreement is hereby incorporated into the body of the grant contract between the Cumberland County Cultural and Heritage Commission and the above named Organization / Contractor as explicit terms of that contract. By the signature below, the re-grantee / contractor agrees to abide by these terms and conditions. Failure to comply may result in rescission of all or part of the grant award.

Credit must be given to the New Jersey State Council on the Arts (NJSCA), the Cumberland County Board of Commissioners and the Cumberland County Cultural and Heritage Commission (CCCHC) in all printed materials, releases, and announcements of the re-grantee regarding all activities which are supported in whole or in part by NJSCA/County of Cumberland funds. This applies to all promotional appearances on television and radio by representatives of the grantee organization as well. In the case of electronic media, verbal credit must be given at least once during a broadcast to acknowledge the support of the NJSCA / County of Cumberland to a specific program or to its overall operation.

Credit must be given to NJSCA / County of Cumberland in all print advertising that is 10 column inches or larger, and in broadcast advertising that is 60 seconds in length or longer. Billboard advertising must also include NJSCA / County of Cumberland credit. Any advertising, regardless of length or size placed by a re-grantee that credits a specific funding source must also acknowledge NJSCA / County of Cumberland.

All programs and/or playbills eight pages or longer that are printed by a re-grantee organization must devote a full page to the NJSCA / County of Cumberland. Credit must be given on the title page of all programs printed by a re-grantee organization in a type size not smaller than 7 point.

The language used when crediting the NJSCA / County of Cumberland should read as follows:

Funding has been made possible in part by the New Jersey State Council on the Arts / Department of State and the Cumberland County Board of Commissioners through the Cumberland County Cultural and Heritage Commission.

The NJSCA logo and the Cumberland County Commissioner Seal must be used by the grantee to publicize programs supported by the NJSCA / County of Cumberland grant award (including, but not limited to, newsletters, brochures and flyers), The logo is to be used only with the above stated credit line, NEVER in its place. Ideally the logo should be reproduced as a unit without alteration.

Under no circumstances may a re-grantee state or imply that its programs and/or activities are "sponsored" or "co-sponsored" by the NJSCA or the County of Cumberland without the express, written consent of the granting agencies. Those programs that are co-sponsored will have additional, specific publicity requirements, determined at the time of the negotiation, and will be based on the type of program.

Re-grantees should not imply that they received funds directly from the NJSCA, but rather that funding came from a grant administered by the County of Cumberland.

Re-grantees are responsible for publicizing the County of Cumberland and the Cumberland County Cultural & Heritage Commission at the event by displaying a banner with the Board of Commissioners and the CCCHC name on the banner. The cost of the banner is an allowable expense. The same banner can be used from year to year if re-grantee is funded again. The size of the banner will be 10' x 3'. It will be a white banner with red wording.

To this, the undersigned is agreed:

Signature, Chief Administrative Officer (sign in blue ink)

Date

**A CONTRACT BETWEEN
CUMBERLAND COUNTY CULTURAL AND HERITAGE COMMISSION
AND
City of Vineland
ASSURANCE OF COMPLIANCE WITH THE
DRUG-FREE WORKPLACE ACT OF 1988**

This form must be signed by the Authorizing Official (the individual delegated the authority to enter into contracts and accepts grants for your organization). The form must be completed and signed each time the Authorizing Official changes.

In consideration of the grant made and in order to satisfy the condition expressed in the Drug-Free Workplace Act of 1988 (PL 100-690, Title V, Subtitle D), re-grantees must establish a written policy that informs employees that the unlawful possession, distribution, or manufacture of a controlled substance in the workplace is prohibited.

This certification is a precondition of receiving a grant, and must be duly signed and returned prior to the release of any funds.

Signature, Chief Administrative Officer (sign in blue ink)

Date

**A CONTRACT BETWEEN
CUMBERLAND COUNTY CULTURAL AND HERITAGE COMMISSION
AND
City of Vineland
ASSURANCE OF COMPLIANCE WITH THE
NATIONAL ENDOWMENT FOR THE ARTS REGULATIONS UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964,
SECTION 504 OF THE REHABILITATION ACT OF 1973,
THE AMERICANS WITH DISABILITIES ACT OF 1990,
AND
TITLE IX OF THE EDUCATION AMENDMENTS OF 1972**

City of Vineland (hereafter called the re-grantee) hereby agrees that it will comply with the above-captioned laws and statutes and all regulations of the National Endowment for the Arts issues pursuant to these statutes. Title VI, Section 504, and Title IX prohibit discrimination on the basis of race, color, national origin, handicap or sex in any program or activity receiving Endowment support. The re-grantee hereby gives assurance that it will immediately undertake any measure necessary to comply. Re-grantee understands that NJSCA / CCCHC reserve the right to require additional proof of compliance during the course of this agreement.

This assurance is given in connection with any and all financial assistance received from the Endowment, either directly or through NJSCA/ CCCHC funding, after the date this form is signed. This includes either directly or through NJSCA / CCCHC funding, after this form is signed. This includes payments after such date for assistance approved before the date. The re-grantee recognizes and agrees that any such assistance will be extended in reliance on the representations and agreements made in this assurance, and that the granting agency shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the re-grantee, its successors, transferees, and assignees, and on the authorized official whose signature appears below.

Re-grantee organization: City of Vineland

Mailing address: 640 E. Wood Street
Vineland, NJ 08362

Chief Administrative Officer (sign in blue ink)

Date

**A CONTRACT BETWEEN
CUMBERLAND COUNTY CULTURAL AND HERITAGE COMMISSION
AND
City of Vineland
ASSURANCES REGARDING COMPLIANCE WITH LABOR STANDARDS UNDER
SECTION 5 (i) OF THE NATIONAL FOUNDATIONS OF THE
ARTS AND HUMANITIES ACT OF 1965**

In consideration of the grant made under the above-captioned act, and in order to satisfy the condition expressed in Section 5(i) of that act so as to be eligible to receive funds, the undersigned does hereby make a contractually binding promise to the Secretary of Labor that:

1. All professional performers and related or supporting professional personnel employed on projects or productions which are financed in whole or in part under this act (other than laborers or mechanics for whom labor standards are prescribed in Section 5(j) of the same act) will be paid, without subsequent deduction or rebate on any account, not less than the minimum compensation for persons employed on similar activities; and
2. No part of any project or production which is financed in whole or in part under Section 5 of the National Foundation on the Arts and Humanities Act of 1965 will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee engaged in such project or production, including particularly, no work which is prohibited for safety or unsanitary reasons buy any other the contracts with labor organizations listed in 29 CFR 505.3 (a).

The re-grantee further promises to keep the records and to permit the inspection provided by 29 CFR 505.5 (b). This promise may be enforced by the Secretary or any funding agency through any appropriate action at law or in equity in any court of competent jurisdiction. The re-grantee acknowledges that a copy of the above-captioned regulation was not part of this agreement, but that it can obtain a copy, if desired, of 29 CFR 505.5 from the Department of Labor.

Chief Administrative Officer (sign in blue ink)

Date

Cumberland County Cultural & Heritage Commission

Arts & History Re-grantee Compliance Rider

The Cumberland County Cultural & Heritage Commission makes good-faith efforts to comply with all requirements of the Americans with Disabilities Act of 1990 (ADA) and has developed a long-range plan to become ADA compliant. Included are all aspects of the Commission's programming, employment practices and venue selection process.

In an effort to ensure that organizations which receive re-grant funding through the Commission are actively in the process of complying with ADA standards, all re-grantees are asked to complete this rider as part of their contractual duties. **Please read the listing below and indicate services either you or the venues you utilize are currently able to provide, and return it signed, with your contract.**

Please provide the contact information of your organization's accessibility coordinator:

Name _____ Phone _____

Email _____

FACILITY

- WHEELCHAIR ACCESS
- WHEELCHAIR SEATING
- WHEELCHAIR ACCESSIBLE
RESTROOM FACILITIES
- STAFF TRAINED TO HANDLE
PERSON W/ DISABILITIES
- TTY
- ASSISTIVE LISTENING SYSTEM

PROMOTION

- USE ACCESS SYMBOLS
- INTERIOR SIGNAGE
- BROCHURES IN ALTERNATE
FORMAT

PROGRAM ACCOMODATIONS

- AUDIO DESCRIPTION
- SENSORY SEMINARS
- OPEN CAPTIONING
- SIGN INTERPRETATION
- LARGE PRINT PROGRAMS
- BRAILLE PROGRAMS

OTHER

- PROVIDE TRANSPORTATION
- REDUCED TICKET RATES
- COMPANION REDUCED TICKET

RATES

Please add anything that you or your venues offer to people with disabilities that is not mentioned:

Signature: _____
Officer _____ Organization _____

Calendar Year 2023

Cumberland County Cultural & Heritage Commission

GRANTS REVIEW PANEL COMMENTS

The following is the summarized consensus of the Grants Review Panel, which evaluated your organization's application and assessed its merits.

City of Vineland

This program continues to provide a great benefit to the community, especially for seniors. This program is great for the senior population which deserves support. The budget is very reasonable for the programming. The programming is consistent, with great visual examples. The only possible issue is that the number of prospective people served could be increased.