

RESOLUTION NO. 2022 - 58

A RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH THE COUNTY OF CUMBERLAND CULTURAL AND HERITAGE COMMISSION FOR 2022 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 2022 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 2022 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 2022 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

**Calendar Year 2022**

**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**

The panel was impressed that this program was still able to occur during the pandemic especially because it focuses on such a vulnerable population. This program is very popular among the seniors it serves. The request is very reasonable and the budget is solid to get this program accomplished. The panel wonders if there is a way to market it to expand it to some new people. One suggestion that was offered was to consider other artistic offerings like music or writing to appeal to seniors that were not interested in visual art. This might help to expand the participation in the program.



CUMBERLAND COUNTY  
CULTURAL & HERITAGE COMMISSION

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

Calendar Year 2022 Cultural Re-grant Contract

Contractor Name: City of Vineland

Address: 640 E. Wood Street, ~~Bridgeton, NJ 08302~~

Phone: ~~(856) 451-4620~~ Contact Person: Gregory Gallo

Chief Financial Officer: \_\_\_\_\_ Vendor ID No: \_\_\_\_\_

Contracting Department: Cumberland County Cultural & Heritage Commission

Source of Funds: State / County Block Grant Award Amount	\$ <u>1500</u>
Matching Funds provided by contractor	_____
Total Project	_____

Grant Period: January 1, 2022 to December 31, 2022

Name of Project \_\_\_\_\_

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

Name & Title of Representative	signature	date
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Chief Financial Officer of Contractor/Organization	signature	date
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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 13, 2023**. 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.

Attachment B

**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.

1. 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.
2. 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.
3. 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.
4. 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.**
5. 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.
6. 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.
7. 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.
8. 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:

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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.

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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 this 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  
~~Bridgeton, NJ 08302~~

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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 by 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.

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Chief Administrative Officer (sign in blue ink)

Date