

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the Jersey City Arts Council (hereafter referred to as “JCAC”) and the City of Jersey City (hereafter referred to as “the City”).

**WHEREAS**, the local community of artists, as well as arts and cultural organizations, provide social and economic value to the City by revitalizing neighborhoods, inspiring students, and generally improving the quality of life of City residents; and

**WHEREAS**, the arts and cultural organizations and events add exponentially to the City’s economic health; and

**WHEREAS**, the impact of the arts community is felt in the City’s neighborhoods, businesses, institutions, and households, and contributes to the revitalization of underserved areas of the City; and

**WHEREAS**, the JCAC has a long-term vision for the City’s arts and culture sector, and encourages equitable funding for the arts, including sustainability and stimulus for the creative community and grass root arts organizations; and

**WHEREAS**, the City created its first arts grant program, the Jersey City Arts and Culture Trust Fund, to ensure that the arts continue to thrive; and

**WHEREAS**, the JCAC has established itself as a nonprofit arts advocacy organization with experience and expertise in the field; and

**WHEREAS**, the City wishes to enter this MOU with the JCAC, as a partner in supporting the arts community.

- A. **Purpose.** The purpose of this MOU is to outline the partnership between the JCAC and the City, regarding the Jersey City Arts and Culture Trust Fund and the distribution of funds thereof.
- B. **Roles and Responsibilities.** The City will allocate 5% of the annual Jersey City Arts and Culture Trust Fund levy to the JCAC for administrative partnership of the fund, local arts advocacy, and support as outlined in Ordinance No. 21-042 and detailed below.
  - 1) The JCAC agrees to use this funding to provide services, resources, information, and support to those who work in the arts in Jersey City and agrees to work within the City to increase arts education and participation in the arts by the public. Further, the JCAC will advise and work with the City’s Office of Cultural Affairs in the selection of the Grant Review Panelists to assist in the Jersey City Arts and Culture Trust Fund Committee application process. JCAC will provide informational meetings and public resources for those applying to the Trust Fund each grant cycle. The JCAC will endeavor to make its Board of Directors and Advisory Board representative of the makeup of Jersey City by focusing on encompassing various wards and cultural sectors.

- C. **Reporting Requirements.** The Executive Director and/or Board Chair of the JCAC shall be responsible for providing a report certifying compliance with the provisions of this MOU and any incorporated and/or relevant documents. The JCAC shall submit an annual report, on a date agreed upon by both parties, detailing how the funding was used, including any goods and services purchased, operational costs, administrative costs, and staffing. The City acknowledges that it will not have the power to mandate the distribution of funds within the JCAC, except as agreed to by JCAC in Section B(1) of this MOU and in Ordinance No. 21-042.
- D. **Timeframe.** This MOU is effective as of the date of signing and exists until the earliest of one or both of the following: (i) one or both parties neglect to fulfill the responsibilities outlined herein after an opportunity to cure after notice within sixty (60) days; and (ii) the fiscal year after revocation of this MOU for good cause and voted upon by the Jersey City Council.
- E. **Failure to Comply.** Failure to comply with the above requirements may result in the dissolution of this MOU.

This Memorandum of Understanding is the complete acknowledgement of the partnership between the Jersey City Arts Council and the City of Jersey City. It may be amended only by a written memorandum signed by each of the parties involved and approved by City Council.

The MOU must be signed by all parties. Signatories must be officially authorized to sign on behalf of their respective party.

\_\_\_\_\_  
City of Jersey City Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jersey City Arts Council Signatory

\_\_\_\_\_  
Date