



## Legislation Text

File #: 23-1066, Version: 1

**Dept/ Agency:** Recreation, Cultural Affairs and Senior Services

**Action:**  Ratifying  Authorizing  Amending

**Type of Service:** Memorandum of Understanding/Lease (MOU)

**Purpose:** To provide daily use of office space located at 55 Ludlow Street, Newark, New Jersey 07114 to be utilized by The Krist Foundation, Inc., under The Temple of Hip-Hop to provide programming for residents and non-residents from the ages 16 and up in conjunction with the City's Department of Recreation, Cultural Affairs and Senior Services.

**Entity Name:** The Krist Foundation, Inc.

**Entity Address:** 133 High Street, Mount Holly, New Jersey 08060

**Contract Amount:** Not Applicable

**Funding Source:** Not Applicable

**Contract Period:** August 1, 2023 through July 31, 2024, with two (2) one (1) year options to renew

**Contract Basis:**  Bid  State Vendor  Prof. Ser.  EUS

Fair & Open  No Reportable Contributions  RFP  RFQ

Private Sale  Grant  Sub-recipient  n/a

**Additional Information:**

**WHEREAS**, The Krist Foundation, Inc., 133 High Street, Mount Holly, New Jersey 08060 (hereinafter the "Foundation") through it's The Temple of Hip-Hop (hereinafter the "Program") presented a proposal to the Administration to bring this Program to Newark in which Hip-Hop would be used to educate youth and adults alike and bring exposure to its roots in Newark (Attachment A); and

**WHEREAS**, The Mayor desires to enter into a Memorandum of Understanding (the "MOU") with the Foundation to use and occupy the Training Recreation Education Center (hereinafter the "TREC"), located at 55 Ludlow Street, Newark, NJ, 07103 in which it will provide programming for young adults from ages 16 and up; and

**WHEREAS**, the owner of the Program is legendary rapper KRS-One from the Hip-Hop group the Boogie Down Productions, who has been a part of the Entertainment Industry for almost 40 years, he has been hailed as one of the most influential and outspoken voices in Hip-Hop, especially with his Stop the Violence Movement which is an effort to quell violence found in Hip-Hop and black and brown communities; and

**WHEREAS**, the Program's proposes is to provide the youth and young adults with a purpose and a positive direction using education in the arts through music using Hip-Hop as a vessel, the program will teach the participants things like audio engineering, producing, song writing, breakin, emceein, graffiti art, deejaying, beat-boxin, street fashion, etc. Which they will receive a certificate in the particular program; and

**WHEREAS**, the Program will work with individuals and entities in the field of Music and

Entertainment to help each participant to get an internship and/or job to enhance their skills and provide them with an income in an industry that is extremely hard to become a part of; and

**WHEREAS**, the Program will be free to all Newark Resident's ages 16 and up, as long as they have the Department of Recreation, Cultural Affairs, and Senior Services' (the "Department) Community Pass Card in order to have access to the Program for free; and

**WHEREAS**, the Foundation will be leasing certain rooms and offices in the TREC exclusively to conduct the Program; and

**WHEREAS**, the Office of Violence Prevention in conjunction with Brick City Peace Collective, the Newark Street Team will also maintain space in the TREC, and the Department will conduct other community events and services; and

**WHEREAS**, the Department will allow other community organizations to use the TREC with coordination from all the parties leasing and using the building; and

**WHEREAS**, this MOU will have a one (1) year period beginning on August 1, 2023 through July 31, 2024, with two (2) one (1) year options to renew; and

**WHEREAS**, the Foundation will not pay a monetary amount to the City to use the TREC, as the Program will be invaluable to the people it serves and the community alike with the proposed Hip-Hop Exhibitions that it will have on the Premises and the exposure to the different avenues of Hip-Hop to Newark residence; and

**WHEREAS**, pursuant to Local Public Contracts Law, N.J.S.A. 40A:5-29, a local unit is authorized and empowered to accept bequests, legacies and gifts made to it and is empowered to utilize such bequests, legacies and gifts in the manner set forth in the conditions of the bequest, legacy or gift provided, however, that such bequest, legacy, or gift shall not be put to any use which is inconsistent with the laws of the State of New Jersey and the United States of America; and

**WHEREAS**, the Foundation and the Program fully understands and agrees that if an entity wants to provide a gift to the City of Newark due to their use of the TREC, this gift must be approved by the Municipal Council prior to acceptance; and

**WHEREAS**, N.J.S.A. 40:12-20 et seq. recognizes that counties and municipalities often do not have the funds necessary for the proper maintenance, operation and improvement of their parks, as defined in N.J.S.A. 40:12-21 to include a recreation area or similar place or property owned or controlled by a local government unit, even though the same helps extend the life of such facilities; and

**WHEREAS**, N.J.S.A. 40:12-22 authorizes counties, municipalities, private businesses and nonprofit organizations to enter into agreements, at no cost to the local government unit, for the maintenance, operation or improvement of a park or any portion thereof located within the local government unit; and

**WHEREAS**, N.J.S.A. 40:12-26 requires that as a condition of any park maintenance, operation

or improvement agreement entered into in accordance with the Act, the participating entity and each employee, agent, contractor, member, or volunteer of that participating entity assisting in maintaining, operating or improving a park, shall sign a waiver releasing the local government unit and its employees and agents from any civil liability for any injury or damages, except those arising from criminal or willful, wanton, or grossly negligent conduct, that may be sustained by the participating entity, or any employee, agent, contractor, member, or volunteer thereof, as the case may be; and

**WHEREAS**, N.J.S.A. 40:12-23 allows a municipality to provide, at no cost to a participating entity such equipment, materials, supplies and or services to assist with the municipal park maintenance, operation, or improvements, including but not limited to, solid waste recycling and disposal services; and

**WHEREAS**, this Agreement is not subject to the requirements or provisions of the Local Public Contracts Law pursuant to N.J.S.A. 40:12-28(b); and

**WHEREAS**, the Department desires to enter into this MOU with the Foundation and allow them to provide programming within the TREC through its Program as more fully set forth in the MOU, pursuant to N.J.S.A. 40:60-1, *et seq.*; and

**WHEREAS**, there is no option to purchase this property at the end of this MOU; and

**WHEREAS**, the Municipal Council wishes to authorize the Mayor and/or his designee the Business Administrator, and/or the Director of the Department of Recreation, Cultural Affairs, and Senior Services to execute the MOU, for the agreed upon portions of the TREC.

**NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY, THAT:**

1. The Mayor and/or his designee, the Business Administrator and/or the Director of the Department of Recreation, Cultural Affairs and Senior Services (hereinafter the "Department"), are authorized, pursuant to N.J.S.A. 40:60-1 et seq., to execute the Memorandum of Understanding and Lease (the "MOU") with The Krist Foundation, Inc., 133 High Street, Mount Holly, New Jersey 08060 (hereinafter the "Foundation") through The Temple of Hip-Hop (hereinafter the "Program").

2. The MOU will be for the Training Recreation Education Center (hereinafter the "TREC"), located at 55 Ludlow Street, Newark, NJ, 07103, for a one (1) year period to begin on August 1, 2023 through July 31, 2024 with two (2) one (1) year options to renew. The Foundation must inform the Department in writing thirty (30) calendar days prior to end of the MOU if it wants to exercise this option.

3. The Foundation will be leasing certain rooms and offices in the TREC exclusively to conduct the Program, and the Office of Violence Prevention in conjunction with Brick City Please Collective, and/or the Newark Street Team will also maintain space in the TREC with the permission from the City.

4. The Department will allow other community organizations to use the TREC with coordination from all the parties leasing and using the building, the organizations will go through the

Department for authorization to use the TREC.

5. The Program will teach the participants things like audio engineering, producing, song writing, breakin, emceeing, graffiti art, deejaying, beat-boxin, street fashion, etc. They will receive a certificate in the particular program.

6. The Program is for young adults from the ages of 16 and up, and Newark residents who fall into this age group and have the Department's Community Pass Card will have free access to the Programs run by the Program.

7. The Program will work with entities in the field of Music and Entertainment to help each participant to get an internship and/or job to enhance their skills and provide them with an income in an industry that is extremely hard to become a part of.

8. The Foundation will have to seek any and all Municipal approvals from the Department, The Department of Engineering ("Engineering"), and any other City Department before it makes any changes to the outside and/or inside of the building and the land on which the property it sits on.

9. All filming on the property outside of the Program teaching the participants must receive approval from the City through the Newark Office of Film and TV and any approval process set up for these types of activities.

10. The Foundation must remain in compliance with any federal, state, or municipal regulations; and if it does anything in violation of this restriction it will be responsible for any and all fees associated with said violation.

11. The Foundation must stay in compliance with the deed restriction placed on the land by The United States Environmental Protection Agency, and if it does anything in violation of this restriction it will be responsible for any and all fees associated with said violation.

12. There will be no monetary cost to the Foundation for this MOU, as the Program will be invaluable to the people it serves and the community alike with the proposed Hip-Hop Exhibitions that it will have on the Premises and the exposure to the different avenues of Hip-Hop to Newark residence, (Attachment B- Potential Benefits).

13. The City will not expend any municipal funds for this Program to operate and the financial responsibility to run the Program will be on the Foundation and/or the Program.

14. If the Program, the Foundation, or an associate of either is giving a gift to the City through its entity or an outside partner it must be approved by the Municipal Council, pursuant to N.J.S.A. 40A:5-29.

15. No substantial or material changes can be done to this MOU without the approval of the Municipal Council by resolution.

16. Approval of this resolution and MOU shall be ratified back to August 1, 2023 to the date of adoption of this agreement.

17. The Mayor and/or his designee the Business Administrator and/or the Director of the Department of Recreation, Cultural Affairs, and Senior Services are hereby authorized to execute the MOU, other agreements, and/or legal documents necessary to comply with the provisions of this Resolution pursuant to N.J.S.A. 40:60-1, *et seq.*

18. A copy of the MOU is attached hereto. A duly executed copy of the aforesaid MOU, and any documents and/or agreements deemed necessary shall be filed in the Office of the City Clerk by the Director of the Department of Recreation, Cultural Affairs, and Senior Services.

### **STATEMENT**

This Resolution ratifies and authorizes the Mayor, and/or his designee, the Business Administrator and/or the Director of the Department of Recreation, Cultural Affairs and Senior Services to enter into a Memorandum of Understanding/Lease (the "MOU") with the Krist Foundation, Inc, 133 High Street, Mount Holly, New Jersey 08060, to lease the Training Recreation Education Center (TREC), located at 55 Ludlow Street, Newark, NJ, 07103 from the City Of Newark, The Department of Recreation, Senior Services, and Cultural Affairs, to provide programming through The Temple of Hip-Hop in connection with the City, in which all Newark residents from the ages of 16 and up will have free access to the program; this MOU will be for a period of one (1) year to begin on August 1, 2023 through July 31, 2024 with two (2) one (1) year options to renew. Approval of this Resolution, the MOU shall be ratified back to August 1, 2023 to the date of adoption of this resolution.