

**CLEVELAND PUBLIC LIBRARY**

**Special Board Meeting**

August 9, 2018

**RESOLUTION TO ACCEPT GRANT FROM THE CLEVELAND FOUNDATION  
FOR LIBRARY HOTSPOT LENDING PROGRAM**

WHEREAS, The Cleveland Foundation, established in 1914, has a mission to enhance the lives of all residents of Greater Cleveland, now and for generations to come, by working together to address community needs through grantmaking, and provide leadership on key community issues; and

WHEREAS, The Cleveland Public Library applied for a grant to establish an internet hotspot lending program allowing patrons to check out mobile internet hotspot devices at all branches, including Main at the agreed upon amounts of 20 per branch and 60 at Main Library; and

WHEREAS, The Cleveland Foundation agreed to grant the Library \$70,000 to implement a mobile hotspot lending program; and

WHEREAS, Library Administration has determined the need to move forward with this program prior to receiving grant funds paying from the Library Materials current appropriation in the General Fund under the project code 12962 (HotSpot Lending) for tracking purposes; now therefore be it

RESOLVED, The Cleveland Public Library Board of Trustees, pursuant to the authority set forth in R.C. §3375.40(K), hereby accepts a grant from The Cleveland Foundation, in the amount of \$70,000 for the grant period July 1, 2018 through June 30, 2019; and be it further

RESOLVED, That the Executive Director, CEO, or his designee, is authorized to enter into and execute such agreements and instruments as may be necessary or appropriate, including those in excess of \$25,000.00, to effectuate the terms and conditions of the Grant and this Resolution, which agreements and instruments shall be subject to the approval of the Library's Chief Legal Officer.



June 28, 2018

Mr. Felton Thomas  
Executive Director  
Cleveland Public Library  
325 Superior Avenue, N.E.  
Cleveland, OH 44114

Dear Mr. Thomas:

We are pleased to inform you that the Board of Directors of the Cleveland Foundation has authorized a grant to Cleveland Public Library. By accepting the grant funds, you agree to accept the grant as detailed below and understand and agree to the enclosed Terms and Conditions of Grant and approved budget.

Requests to modify this grant must be approved in advance by the Foundation (Grantee toolkit/Grant Modification Form). Any funds not expended for the purpose agreed to, must be returned to the Foundation.

GRANT ID:	285492
GRANT PURPOSE:	Library HotSpot Lending & Retail Refurbished Computers
ANTICIPATED OUTCOMES: <i>(You will be required to report on these anticipated outcomes when completing your grant report(s))</i>	<ul style="list-style-type: none"><li>- Establishment of a library internet hotspot lending program allowing patrons to checkout internet hotspots at all branches, including the main branch at the agreed upon amounts of approximately 20 per branch and 60 at main branch; as a part of this initiative.</li><li>- Partner with PCs for People regarding with back office and technical support of HotSpot devices management and activation/deactivation.</li><li>- Partner and collaborate with local affordable housing agencies in digital inclusion advocacy and awareness activities.</li><li>- Provide data analysis and reporting of the checkout and utilization amounts per branch location.</li></ul>
AMOUNT:	\$70,000.00
GRANT PERIOD:	07/01/2018 - 06/30/2019
PAYMENT/S (ON OR ABOUT):	07/31/2018      \$    35,000.00 01/31/2019      \$    35,000.00 <small>Funding Source: TCF Corporate Unrestricted Concentration (225726)</small>
REPORTING REQUIREMENT/S:	07/31/2019      Final Grant Report <small>Online reporting for this grant is accessible through your Grants Gateway Homepage</small>
PROGRAM OFFICER/DIRECTOR:	Leon Wilson

We wish you every success in the accomplishment of your goals.

Sincerely,

Ronald B. Richard  
President and CEO

Enclosures

Organization Name: Cleveland Public Library

Grant ID#: 285492

Grant purpose: Library HotSpot Lending program

*The approved allocations for this grant are detailed below.*

<b>PROJECT EXPENSES</b>	<b>Requested Amount</b>	<b>Foundation Award</b>
Salaries and wages		
Consultants and professional services		
Travel		
Equipment	\$60,000	\$60,000
Office Supplies/Materials	\$5,000	\$5,000
Postage and mailing		
Indirect expenses ie: rent/occupancy, utilities, maintenance	\$5,000	\$5,000
Basic construction/renovation		
Other		
<b>TOTAL</b>	<b>\$70,000</b>	<b>\$70,000</b>



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## TERMS AND CONDITIONS OF GRANT

### 1. ACCEPTANCE OF GRANT

The grant to your organization (“the Grantee”) from the Cleveland Foundation (“the Foundation”) is subject to the Terms and Conditions of Grant. Grantee confirms that it is organized in or under the laws of the United States, or any state of the United States and is recognized by the Internal Revenue Service as an organization described in Internal Revenue Code § 501(c)(3), or that it is otherwise exempt from taxation under I.R.C. § 501(c), or is a government entity, and that it will use the Grant funds solely for the specific charitable purposes identified in the Grant Agreement.

### 2. NONDISCRIMINATION

Grantee agrees that it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, religion, gender, national origin, age, medical condition, handicap, veteran status, marital status, or sexual orientation.

### 3. EXPENDITURES OF GRANT FUNDS

This grant is for the explicit purpose(s) stated in the award notification. Grant funds may be spent only in accordance with the Terms and Conditions of Grant and Grantee's funding request and budget (if applicable) as approved by the Foundation. Any modifications require compliance with paragraph 6 (below). No funds provided by the Foundation may be used by Grantee to participate in or intervene in any political campaign. No portion of the grant funds may be used for purposes not clearly identified as charitable under the law. Without limiting the generality of the foregoing prohibitions, no portion of the grant funds may be used directly or indirectly to support or promote terrorism or violent acts. Expenses charged against this grant may not be incurred prior to the date on which the grant period begins or subsequent to its termination date.

### 4. RELEASE OF GRANT FUNDS

Grant funds will be disbursed to Grantee according to the payment schedule in the award notification and the satisfactory compliance with special conditions, if any, as described. The special conditions may make the release of funds conditional upon certain requirements. In such cases, Grantee must submit adequate evidence of compliance with the conditions before the funds are released. If Grantee has any questions about the special conditions, Grantee should contact the program officer responsible for the grant.

### 5. RECORDKEEPING; REPORTS TO THE FOUNDATION

Grantee shall maintain adequate supporting records consistent with generally accepted accounting practices for a period of seven (7) years following the end of the year during which the grant funds are exhausted. Staff may examine Grantee's financial record keeping and accounting procedures at any time. In compliance with the schedule set forth in the award notification, Grantee will furnish periodic narrative reviews of programmatic activity and financial detail of how grant funds have been expended. Staff may contact Grantee to arrange site visits to review current grant activities. Final reports should include a review of performance and activities over the entire grant period and include a financial reporting of expenditures. Such reports shall supply sufficient information as necessary for the Foundation (i) to determine that the grant is being used for the purposes described in the grant purpose and in a manner consistent with the Terms and Conditions of Grant and Grantee's funding request and budget (if applicable) as approved by the Foundation and (ii) to allow the Foundation to fulfill its own public reporting responsibilities.

### 6. MODIFICATION TO GRANT

The grant purpose identified in the award notification may be modified only with prior written approval. Grant funds may only be used as outlined in the approved budget (if applicable). Changes in expenditures must receive prior written approval. Grantee is responsible for reporting any other changes in the program/project as described in the funding request, including without limitation, changes in grant period, staff, funding from other sources, relationships with other agencies, etc. Requests for modifications or changes must be submitted to Grants Management via the Grant Modification form (*available under the Grantee Toolkit section of the Foundation's website*). The Foundation will notify Grantee upon review of the requested modification or change.

## **7. REVERSION OF GRANT FUNDS; TERMINATION OF GRANT**

Grantee will immediately return any unexpended funds at the close of the grant period. The Foundation reserves the right to terminate the grant and/or seek return or repayment of the grant funds if any of the following apply: (i) Grantee loses its exemption from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code or ceases to be an entity organized in or under the laws of the United States, or any state of the United States; (ii) Grantee is listed by the U.S. Government or an agency thereof as an organization considered to be associated with terrorism or violent acts; (iii) the bankruptcy or insolvency of Grantee; (iv) Grantee's failure to comply with the Terms and Conditions of Grant or special conditions, if any, of the grant purpose; or (v) Grantee has made any misrepresentations, has in any way misappropriated grant funds, or has failed to perform the program, project, or other activity funded by the grant, in each case as determined by the Foundation in its sole discretion.

## **8. PUBLIC ACKNOWLEDGMENT**

As the community trust of the Greater Cleveland area, the Cleveland Foundation is accountable to the community for its grantmaking and depends upon continued donations to make future grantmaking possible. Grantees' cooperation is essential to help publicize grant results and raise funds for future grantmaking.

Accordingly, Grantee agrees to credit the Foundation in any press releases, presentations, media coverage, or announcements resulting from the use of the grant funds. Public statements about the Foundation or its grantmaking should be cleared in advance by the appropriate Foundation program officer. Grantee agrees to notify staff members of any upcoming publicity or media coverage related to the grant.

Grantee also agrees to cooperate with the Foundation's efforts to highlight the programs it funds in the Foundation's own publications and publicity materials. This may include: setting up interviews or photo sessions with Grantee organization's staff, board, or clients; providing the Foundation with available photographs, slides, or graphics, with signed releases where required; or providing access to background material related to the funded project.

## **9. COPYRIGHTS AND PATENTS**

Reports, materials, books, and articles resulting from this grant may be copyrighted by the organization receiving the grant or by the author, in accordance with the policies of the Grantee organization, toward the goal of obtaining the widest dissemination of such reports, materials, books, and articles. Grantee shall grant or cause the author to grant to the Foundation a perpetual, royalty-free license to use such publications. Grant funds shall not be used for activities which may lead to the award of a patent unless Grantee has first entered into a written agreement with the Foundation which specifies the name in which any patent awarded will be taken and avoids the possibility that grant funds will be used for private benefit in the Foundation's sole determination. No application shall be filed for a patent arising out of grant-funded activities without prior written consent, which consent will be conditioned as necessary to avoid private benefit from the use of grant funds. The Foundation agrees to attribute properly authorship in the use, reproduction or publication of any information developed under this grant award, and further agrees to include the copyright notice specified by Grantee in any of its publications, or any copyrighted materials.

## **10. LIMIT OF COMMITMENT**

This grant award is made with the understanding that the Foundation has no obligation to provide other or additional support for this project; nor does this award represent any commitment to, or expectation of, future support from the Foundation for this or any other project of Grantee.

## **11. ASSIGNMENT**

This grant may not be assigned by Grantee without the prior written consent of the Foundation.