



**Cleveland Municipal Court
Finance Department**

JUSTICE CENTER – COURTS TOWER – 11th Floor
MAILING ADDRESS: P.O. BOX 94894 – CLEVELAND, OH 44101-4894
PHONE (216) 664-3768

FILE NO. 844-2024

July 23, 2024

Patricia J. Britt
Clerk of Council
Cleveland City Council
601 Lakeside Ave. 2nd Floor

Dear Ms. Britt,

Pursuant to the City Ordinance §121.06, please be notified that Cleveland Municipal Court has been awarded a grant of \$5,000.00 by America 250-Ohio Commission through the Ohio History Connection who serves as the agency's fiscal agent.

In applying for these funds, we're relying on City Ordinance §121.06, Application and Acceptance of Grants, to directly apply for and accept grants under \$10,000.00 on behalf of the Court. A copy of the Ordinance is attached.

These funds will be used for Educating Youth About Ohio's First Municipal Court, that is located here in Cleveland and a Trillium Local Activity Grant project, according to the Guidelines of the America 250-Ohio Commission. A copy of the guidelines is attached.

Thank you for your attention and consideration.

A handwritten signature in blue ink, appearing to read "R. Brown, III".

Russell R. Brown, III
Court Administrator
Cleveland Municipal Court
216.664.3765
brownr@cmcoh.org



America 250-Ohio Commission

Guide to Grant Funded Projects



Congratulations again on your award from the America 250-Ohio Commission! This document contains essential information for the successful implementation of project funds. Please read it carefully.

Project Director Contact Information

The project director is our main point of contact for all communications. If there is a change to this person's contact information—especially the email address—please contact AM250-OH immediately.

Reporting Requirements

All projects require the submission of a Final Project Report after the grant period ends. AM250-OH will send an email to the project director reminding you to take action.

Disbursement of Grant Funds

AM250-OH shall remit the full grant award to the grantee upon receipt of the following:

1. Signed Grant Agreement
2. Completed W-9 Form
3. Completed New Vendor Form

The grant will be disbursed in the form of a check within 30 days of receipt of the completed forms. Ohio History Connection serves as the fiscal agent of AM250-OH and checks will state Ohio History Connection as the payor. You can email your completed forms to Abby Reynolds at areynolds@ohiohistory.org or mail them to the following:

America 250-Ohio Commission
Attn: Abby Reynolds
41 S. High St., Ste. 250
Columbus, OH 43215

Budget Management

Organizations should establish a method of maintaining records and financial accounts consistent with acceptable accounting principles. You must keep copies of your records for three years after submitting the final report.

Project costs must be incurred during the grant period. Expenses charged to the grant funds may not be incurred prior to or after the grant period. The grantee will report the full cost of the project in the final report. This will include reporting how the grant dollars were spent along with any local investment (cash from sponsoring organizations, other grants, gifts, or donated labor or material.)

Eligible project costs include personnel, experts/scholars, travel and per diem, outreach/advertising, project activity costs (room rental, A/V, copying costs, books or DVD purchases, rights costs to screen a film, exhibition-related costs), and up to 10% for indirect costs.

Ineligible project costs include capital expenses, artistic materials and equipment not related to AM250-OH activities, non-AM250-OH mission-related operating costs, equipment costs (cameras, computers, hard drives, etc.) not related to an AM250-OH activity, fundraising efforts, lobbying, costs related to any project whose primary purpose is to promote partisan political ideologies or religious proselytization,

scholarship assistance, staff salaries at a K-12 school, high school or college student pay, university faculty salary and costs that are not directly related to the project, food and alcohol.

Acknowledging America 250-Ohio Commission Support

The America 250-Ohio Commission is delighted to support your work and would like to be considered a partner moving forward. If you have questions about any of the following recognition requirements, please reach out to Abby Reynolds at areynolds@ohiohistory.org.

Printed or Media Materials: AM250-OH requires acknowledgement of its support in any press releases, flyers, posters, printed brochures, exhibits, videos, electronic publications, or other materials. Copies of the logo AM250-OH logo will be emailed to you, or reach out to Abby at the above email for copies of the logo. The following language should be used verbatim and in legible type for text acknowledgement:

[Insert Name of Project] is funded in part by the America 250-Ohio Commission.

In addition, any printed or media materials that publicize or are produced as part of the project should include the following statement: "Any views, findings, conclusions or recommendations expressed in this [publication, program, exhibition, website, etc.] do not necessarily represent those of the America 250-Ohio Commission.

Public Events: At any public event, such as a lecture, performance or panel discussion, verbal acknowledgement of AM250-OH support is required at the beginning of the program.

Social Media: In any social media posts about the Project, use the tags **@america250-ohio (Facebook)**, and **@am250oh (Instagram)**, in addition to the acknowledgement language above.

Publicity

We place a high priority on effective publicity for funded projects. To assist you in implementing a robust publicity plan, we offer the following help with publicizing your project:

- Press Releases: We encourage you to share the news of your award with your local news media and social media networks. AM250-OH will provide a press release template for your use. Please mention America 250-Ohio Commission support in all press releases.
- Communications: AM250-OH can help you promote your project. Please provide digital copies of brochures, and other visual materials well ahead of your public activities. Send your information to Chris Hurtubise at churtubise@ohiohistory.org
- Social Media: Connect with us on Facebook and Instagram.
- Internet Content: If you create any web content for your funded project, please send a link to churtubise@ohiohistory.org when the content is published.

Public Programs

If the Grantee's project includes any events open to the public, such as dedications, exhibits, performances, or programs, the Grantee is encouraged to notify AM250-OH no later than two weeks before the event. AM250-OH may choose to send a representative to the event, who shall be admitted without charge. Please email Abby Reynolds the details of your event at areynolds@ohiohistory.org

Grant-funded programs and events must take place at Americans with Disabilities Act-compliant facilities, or at facilities expressly exempted from Americans with Disabilities Act guidelines and regulations. If you are unable to comply with this rule, please notify AM250-OH.

Copyright of Project Materials

Except as otherwise provided by the Agreement, the Grantee shall retain ownership of and is free to copyright any books, publications, or productions (“Work”) created as a result of the grant project. Grantee represents and warrants that the Work shall not use or infringe upon the intellectual property and property rights of any third party, and it shall defend, settle, or pay any judgments arising from any claims of infringement.

As a condition of grant assistance, the Grantee agrees to, and awards to AM250-OH a royalty-free, non-exclusive, and irrevocable license throughout the world to publish, translate, reproduce, and use all subject data or copyrightable material based on such dates covered by the copyright.

Distribution of Project Media Products

If a product of the Project is a book, video, audio production, or related item, the Grantee is encouraged to include links to the product as part of the project’s final report.

The Grantee shall not distribute any media product that results from this Project that contains advertising in support of partisan, religious, or political advocacy or in a manner inconsistent with AM250-OH’s Grant Guidelines. Grantees may, however, recognize the support of commercial products or services in the media product’s credits. These provisions also apply to assignees who may take over rights to the product at a point in the future after the grant period ends.

Questions

If you have any questions about AM250-OH procedures, or if our staff can help in any way to ensure your project’s success, please do not hesitate to contact us. We will be glad to assist you.

Todd Kleismit, Executive Director, tkleismit@ohiohistory.org

Quanta Brown, Operations Director, qbrown@ohiohistory.org

Chris Hurtubise, Communications Director, churtubise@ohiohistory.org

Taylor Tomu, Outreach & Engagement Specialist, ttomu@ohiohistory.org

Abby Reynolds, Executive Assistant, areynolds@ohiohistory.org

America 250-Ohio Grants Program Local Media Outreach

>>TEMPLATE PRESS RELEASE<<

[insert organization logo here]

FOR IMMEDIATE RELEASE

Tuesday June 11, 2024

Media Contact:

Name, Title

Organization

Email, Phone

[COMMUNITY/ORGANIZATION NAME] Awarded the [Buckeye Impact Grant/Trillium Local Activity Grant] for Program Commemorating America's 250th Anniversary

The project is one of 61 community-based projects funded through the America 250-Ohio Commission's second round of grants totaling \$600,000

CITY, Ohio (June 11, 2024) – In the lead up to America's 250th anniversary, [COMMUNITY/ORGANIZATION NAME] announced today it received a [Buckeye Impact Grant/Trillium Local Activity Grant] from the [America 250-Ohio Commission](#) for its upcoming project titled, "[PROJECT TITLE]." [INSERT PROJECT SUMMARY]

[QUOTE FROM COMMUNITY/ORGANIZATION LEADER ABOUT RECEIVING THE GRANT]

FOR THE BUCKEYE IMPACT GRANT ONLY, INSERT THE FOLLOWING COPY: The Buckeye Impact Grants offer up to \$50,000 for projects with a statewide, regional, or significant local impact. These projects may include significant exhibitions, regional commemorative activities, substantial digital and documentary media projects and signature public events.

FOR THE TRILLIUM LOCAL ACTIVITY GRANT ONLY, INSERT THE FOLLOWING COPY: The Trillium Local Activity Grants offer up to \$5,000 for projects with a local or community-wide impact. These projects may include exhibitions, interpretative panels, local commemorative programs or activities, local public events, educational, public programs, and smaller digital and documentary media projects.

"The America 250-Ohio Commission congratulates [COMMUNITY/ORGANIZATION] on this grant award. Their efforts in educating the public and honoring Ohio's illustrious history are deeply appreciated," said Doug Preisse, co-chair of the America 250-Ohio Commission. "As we near America's 250th anniversary, these projects will play an essential role in elevating our state's history and bolstering our communities' efforts to execute impactful initiatives during such a monumental celebration."

[COMMUNITY/ORGANIZATION NAME] was one of the 61 recipients chosen from the more than 170 statewide applications during the grant program’s spring 2024 funding cycle. In total, America 250-Ohio, awarded approximately \$600,000 in grants to communities and organizations across Ohio as part of the commission’s second funding cycle. Combined with the approximately \$400,000 in grants awarded in January 2024, the America 250-Ohio Commission grants program has worked with [Ohio Humanities](#) to distribute \$1 million in grants to 84 organizations across the state. The grant program was designed to showcase the achievements, struggles, honors, innovations and significance of all people in Ohio since before its founding to the present day. Themes identified for Ohio’s commemoration of America’s 250th anniversary programming include:

- Celebrations and Signature Events: Impacting tourism and economic development
- Ohio Originals: Highlighting points of pride and unity
- Engaging Youth and Lifelong Learners: Education and scholarship
- Inclusive Statewide Engagement: Museums, arts and culture
- Telling Ohio Stories: Highlighting stories of Ohioans past and present

For more information on [COMMUNITY/ORGANIZATION], visit [INSERT COMMUNITY/ORGANIZATION WEBSITE]. To learn more about the America 250-Ohio Commission’s grants program visit [America250-Ohio.org/grants/](#).

###

About [Community/Organization]

[INSERT BOILERPLATE COPY]

About America 250-Ohio

In 2026, the United States will celebrate its semiquincentennial, which is the 250th anniversary of the Declaration of Independence. Each state has been encouraged to create a celebration and commemoration of this anniversary to reflect the unique character and contributions of each state to the nation over the past 250 years. Ohio is fully embracing this opportunity. The Ohio Commission for the Semiquincentennial (aka America 250-Ohio Commission or AM250-OH) was created by the Ohio legislature and launched on March 1, 2022. The charge of the AM250-OH Commission is to “...to plan, encourage, develop, and coordinate the commemoration of the two hundred fiftieth anniversary of the founding of the United States and the impact of Ohioans on the nation’s past, present, and future.” — Ohio Revised Code (149.309). More information can be found at [America250-Ohio.org](#).

About Ohio Humanities

Ohio Humanities is a statewide nonprofit that shares stories to spark conversations and inspire ideas by hosting programs and awarding grants that support storytellers statewide, from museums to journalists to documentary filmmakers. For more information, please visit our website at [OhioHumanities.org](#).

Visual Assets: Visual assets including the America 250-Ohio Commission and Ohio Humanities logos are available for download [here](#).



America 250-Ohio Commission GRANT AGREEMENT Cleveland Municipal Court

By the signatures of both parties below, the America 250-Ohio Commission (AM250-OH) obligates from its grant program the sum of \$5,000 to the **Cleveland Municipal Court** (Grantee) for **Educating Youth About Ohio's First Municipal Court**, a **Trillium Local Activity Grant** project under the *Guidelines* of the America 250-Ohio Commission.

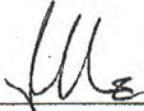
The grant period will extend from June 15, 2024 – May 31, 2025. The Grantee will submit the required Final Project Report on or by July 15, 2025.

This Agreement will be governed by the terms and conditions enumerated below. These terms and conditions shall apply to the Grantee and Grantee's subcontractors.

In witness thereof, the parties have executed this Agreement on the dates entered below:

Grantee:

America 250-Ohio Commission

By: 

By: 

Printed name: Russell R. Brown III

Printed name: Todd Kleismit

Title: Court Administrator

Title: Executive Director

Date: 6/20/24

Date: 6/24/2024

GRANT TERMS AND CONDITIONS

Certification of Status

1. The Grantee certifies that it is a non-profit organization incorporated in the State of Ohio in good standing and that the IRS has granted to it tax-exempt status, or that it is a public or educational entity in the State of Ohio. Furthermore, the Grantee warrants that it has the legal authority to accept a grant from AM250-OH and to finance and complete the funded project, as described herein including subsequent approved modifications.

Use of Grant Funds

2. Grant funds will be expended only for the activities described in the project attachment hereto. As the project proceeds, the attachment may be revised by mutual consent of the Grantee and the America 250-Ohio Commission. Revised documents will supersede earlier versions (see section "Revisions to Project" below).
3. Project costs must be incurred during the grant period. Expenses charged to grant funds may not be incurred prior to the beginning date specified above or after the grant end date, also specified above. Obligations outstanding as of the end date of the grant period shall be paid within 30 days thereafter.
4. Any portion of the AM250-OH grant award that is not obligated at the end of the grant period shall be recaptured by the America 250-Ohio Commission for future grant making. Grantee shall return such funds to AM250-OH, or otherwise cooperate in AM250-OH's recovery of the funds.
5. The Grantee agrees to assign or secure for this Project personnel who meet applicable professional qualifications as stated in AM250-OH's Grant Guidelines.
6. Travel expense reimbursement amounts for the Project are set by rates in the Ohio History Connection's Travel Policy and Procedures in effect as of the date of this Agreement.
7. The Grantee agrees not to use any part of the AM250-OH grant or matching share for this Project to support a candidate for public office or for any activity or for the publication or distribution of literature that in any ways tends to promote public support or opposition to any legislative proposal on which Congressional, state, or local government action is not complete.
8. No funds from this grant will be used to pay the cost of capital expenses, food, alcoholic beverages, artistic materials and equipment not related to AM250-OH activities, non-AM250-OH mission-related operating costs, equipment costs not related to an AM250-OH activity, fundraising efforts, lobbying, scholarship assistance, staff salaries at a K-12 school, high school or college student pay, university faculty salary and costs that are not directly related to this project, and costs related to any project whose primary purpose is to promote partisan ideologies or religious proselytization.

Reports, Forms, & Disbursement of Grant Funds

9. AM250-OH shall remit the grant award to the Grantee in one payment as outlined below:
 - a) 100% of the total grant amount within 30 days upon submission of the following:
 1. Signed Grant Agreement
 2. Completed W-9 form
 3. New Vendor Form

Grant Accounting and Auditing

10. The Grantee agrees to maintain records and accounts consistent with generally accepted accounting principles and adequate to permit an accurate and expeditious audit, as necessary, by AM250-OH or its designated representative.
11. The grantee will report the full cost of the project in the final report. This will include reporting how the grant dollars were spent along with any local investment (cash from sponsoring organizations, other grants, gifts, or donated labor or material).
12. The Grantee agrees to retain all project-related records for 3 years following final payment of project-related expenses and resolution of all other pending project-related matters. If an audit, litigation, or other action is started before the end of the 3-year period, records relating to the action must be retained until all issues arising from the action are resolved or until the end of the 3-year period, whichever is later.
13. AM250-OH will not be responsible or liable for any deficit arising from the Grantee's program nor will AM250-OH be liable for any costs over and above the grant amount specified in this Agreement.

Acknowledging America 250-Ohio Support

14. All written, visual, and audio material about America 250-Ohio-supported activities – including, but not limited to news releases, newsletter articles, web sites, social media postings, and program handouts – must include the following acknowledgement, verbatim and in legible type:

[INSERT NAME OF PROJECT] is funded in part by the America 250-Ohio Commission.

In addition, any printed or media materials that publicize or are produced as part of the project should include the following statement: "Any views, findings, conclusions or recommendations expressed in this [publication, program, exhibition, website, etc.] do not necessarily represent those of the America 250-Ohio Commission.

15. In any social media posts about the Project, use the tags **@america250-ohio (Facebook)** and **@am250oh (Instagram)**, in addition to the acknowledgement language above.
16. At any public event, such as a lecture, performance or panel discussion, verbal acknowledgement of AM250-OH support is required at the beginning of the program.
17. Refer to the AM250-OH Project Guide for comprehensive grant acknowledgement instructions.

Revisions to Project

18. The Grantee agrees to complete the proposed work by the project end date noted above and will adhere to the project attachment hereto.
19. Requests for substantial changes to the following must be submitted in writing and approved by the AM250-OH Commission and executive director prior to the execution of a change: scope of a project, dates of public events associated with the project, and key project personnel identified in the grant application.
20. Substantial changes to the work schedule that affect the end date of the grant period or the due date of the final project report must be submitted in writing to and approved by the AM250-OH

Commission and executive director in advance. Prior approval by AM250-OH is not required for minor adjustments to the work schedule.

Non-Assignability, Third Party Obligations and Liability

21. The Grantee may subcontract for performance of project-related work as described in Grantee's application. The execution of subcontracts shall not alter or modify the obligations of the Grantee. The Grantee shall not assign or otherwise transfer final responsibility for this Grant Agreement, the grant, or the project to any third party.
22. It is not the intent of the parties to this Agreement to create an agency relationship. Neither party, nor their subconsultants or subcontractors, may bind the other to obligations to third parties. The Grantee shall be solely responsible for the acts, omissions, faults, and negligence of its agents, employees, volunteers, contractors, subcontractors, and their employees, and all other persons otherwise engaged by the Grantee under this Agreement and for any damage to persons or property as a result thereof.

Liability

23. Grantee will be responsible for the acts and omissions of its employees and agents. Grantee maintains a comprehensive program of self-insurance and commercially purchased insurance, covering property, casualty and liability exposures to the Grantee and its employees, agents and volunteers, while acting on the Grantee's behalf.

Grant Suspension, Termination, or Ineligibility

24. Failure of the Grantee to comply with any of the terms or conditions of this Agreement shall be deemed a material breach of the Agreement, and upon written notice from AM250-OH, the commission shall, to the full extent permitted by law, have every right and remedy available to it by law, including the right to cancel the grant either in part or in whole and recover any partial payments made.
25. This grant may also be terminated by mutual agreement, which shall not affect any valid commitment of grant funds that, in the judgment of both AM250-OH and the Grantee, had become firm before the effective date of the termination.

Compliance with Local, State, and Federal law

26. The Grantee affirms that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal department or agency.
27. The Grantee affirms that no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program, activity, or service on the basis of race, color, religion, sex, national origin, disability, ancestry, gender identity, sexual orientation, veteran's status, age or any other status or class protected by law. The Grantee further agrees not to so discriminate against any employee or applicant for employment to be hired in the performance of this Agreement with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment.
28. The Grantee and its subcontractors and partners in the performance of all activities under this Agreement shall comply with and require compliance with all applicable laws, ordinances, codes,

and regulations of the United States, the State of Ohio, and of local government. No portion of the proceeds of the grant may be used for the personal benefit of disqualified persons.

General Provisions

29. This Agreement is the entire agreement of the parties, and all prior representations, negotiations and agreements are merged with and superseded by this Agreement.
30. This Agreement and all matters related to it shall be governed by the laws of the State of Ohio, except that all laws, rules, or precedent resulting in the application of the law or procedure of any other jurisdiction shall not apply.
31. All disputes shall be heard exclusively before the state or federal courts seated in Franklin County, Ohio, and the parties acknowledge that such courts have personal jurisdiction and are proper venues.