

DEPARTMENT OF PUBLIC WORKS
Legislative Summary
2021 African American Cultural Gardens Grant

Ordinance: 536-2021

Legislative Purpose: This legislation authorizes the Director of Public Works to employ by contract or contracts one or more consultants or one or more firms of consultants for the purpose of supplementing the regularly employed staff of the several departments of the City of Cleveland to provide donor engagement, marketing, promotional, public relations, and creative services necessary for the funding of additional improvements to the African American Cultural Garden.

Term: April 1, 2021 – March 31, 2022

Estimated Grant Award \$350,000.00

Program Description: The African-American Cultural Garden was established after a task force of prominent business and civic leaders and community activists was organized by Mayor Frank G. Jackson. They identified the garden’s mission as promoting education and interest in African American culture and heritage and a spirit of friendship among all people.

Passage of this legislation will allow the City of Cleveland, Department of Public Works to accept a Grant awarded for consultant fees, beginning construction of phase II estimated at \$883,187 and donor engagement designed for the African-American Cultural Garden:

- To increase donor engagement/outreach with tactics such as naming rights and crowdfunding.
- To manage administration and coordination of necessary permits and approvals.
- Facilitation of phase 2 design and construction.
- Marketing and communications with project updates.

Funding Source: Cleveland Foundation Grant

Grant Award Notification



March 25, 2021

To: The Honorable Frank G. Jackson
Ms. Valarie McCall

We are pleased to inform you that the Cleveland Foundation has authorized a grant to **City of Cleveland**. Please accept this email as our formal grant award notification. A copy of this notification including the approved budget (if applicable) will be available through your Grants Gateway.

By accepting this grant, you agree to the Cleveland Foundation's [Terms and Conditions of Grant](#). As we have moved to all electronic communication, you will not be required to return any signed document. 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.

In an effort to reduce our environmental impact, we ask that any grant acknowledgement be sent electronically to grantsmgmt@clevelandn.org.

GRANT ID: 375333	AMOUNT:	\$325,000.00
ORGANIZATION:	City of Cleveland	
GRANT PURPOSE:	African American Cultural Gardens: phase two construction and donor engagement. Release of funds is conditioned upon passage of appropriate legislation by the City of Cleveland to accept and expend these funds.	
ANTICIPATED OUTCOMES:	<i>You will be required to report on the following outcomes when completing your grant report(s)</i> <ul style="list-style-type: none"> - Increased donor engagement/outreach with tactics such as naming rights and crowdfunding. - Manage administration, and coordination of necessary permits and approvals. - Facilitation of phase 2 design and construction. - Marketing and communications with project updates. 	
GRANT PERIOD:	04/01/2021 - 03/31/2022	
PAYMENT/S (on or about)	04/30/2021 \$ 162,500.00 10/31/2021 \$ 162,500.00 <small>Funding Source: Leonard C. Henna, Jr. Community Development Fund - AT (63263), TCF National City Bank Concentration Account (63602)</small>	
REPORTS DUE:	10/01/2021 Interim Grant Report 04/30/2022 Final Grant Report <i>Online reporting for this grant is accessible through your Grants Gateway Homepage</i>	
OFFICER/DIRECTOR:	Nelson Beckford	

If you have any questions or need additional information, feel free to contact us at GrantsMgmt@CleveFdn.org.

Sincerely,

India Pierce Lee
Senior Vice President, Program

Enclosure

*TCF Concentration Account includes the following funds: The Carl and Marion Dittmar Fund • The Louise W. and Irving K. Heller Fund • Dr. Henry A. and Mary J. Schlink Memorial Fund • Charles W. and Lucille Sellers Memorial Fund • The William W. and Mary A. Sly Memorial Fund • The John C. and Elizabeth F. Sparrow Memorial Fund • Frederick C. Sterling Second Testamentary Trust • Avery L. Sterner Fund • The Alma S. Stoddard Memorial Fund No. 1 • Harvey E. Stuhler Memorial Fund • The Elizabeth M. and William C. Treuhart Fund • Howard Ullman Trust • Edith Wright Memorial Fund • The Frederic M. and Nettie E. Backus Memorial Fund • Lyda G. and Horatio B. Ebert Memorial Fund • Paul Eden Trust • John R. Kistner Fund • Hassler Memorial Fund • David Roblin Hawley Memorial Fund • Louis D. Beaumont Fund • Ida Beznoska Fund • Russell J. and Margaret B. Ferree Trust • Charles R. and Deborah McDonald Fund • Donald W. McIntyre Fund • The John C. McLean Memorial Fund • The Ruth Neville McLean Memorial Fund • Gustave Lorber and Frieda Bruml Lorber Memorial Fund • Clemens W. Lundoff and Hilda T. Lundoff Fund • George W. Chisholm Fund • George Bascome Coombe Fund

Organization Name: City of Cleveland

Grant ID: 375333

Grant purpose: African American Cultural Gardens: phase two construction and donor engagement

The approved allocations for this grant are detailed below.

PROJECT EXPENSES	Requested Amount	Foundation Award
Salaries and wages		
Consultants and professional services	\$350,000	\$350,000
Travel		
Equipment		
Office Supplies/Materials		
Postage and mailing		
Indirect expenses ie: rent/occupancy, utilities, maintenance		
Printing		
Professional Development		
Other		
TOTAL	\$350,000	\$350,000



TERMS AND CONDITIONS OF GRANT

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

ASSIGNMENT

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



The Association of
African American Cultural Gardens

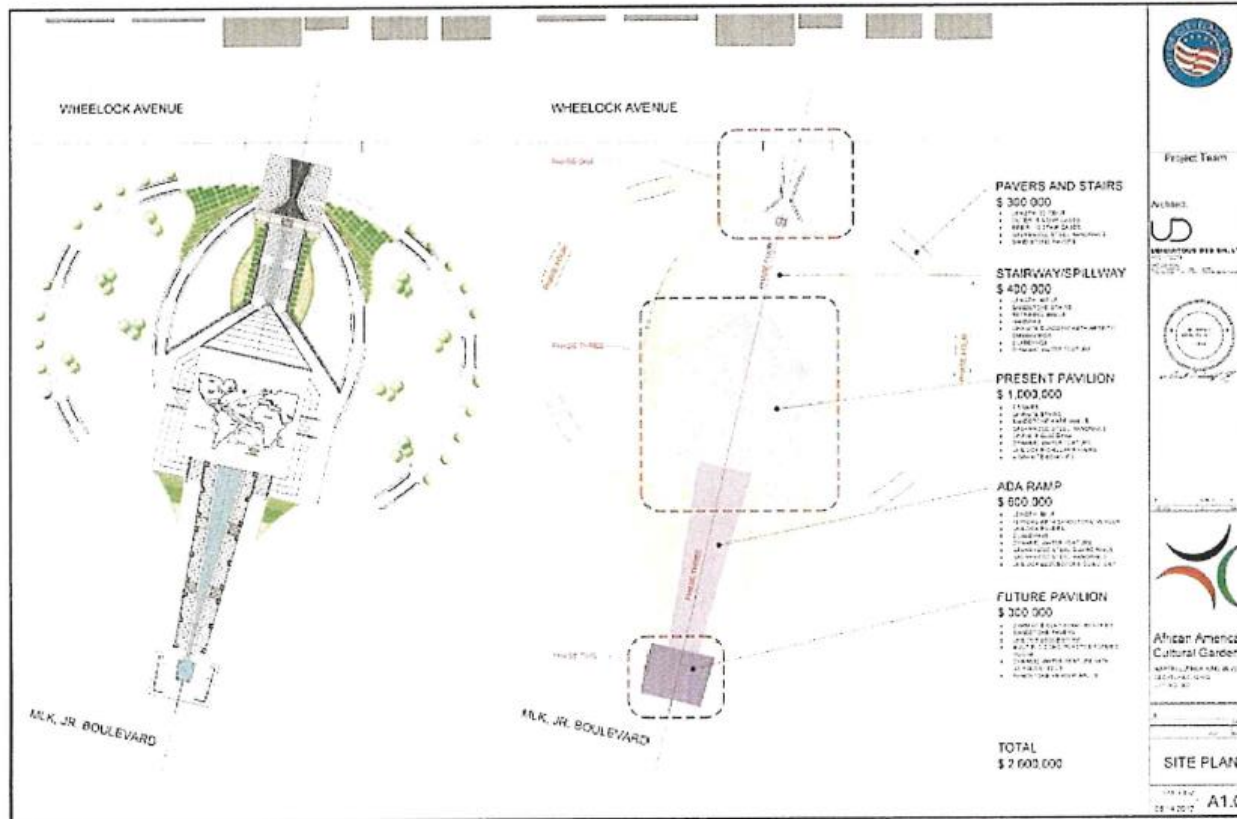
African American Cultural Garden Phase II Estimate
at Cleveland Federation of Cultural Gardens

Sitework	\$95,281
Concrete	146,585
Granite + etching	250,000
Pavers	104,995
Steel-handrails	20,000
Site electrical allowance	50,000
Landscaping	<u>66,526</u>
Sub Total - Hard Costs	\$733,387
Project Management	25,000
Engineering	50,000
Contingency	68,000
Permit	<u>6,800</u>
Total	\$883,187

29-Dec-20

PHASE II - CURRENT PLAN

SITE PLAN



2021 PHASE II DESIGN



BIRDSEYE VIEW FROM MLK BLVD.