

**CLEVELAND PUBLIC LIBRARY**

**Finance Committee**

November 17, 2020

**RESOLUTION OF INTENT TO ACCEPT GIFT AND TO AUTHORIZE THE  
CLEVELAND PUBLIC LIBRARY TO ENTER INTO A LICENSE AGREEMENT WITH  
JUMPSTART INC. TO ENTER LIBRARY PROPERTY IN CONNECTION WITH  
CONSTRUCTION OF THE GIFT**

WHEREAS, JumpStart Inc. (“Donor”) has proposed to construct and donate a Community Innovation Learning Center (“Learning Center”) at the Library’s Fulton branch and to work with the Library following completion of construction to provide technology-centered programming focused on four key areas: Digital Literacy, Workforce Readiness, STEM Principles, and Entrepreneurship, including educational pathways to certifications which are intended to benefit Cleveland’s underserved community residents by increasing their competitiveness and uncovering new employment opportunities; and

WHEREAS, The Donor and the Library will work together to determine the location, design, and construction of the Learning Center within the Fulton branch, and the Donor will provide all furniture, fixtures, and equipment needed to operate the Learning Center; and

WHEREAS, Following the opening of the Learning Center at the Fulton branch, the Donor will assist the Library in providing programming and support for the Learning Center and will continue to work with its funders to provide the Library with access to new and emerging technologies, tablets and computers, and LTE connectivity through December 31, 2024; and

WHEREAS, The proposed Learning Center fits within the Cleveland Public Library’s mission of being the center of learning for a diverse and inclusive community; and

WHEREAS, O.R.C. Section 3375.40(K) grants the Board of Trustees authority to accept gifts to the Cleveland Public Library; and

WHEREAS, The Executive Director recommends that the Board indicate its intent to accept, once the work is complete to the satisfaction of the Library, the gift proposed by JumpStart Inc. to install and provide programming for the Community Innovation Learning Center at the Fulton branch, and also recommends granting a license to JumpStart Inc. and its contractor(s) to permit entry on Library property to perform the work; now therefore be it

RESOLVED, That the Cleveland Public Library Board of Trustees acknowledges that the Donor, JumpStart Inc., proposes to construct the Community

Innovation Learning Center at the Fulton branch, to equip the Learning Center with the necessary furniture, fixtures, and equipment, and to provide programming and other support for the Learning Center through December 31, 2024; be it further

RESOLVED, That the Board hereby declares its intent to accept the gift from the Donor, upon completion of the project in a manner satisfactory to the Library's Chief Operating Officer, and contingent upon compliance with the conditions by the Donor and its contractor(s) in the construction of the Project contained in a separate License Agreement; and be it further

RESOLVED, That the Executive Director, CEO or his designees, is authorized to negotiate and enter into such instruments and agreements as are necessary to effectuate the project and the gift, including a License Agreement between the Library and the Donor granting the Donor and its agents the right to enter on Library property to construct the Learning Center, which license shall include terms and conditions concerning compliance with applicable code, permitting, and safety requirements, providing appropriate insurance to cover the construction and related activities involved with the construction of the project, ensuring that construction will not interfere with on-going Library activities, and ensuring that the Library will not be liable for any costs associated with the gift; be it further

RESOLVED, That all incidents of absolute ownership of the Project shall be vested in the Library from the time of acceptance of the gift forward.

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CLEVELAND PUBLIC LIBRARY, located at 325 Superior Avenue, Cleveland, Ohio 44114 ("Library") and JumpStart Inc., an Ohio non-profit corporation with a principal place of business located at 6701 Carnegie Avenue, Cleveland, Ohio 44103 ("Donor"):

### WITNESSETH THAT:

WHEREAS, Donor desires to assist Library by constructing a Community Innovation Learning Center in the Fulton Branch of the Cleveland Public Library (the "Project"), including the program outline in the Memorandum of Understanding, (the "Program") and which will provide educational opportunities to benefit the patrons of the Library and community; and

WHEREAS, Donor desires to implement the Project within the Fulton Branch of the Cleveland Public Library, located at 3545 Fulton Road Cleveland, OH 44109 (the "Site"); and

WHEREAS, Donor desires to enter onto the Site to install and construct, at no cost to Library, the Project and to donate such improvement to Library as a gift; and

WHEREAS, Library desires to have Donor install, construct, and donate the Project to the Library. As applicable, Library agrees to abate any regulated building material issues that arise from the Project work, according to Library's Asbestos Management Plan, prior to Project install.

NOW THEREFORE, in consideration of the foregoing, the parties mutually agree as follows:

1. Donor shall provide or shall cause to be provided, plans, drawings and specifications (the "Plans") to Library for its approval, Library agrees to complete its review of the plans, drawings and specifications within 10 business days of receipt of the same. Once approved, Donor shall provide all necessary materials, tools, and equipment, and shall perform all necessary labor, to install and construct the Project at the Site. Such installation and construction shall include system design, materials, site preparation, site safety, permits, and labor in accordance with the quote prepared by the Donor's contractor ("Contractor"), which quote shall be subject to the review and approval of Library. Donor shall cause Contractor to install and construct the Project so that Project will be ready for use by Donor per the terms of the Memorandum of Understanding, which is attached hereto and incorporated herein as Exhibit A, upon the joint acceptance of Donor and Library. The total cost of the Project (including change orders that are approved by Donor) will be provided by Donor, and Donor shall provide evidence satisfactory to Library prior to installation and construction of the Project that it has funds sufficient to complete such Project. Donor shall indemnify and hold harmless Library from any liability, costs, expenses, claims, liens, or judgments arising out of Donor's obligation to pay the total costs of the Project.

- a. Donor shall cause Contractor and Contractor's subcontractors to pay prevailing wage rates to its employees as such rates are set by the Ohio Department of Commerce. Donor agrees that a representative of Library shall act as the prevailing wage coordinator, and that when requested by the prevailing wage coordinator, Donor shall withhold payments to its contractor until prevailing wage requirements have been met. Donor shall provide the prevailing wage coordinator with copies of all payment requests, certified payrolls, and all lien waivers filed by contractor with Donor within 3 business days of receipt for review and approval. Donor shall require Contractor to provide a

Final Affidavit of Compliance at Project completion prior to making final payment and provide a copy of the Affidavit to the prevailing wage coordinator.

2. Installation and construction of the Project, commissioning, wages and payments shall be governed by the terms and conditions of the Installation Agreement to be entered into between Contractor and Donor, and which shall be subject to review and approval by Library. The Project shall be completed, weather permitting and subject to material availability and site readiness, within timeframe outlined in the "*Project Scope*", which is attached hereto and incorporated herein by reference, after start of onsite installation, unless extended by written consent of Library.
3. Library hereby grants to Donor and its Contractor a non-exclusive license to enter on the Site and to cross through, into, and under real estate owned by Library to complete the Project. Donor recognizes that this Agreement does not give Donor any temporary or permanent ownership interest in the Site and agrees that throughout completion of the Project, the Site shall be owned by Library.
4. Donor agrees to submit any change orders affecting the Plans to Library for review and approval. Unless otherwise agreed to by Library and Donor, Donor shall be responsible, or will cause Contractor to be responsible, for any increase in cost resulting from a change order. Donor further agrees to submit regular reports to Library on the status of the Project and completion of the Project. Library shall be permitted to inspect all work and materials comprising the Project at any time. Donor also agrees that Library shall have the right to approve the construction personnel that Donor proposes to use for the Project, which approval will not be unreasonably withheld. Donor will submit or cause the Contractor to submit the Plans to all appropriate public authorities and obtain all permits and approvals necessary to complete the Project. Donor will be responsible, or cause Contractor to be responsible, for all costs associated with such permits, inspections, and other necessary approvals.
5. Donor will require that Contractor will at all times conduct the completion of the Project in conformance with this Agreement and will not interfere with, obstruct, or endanger Library's operations, facilities or property near the construction site. Donor and Contractor(s) will maintain a safe construction site to protect Library staff and patrons and others from injury and not interfere with on-going Library activities during the time of construction.
6. Upon completion of the Project, Library will prepare and provide a deed of gift to the Donor for approval, and upon approval (which will not be unreasonably withheld) Donor shall execute, and Library will own the Project thereafter. At the time of acceptance of the Project, Donor will arrange for the transfer of all manufacturer and material warranties applicable to the Project to Library. In addition, Donor will cause Contractor to warrant all workmanship provided in connection with the Project for a period of one (1) year commencing upon acceptance of the Project by Library in accordance with the Installation Agreement.

7. During construction of the Project and until Library accepts the Project, Donor will cause Contractor to assume the risk of and shall indemnify and hold harmless Library, and its officers, employees and agents, against any and all losses, claims, demands, causes of action, damages, liabilities, costs and expenses arising out of the Project, including, without limitation, the filing of any vendor's, mechanic's, laborer's or materialman's lien, or delay claims. Donor will cause this provision to be included in all contracts with contractors and subcontractors who perform the Project.

8. Donor will cause Contractor to maintain a policy or policies of general liability and property insurance in the amount of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Library and its Board of Trustees, officers, employees, and agents shall be listed as "additional insureds" under the policy or policies. The insurance policy shall contain endorsements or provisions waiving the insurers' rights of subrogation against Library. Before beginning the Project, Donor will provide a copy of the insurance policy in order that Library may review exclusions, and a certificate of such insurance to Library.

9. Donor and Contractor(s) engaged by Donor shall, in the performance of the Project, comply with all applicable federal, state and local laws and ordinances, all lawful orders, rules and regulations thereof, and all rules and regulations applicable to Library. Donor shall comply with the requirements of Ohio Revised Code Chapter 1311 mechanic's lien provisions applicable to private improvements, including, without limitation, issuing a notice of commencement for the Project.

10. Any Notice required or permitted by this Agreement to be given by either Donor or Library to the other shall be in writing and shall be sent by certified mail, return receipt requested, at their respective addresses as follows:

If to Library: \_\_\_\_\_  
Cleveland Public Library  
525 Superior Avenue  
Cleveland, Ohio 44114

or such other addresses as the Library may give notice to Donor.

If to Donor: Kendra Gardiner  
JumpStart Inc.  
6701 Carnegie Avenue, Suite 100  
Cleveland, OH 44103

or such other address as Donor may give notice of to the Library.

11. If, as a result of Donor's failure to make payments, and construction of the Project, a mechanic's lien is asserted against any part of the Site including the filing of an attested account based upon the furnishing of material or labor to the Site or the Project, Donor will at its own expense cause the same to be discharged (by satisfaction, bonding off, or other adequate means as determined by Library) within 30 days after the date of filing of such lien. If Donor does not cause the same to be discharged within 30 days, Library may, but shall not be obligated to, pay the claim upon which such lien is based so as to have such lien released of record. If Library does so, Donor shall remain responsible to Library for the amount of such claim and for any and all expenses including attorney fees and court costs which Library incurs to discharge such lien.

12. This Agreement may be amended in writing by the parties hereto at any time by mutual agreement of the parties, and may be terminated or suspended without advanced notice in the event Library determines that the health or safety of its building, employees or patrons is at risk.

13. If at any time during this Agreement, Donor defaults in the performance or observance of any of the terms and conditions of this Agreement, Library may give Donor 30 day's prior written notice of the intent to terminate this Agreement. If Donor fails to cure the default, Library may terminate this agreement, and Donor shall immediately transfer to Library all funds necessary to complete the Project in accordance with the Plans, and if requested by the Library, Donor shall also assign the Installation Agreement to Library. Upon termination of this Agreement due to Donor default, title to all work performed prior to termination shall immediately vest with Library. If Library chooses not to terminate this Agreement upon learning of Donor's default and chooses to continue to perform under this Agreement, such continuation shall not be deemed as a cure for the default. If at any time during this Agreement, Donor terminates the Installation Agreement, Donor shall either select a new contractor to complete the Project or transfer to Library the funds necessary to complete the Project in accordance with the Plans. If Donor selects a new contractor to complete the Project, the new contractor shall be subject to Library's approval, which approval will not be unreasonably withheld by Library. If Donor transfers to Library the funds necessary to complete the Project in accordance with the Plans, Library will complete the Project. If Donor terminates the Installation Agreement according to the terms set forth therein or due to a concealed condition that makes constructing the Project impossible or impracticable, then upon the reasonable request of Library, Donor shall require the Contractor to return Library's Site to its original condition at Donor's cost, provided that Library did not have prior actual knowledge of the concealed condition.

14. This Agreement is entered into solely for the mutual benefit of Library and Donor. This Agreement is not entered into with the intent that it shall benefit any other person, and no other such person shall be entitled to be treated as a third-party beneficiary of this Agreement.

15. Donor agrees that in fulfilling the terms of this Agreement, it shall not discriminate against any participant or applicant for employment because of race, color, religion, national origin, ancestry, sex, or handicap.

16. This Agreement may be executed in counterparts, each of which taken together shall constitute one single agreement between the parties. Faxed signatures or signatures in PDF copies transmitted via e-mail will be deemed original signatures for all purposes.

17. This Agreement contains the entire agreement of the parties and supersedes all prior agreements.

18. In the event of any conflicts between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, Library and Donor have caused this Agreement to be executed by their duly authorized signers.

**CLEVELAND PUBLIC LIBRARY**

**DONOR:**

By: \_\_\_\_\_  
Felton Thomas Jr., CEO, Executive Director

By: \_\_\_\_\_  
Kendra Gardiner, Chief Performance Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Memorandum of Understanding**  
between  
**JumpStart Inc.**  
and  
**Cleveland Public Library**



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## Summary

This Memorandum of Understanding (“Agreement”) is entered into by and between JumpStart Inc. (“Donor”) and the Cleveland Public Library (“CPL”), setting forth the understanding by which CPL will allow Donor to occupy and use the renovated Fulton Branch, gifted by Donor as per the License Agreement, a state of the art, multi-generational Community Innovation Learning Center (the “Center”), to implement the community initiative described in more detail below (the “Program”) at the host site, the Fulton Library Branch (“Branch”) through December 2024.

## Purpose

The purpose of this Agreement is to provide an outline of how Donor, CPL, and Branch will work together to use the space to implement the programming element of this initiative. The objective of the programming element is to deliver technology-centered programming focused on four key areas: Digital Literacy, Workforce Readiness, STEM Principles, and Entrepreneurship, including educational pathways to certifications which are intended to benefit Cleveland’s underserved community residents by increasing their competitiveness and uncovering new employment opportunities. This Agreement outlines the required commitment from Donor and CPL to ensure a meaningful and productive experience for both organizations and the community served.

## Donor Overview

Donor is a nationally recognized investing, entrepreneurial support and economic development organization dedicated to unlocking the full potential of entrepreneurship to transform entire communities. Formed in 2004 by regional civic, corporate and philanthropic leaders, Donor combines the principles of (private) venture capital and (non-profit) economic development to forge transformational economic growth in the communities we serve.

Donor’s primary work is focused on three core areas:

- **Delivering Services:** Provides advising, programs and services to help high-potential businesses solve problems, drive growth and create jobs.
- **Acting as an Intermediary:** Partners with private, public and philanthropic funders who want to turn their economic development goals, vision and resources into action and impact.
- **Making Investments:** Funds tech entrepreneurs, providing the capital they need to start and grow their companies.

For more information, visit [www.jumpstartinc.org](http://www.jumpstartinc.org).

This initiative is an example of Donor’s work as both an Intermediary and a Service Provider. This initiative is funded by a National Foundation Corporation (“Funder”).

## Donor Commitment

Donor will provide the following to CPL, subject to funding from Funder

- Donor commits to providing adequate furniture, fixtures, and equipment to be used to deliver programming. Donor allows CPL and the Branch to use the furniture, fixtures, and equipment in the Center while not in use for the delivery of the programming.
- Donor commits to work with the initiative's Funder to provide CPL access to new and emerging technologies, tablets and computers, and LTE connectivity. Additionally, Donor may, at its discretion and where available, bring 5G access and related technology to the Center over the course of the Program.
- Donor commits to enable the application of technology through workforce development, digital literacy, STEM education, and entrepreneurship learning programs for the Center at the Branch. For additional information see the Programming Overview in the Appendix.
- Donor commits to support CPL in the management of the Center through the work of a Site Manager to be funded by the Donor.
- Donor commits to provide technical assistance/guidance once construction at the Branch is complete.
- Donor commits to marketing and publicity efforts of the Center in accordance with CPL policies and procedures/guidelines, which CPL may from time to time revise.
- Donor commits to work with the Site Manager to secure media releases from participating staff, students (where applicable) and community members.
- Donor commits to provide volunteer opportunities to CPL to engage Donor's and CPL's local employees in meaningful and impactful volunteer opportunities for the Center.
- Donor commits to include CPL in the selection of program partners, as requested.
- Donor commits to share its programming calendar with CPL and Donor commits to allow CPL to use the Center space when available.
- Donor commits to providing CPL with a 72-hour notice to reschedule their programming if there is a scheduling conflict with any CPL programming in the Center.

## CPL Commitment

- CPL commits to allow Donor to use the Center space to deliver technology-centered programming during CPL's operating hours.
- CPL commits to allow Donor to have priority to use the Center space through December 2024.
- CPL commits to provide points of contact who will participate in regular meetings with Donor.
- CPL commits to support the Center Site Manager in the management of the space.
- CPL commits to maintain a safe and secure space for the furniture, fixtures, equipment's, and participants of the Center at the Branch in a manner consistent with CPL's existing practices for providing safety and security to CPL employees, patrons, and property.
- CPL commits to provide the Donor a physical space assessment and inventory of condition of elements annually.
- CPL commits to acknowledge Donor and Funder in press releases, presentations, media coverage, and announcements tied to success stories resulting from participants benefiting from the asset of the space within the library and the programming provided through the Center. Public statements about Donor and Funder or its grantmaking should be cleared in advance by Donor and Funder.
- CPL commits to notifying Donor's principal staff identified in the agreement of any upcoming publicity or media coverage related to promotion of the activity in the Center.
- CPL commits to cooperating with Donor and Funder efforts to highlight the overall success of the initiative separate from Donor's promotions. This may include: setting up interviews or photo sessions with CPL staff (with the consent of staff), board, or clients; providing photographs, slides, or graphics, with signed releases where required; or providing access to background material related to the funded project.
- CPL commits to work with Donor to develop a process for internet connectivity, technical support, and maintenance of the Center.

## **Fulton Library Branch Commitment**

Under CPL's network, the Branch commits to the following:

- Branch commits to abiding by the expectations of the Program outlined and agreed upon with the Donor and CPL, participate in required elements, and implement with fidelity for duration of the program.
- Branch commits to supporting a grand opening ceremony for the Center upon construction completion.
- Branch commits to hosting Donor and Funder's volunteers, as applicable, in space execution activities and/or community engagement activities in accordance with the Center's grand opening ceremony.
- Branch commits to supporting the implementation and execution of the programming established for the Center at the Branch.
- Branch commits to providing Site Manager with a dedicated telephone, access to printer, copier, and access to the Branch facility.

## **Compliance with Applicable Laws, Regulations, Policies, Bargaining Agreements**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict-of-laws provisions. The parties hereto will comply with all applicable laws, including without limitation Federal, state, and local laws, regulations and organizational policies governing student/community member privacy. In the event that any provision of this Agreement requires CPL to violate any current or future collective bargaining agreement, such provision shall be modified to prevent such violation or shall otherwise be unenforceable.

## **Modification; Term of the Agreement**

This Agreement may be modified by mutual consent of authorized officials from JumpStart Inc. and Cleveland Public Library via written agreement executed and approved in the same manner as this Agreement. This Agreement shall become effective upon signature by the authorized officials from JumpStart Inc. and the Cleveland Public Library and will remain in effect until **December 31, 2024** (the "Term"), unless terminated by either earlier, or extended by both of the parties as provided for herein.

## **Board Review and Approval of this Application**

At least one officer of the Cleveland Public Library's board has reviewed this application and has the authority to bind the nonprofit organization to these terms.



## Contact Information

JumpStart Inc.  
Kendra Gardiner, Chief Performance Officer  
[Kendra.gardiner@jumpstartinc.org](mailto:Kendra.gardiner@jumpstartinc.org)  
P: 440.420.0088

Cleveland Public Library  
Felton Thomas Jr., CEO, Executive Director  
[felton.thomas@cpl.org](mailto:felton.thomas@cpl.org)  
P: 216.623.2827

## Party Signatures to the Agreement

\_\_\_\_\_ Date: \_\_\_\_\_  
JumpStart Inc.

\_\_\_\_\_ Date: \_\_\_\_\_  
Cleveland Public Library

## Appendix: Programming Overview

Presented in this document is a high-level overview of programming types to be offered in the Branch. The Center is approximately 1,280 sq. feet. Planning for the initial program is to be completed by the end of the Center's construction. In collaboration with Donor, selected program partners are anticipated to provide the following programming:

### Digital Literacy Program Overview

The Center at the Branch will provide digital access and programming to enhance skills to provide the foundation for higher level learning and career advancement, through programs such as:

- **Basic Digital Literacy:** Beginner and intermediate classes for residents needing basic digital literacy skills.
- **Specialized Digital Learning:** Courses that teach specific advanced tech skills and software such as Adobe programs, web development, audio recording/editing, video recording/editing or photography. We will partner with the South branch library for the development of AV production, but can assist with editing on site as needed.
- **Drop-In Hours:** For students needing 1-on-1 support with digital learning.

### STEM Program Overview

The Center will facilitate hands-on, project-based programs to teach learners skills using the engineering design process (including critical thinking, teamwork, and other 21<sup>st</sup> century skills), introduce young people and adults to new tools, technologies, and career opportunities, increase self-efficacy, and promote community engagement centered around the use of technology. We will execute programs such as:

- **Educator Continuing Education:** We will invite the school district in to advance and upskill their educators and give them new ideas of topics to bring back into the classroom.
- **Site Host for School Field Trips:** We will invite schools to use Center as a field trip location where they can extend the learning of their classroom using the lab as an access point to emerging technologies such as AR/VR and STEM kits.
- **After School Programs and Summer Camps:** Programs providing middle school programs that provide hands-on opportunities for students to learn problem solving and computational thinking skills and introduce students to 3D printing, electronics, and programming.
- **Skill Development:** Training programs that teach adults and high school students 3D modeling, electronics, and computer programming. Introduce the learners to continuing education opportunities wherein leveraging these skills can lead to career paths with great paying jobs. Introduce training on advanced interface development bridging the Center's training leveraging Arduino with the current Arduino program at Case Western's Think[box].



## Workforce Program Overview

The Center will serve as a place to provide programming centered on upskilling and reskilling individuals relative to the use of technology in advanced manufacturing, healthcare, and IT careers. Programming and the resources in the Center will be leveraged to connect individuals to career paths connected to good paying jobs through training, building social capital, career-readiness activities, and small business support. We will explore programs such as:

- **Workforce Readiness and One on One Coaching:** Space needs to be available for people to come in and meet at designated times for 1:1 coaching for job readiness training and career counseling services.
- **Career Certifications and Credentials:** Programming delivered by local training providers who have the experience and capability to deliver cohort-based training programs leading to certifications and credentials. These programs will be aligned to in-demand jobs and STEM training in the center will provide exposure and lab experience to first build up a foundational understanding of the programming areas while also boosting the confidence of the participant.
- **Online Self-Paced Credentialing and Badges:** Computers need to be available in the Center to participants who wish to come in and utilize the computer lab to complete online self-paced learning modules (such as those offered by Microsoft or LinkedIn Learning – free to CPL card holders).
- **Career Networking Events, Speaker Series:** Leverage the space to host small networking events to allow career builders and job seekers to meet other people in the city who may be in an aligned career path or area of interest.

## Entrepreneurship Program Overview

- **Cohort Based Business Training:** Idea Stage and Growth stage focused training done in cohort to maximize learning through a peer-based system with a mentor network of support. Classes to include topics such as Business Fundamentals in a Digital World, Digital Marketing 101, Financial Planning/Budgeting, QuickBooks for your business, Market Validation, and more.
- **Small Business Webinars and Workshops:** Specialized small business training to elevate the success of entrepreneurs through tech solutions – topics such as online retail, product photography, keyword/SEO, digital marketing & product videos, how to build a website, how to build a chatbot for your website, AR/VR applications and your business, what it means to tech enable a main street business, technology to make your business run more efficiently (inventory applications, HR technologies, etc.).
- **Events:** Special events to facilitate networking and business building ideation sessions.

# **Project Scope**

## **JumpStart Community Innovation Learning Center at the Fulton Library Branch**

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# **JumpStart Digital Learning Center Fulton Library Branch Project Scope Document**

This Project is part of a grant and initiative JumpStart Inc. (“Donor”) entered into with a National Foundation Partner (“Funder”) to build digital inclusivity and social mobility for under-resourced communities in Cleveland through state-of-the-art Community Innovation Learning Centers for residents from Kindergarten age through Adults. This partnership is a four-year commitment, currently funded through December 2024, to create and deliver technology-centered programming focused on four key areas: Digital Literacy, Workforce Readiness, STEM Principles, and 5G Entrepreneurship.

The initial phase of this Project, per the license agreement, is the creation of the first physical location of the Community Innovation Learning Centers (the “Center”). In this phase of the project Donor, the Cleveland Public Library (“CPL”) and its Fulton Library Branch (the “Branch”) will work together for its implementation.

## **Purpose**

The purpose of this Scope is to provide an outline of how Donor and CPL will work together to build out the Center at the Branch and documents the planned physical renovations of the identified space for this site.

## **Fulton Library Branch Design Considerations**

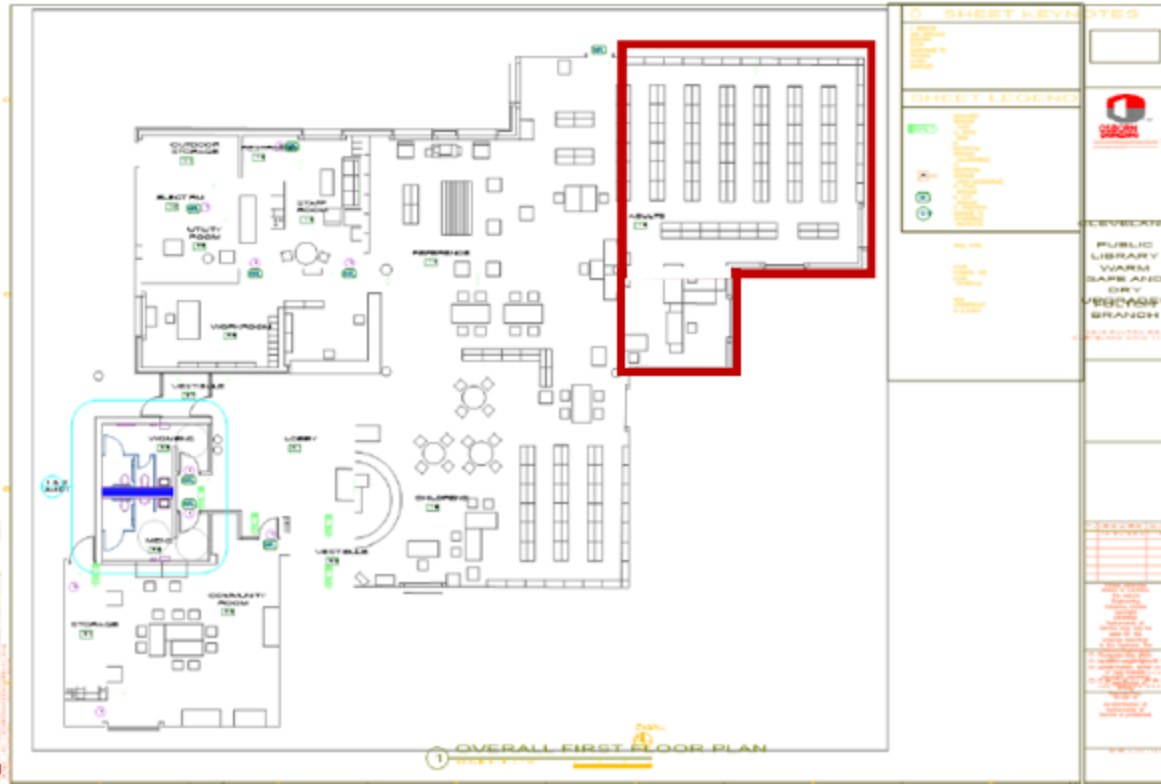
No significant design constraints exist for this location. There currently are no structural walls in place to designate a dedicated area. Per discussions with CPL the option to add walls is available. If walls are added, an emergency exit door may need to be installed, preferably an exit-only door.

To create formal spaces, sound engineering will be part of the physical design to ensure appropriate noise levels. In addition, drop-down hanging tiles in the entryway and above the AR/VR stations may be used to designate spaces.

At full capacity roughly 48-60 individuals can occupy the space at one time. With consideration to COVID-19 protocols, maximum capacity is estimated to be 24 individuals. The site manager and the facilitators for adult classes or teachers and assistants for programming with youth must be included in the capacity count. Based on COVID-19 protocols and recommendations on capacity these numbers are subject to change.

# Site Image

**Image 1:** Overall first floor plan for the Branch. The red outlined area denotes the designated area for the Center.



## **Project Scope Details**

### **Design Kickoff**

- CPL will provide community information to Donor which will be incorporated into the physical design of the Center at the Branch.
- CPL will provide Environmental Reports (or conduct an Environmental Assessment) of the designated space at the Branch.
- Donor will provide plans, drawings, and specifications to CPL for its approval of the Center at the Branch, including the review of design modifications.
- CPL agrees to complete its review of the plans, drawings, and specifications within 10 business days of receipt of the plans.
- Donor will hire the General Contractor.
- Donor and/or General Contractor will apply for permit.
- CPL agrees to support environmental remediation as needed.

### **Procurement (Furniture, Fixtures & Equipment (FFE) and Technology)**

- Representatives from the Donor, CPL and the Branch will discuss and agree upon furniture and technology needs for the Center.
- Donor will be responsible for purchasing furniture and technology items.

### **Construction and FFE**

- The total cost of the work (including change orders that are approved by Donor) will be paid by Donor.
- To complete the work, CPL grants Donor and its contractor(s) a non-exclusive license to enter the Site and to cross through, into, and under real estate owned by CPL.
- Donor will submit any change orders affecting the plans for the Branch to CPL for review and approval.
- The contractor will not interfere with, obstruct, or endanger CPL's operations, facilities or property near the construction site and will maintain a safe construction site to protect CPL staff and patrons and others from injury.

## Timeframe

<b>Design</b>	<b>Month</b>
Initial design concept review by Donor and CPL	complete
Environmental Assessment	complete
Community information provided to Donor by CPL for incorporation into the physical design of the Center at the Branch	complete
Final design and plans shared with CPL	November 2020
Final design approval	December 2020
Donor hires General Contractor	January 2021
Request permits, by Donor and/or their representative	February 2021
Complete the environmental remediation	February 2021
<b>Procurement (FFE &amp; Technology)</b>	
Furniture and technology orders placed (chairs, tables, seating)	February 2021
<b>Construction and FFE</b>	
Construction begins	February 2021
General Construction complete	April 2021
Punchlist walk-through	April 2021
Punchlist items complete	May 2021
Furniture installation	May 2021
Technology installation	May 2021
Final walk-through	May 2021
Space open	May 2021