

CLEVELAND PUBLIC LIBRARY

Board Meeting

June 19, 2018

RESOLUTION TO ACCEPT THE STATE LIBRARY OF OHIO FUNDING FOR THE OHIO LIBRARY FOR THE BLIND AND PHYSICALLY DISABLED (OLBPD)

WHEREAS, Cleveland Public Library began its first organized service to visually disabled patrons as early as 1903; and

WHEREAS, Cleveland Public Library was designated a regional library for the blind for Northern Ohio Counties under the Federal Pratt-Smoot Act of 1931, and under the direction of the Library of Congress; and

WHEREAS, Cleveland Public Library has provided excellent library service to blind and physically disabled residents needing specialized materials and equipment and where individual libraries cannot provide such services; and

WHEREAS, As of July 1, 2009, the State Library of Ohio mandated Cleveland Public Library's newly renamed Ohio Library for the Blind and Physically Disabled, its agency to provide complete statewide services for blind and disabled residents who are eligible for the service and reside in any of the 88 Ohio counties; and

WHEREAS, On June 4, 2018, the State Library of Ohio agreed to pay the Cleveland Public Library for expenses for the period of July 1, 2018 through June 30, 2019 to continue to administer statewide library services to blind and physically disabled residents in an amount not to exceed \$1,508,194.00; now therefore be it

RESOLVED, That the Board of Library Trustees accepts the State Library of Ohio funding award of \$1,274,194.00 to be paid from the General State Revenue Fund for the period July 1, 2018 through June 30, 2019 and \$150,000.00 to be paid from FFY 2017 LSTA carryover funds for the period of July 1, 2018 through September 30, 2018 and \$84,000.00 to be paid from FFY 2018 LSTA funds for the period July 1, 2018 through June 30, 2019; and be it further

RESOLVED, That the President of the Board, or 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 this Resolution, which agreements and instruments shall be subject to the approval of the Library's Chief Legal Officer; and be it further

RESOLVED, That the Board of Library Trustees expresses its appreciation to the State Library of Ohio.

**THE STATE LIBRARY OF OHIO
COLUMBUS, OHIO
43201**

**OHIO FFY 2018
LSTA
CFDA 45.310
PROJECT # VIII-79-18
SERVICES TO TARGETED
POPULATIONS PROJECT
FUNDED WITH FFY 2017 CARRYOVER FUNDS
AND FFY 2018 FUNDS
IMLS**

AGREEMENT

Ohio Library for the Blind and Physically Disabled

Fiscal Year 2019

THIS AGREEMENT, made and entered into this 4th day of June, 2018, between THE STATE LIBRARY OF OHIO, hereinafter referred to as the STATE LIBRARY, and the BOARD OF TRUSTEES OF THE CLEVELAND PUBLIC LIBRARY, hereinafter referred to as the LIBRARY,

WHEREAS, it is the policy of the STATE LIBRARY to assure the provision of excellent library service to every resident of the State of Ohio; and

WHEREAS, due to the need for specialized materials and equipment to provide library services for blind and physically disabled residents, individual libraries cannot provide such services; and

WHEREAS, the LIBRARY has been designated by the Library of Congress as a Regional Library for the Blind and Physically Handicapped, and the STATE LIBRARY has concurred in this designation; and

WHEREAS, the STATE LIBRARY has designated the LIBRARY as its agency to provide services for those blind and physically disabled readers who are eligible for the service, and who reside in any of the 88 counties; and

WHEREAS, the services are necessary and valuable to the blind and physically disabled residents of Ohio, and

WHEREAS, such library service is one within the purposes of the law,

NOW THEREFORE, for and in consideration of the mutual undertaking and covenants of the parties as herein set forth, and for other good and valuable

consideration, the receipt and sufficiency of which are mutually acknowledged, the parties do hereby agree and covenant as follows:

THAT the LIBRARY shall be administered in the following manner:

Part A

1. The CLEVELAND PUBLIC LIBRARY shall administer the program in accordance with the Annual Plan of Service (Appendix A) and the budget submitted to the STATE LIBRARY as outlined in Appendix B attached to this Agreement. The Cleveland Public Library will serve all 88 counties in Ohio.
2. The CLEVELAND PUBLIC LIBRARY will submit quarterly narrative and financial reports to the STATE LIBRARY by the 15th day of the months of October 2018, January 2019, and April 2019. A termination report will be submitted no later than July 15, 2019 and a close-out financial report will be submitted no later than September 15, 2019. The narrative reports shall describe the activities carried out toward reaching the goals of the project.
3. Staff of the State Library shall visit the CLEVELAND PUBLIC LIBRARY during July 2019 to review the program with personnel of the CLEVELAND PUBLIC LIBRARY. This review shall be based upon the annual budget and plan of service. The STATE LIBRARY shall furnish a written report of this evaluation.
4. The CLEVELAND PUBLIC LIBRARY will work with the State Library by providing publicity, training, monitoring and evaluation of the CLEVELAND PUBLIC LIBRARY.

Part B

The STATE LIBRARY shall:

1. Pay the LIBRARY for expenses for the period of July 1, 2018 - June 30, 2019 an amount not to exceed \$1,508,194.00. \$150,000.00 shall be paid from FFY 2017 LSTA carryover funds, \$84,000.00 shall be paid from FFY 2018 LSTA funds, and \$1,274,194.00 shall be paid from Fund 5GB0 from ALI 350-605.

Payment shall be made as follows:

\$125,682.00	Fund LSTA	July or upon signing of this agreement by both parties.
\$108,318.00	Fund LSTA	August 2018
\$17,364.00	Fund 5GB0	August 2018
\$125,683.00	Fund 5GB0	September 2018
\$125,683.00	Fund 5GB0	October 2018
\$125,683.00	Fund 5GB0	November 2018
\$125,683.00	Fund 5GB0	December 2018

\$125,683.00	Fund 5GB0	January 2019
\$125,683.00	Fund 5GB0	February 2019
\$125,683.00	Fund 5GB0	March 2019
\$125,683.00	Fund 5GB0	April 2019
\$125,683.00	Fund 5GB0	May 2019
\$125,683.00	Fund 5GB0	June 2019

FFY 2017 federal funds will be encumbered by September 30, 2018 and disbursed by October 31, 2018.

The State Librarian, at her discretion, may negotiate the percentage of state funds to be received each quarter by the LIBRARY.

Part C

The LIBRARY SHALL:

1. Make available services outlined under provisions of its annual plan of service for blind and physically handicapped readers as approved by the STATE LIBRARY.
2. Provide to the STATE LIBRARY quarterly financial reports and three narrative reports against the approved plan of service and budget. Fiscal reports must be submitted in reporting format required by the State Library.
3. Provide to the STATE LIBRARY no later than September 1, 2019 a financial and narrative report of all receipts and expenditures incurred pursuant to the implementation of this agreement.
4. Recommend policy for the program to the STATE LIBRARY.

Part D

Conditions:

1. Any special grants or gifts from sources other than the STATE LIBRARY shall not be deducted from the LIBRARY's appropriation as set out in Part B, Section 1 and may be used to further the implementation of the annual plan of service.
2. Any changes either in the operating budget or in the service in general from the approved annual plan of service shall be approved in advance in writing by the STATE LIBRARY.

3. Funds received by the LIBRARY from the STATE LIBRARY under this agreement shall be designated for the LIBRARY and shall be expended pursuant to the provisions of the attached plan of service. FFY 2017 federal funds must be disbursed by October 31, 2018 and FFY 2018 federal funds and SFY 2019 funds must be encumbered by June 30, 2019 and disbursed by August 31, 2019. Any funds not expended shall be returned to the STATE LIBRARY. Said plan of service may be updated or otherwise amended by mutual agreement between the LIBRARY and the STATE LIBRARY to meet ongoing program needs.
4. All receipts and expenditure relating to this program shall be subject to audit. The CLEVELAND PUBLIC LIBRARY agrees to submit to the STATE Library within 30 days from the date the report is issued, one copy of its audit report for each fiscal year which includes any part of this project period.
5. This agreement is subject to annual review by the parties hereto.
6. It is expressly understood and agreed to by the parties that none of the rights, duties, and obligations herein shall be binding on either party, until all statutory provisions of the Ohio Revised Code, including but not limited to section 126.07, have been complied with and until such time as all necessary funds are available or encumbered.

In the event the state and/or federal funds included in this contract become unavailable to the State Library, the STATE LIBRARY shall modify or cease the terms of this agreement based upon the financial restrictions imposed by the State of Ohio or the federal government.

IN WITNESS WHEREOF, the respective parties hereto have caused this Agreement to be executed the day and year first above written.

PUBLIC LIBRARY

THE STATE LIBRARY OF OHIO



President, Board of Trustees

State Librarian
June 4, 2018

Approved by the State Library Board, June 4, 2018

CLEVELAND

Counties Served by the Ohio Library for the Blind and Physically Disabled

All 88 counties in Ohio are served by the Ohio Library for the Blind and Physically Disabled.

Cleveland Public Library
 Ohio Library for the Blind and Physically Handicapped
 FY 2018 Approved Budget

Appendix B

	STATE	FEDERAL	TOTAL
1. Salaries	\$704,252.00	\$177,360.00	\$881,612.00
2. Benefits	258,275.00	46,532.00	304,807.00
3. Computer costs	96,678.00	-0-	96,678.00
4. Space rental	191,408.00	-0-	191,408.00
5. Materials/Equipment/Telephone Services	3,050.00	10,108.00	13,158.00
6. Administrative Services	16,431.00	-0-	16,431.00
7. Travel	2,700.00	-0-	2,700.00
8. Programming and Outreach	1,000.00	-0-	1,000.00
8. Volunteer program	400.00	-0-	400.00
TOTAL	\$1,274,194.00	\$234,000.00	\$1,508,194.00



**CERTIFICATIONS REGARDING NONDISCRIMINATION; DEBARMENT AND
SUSPENSION; DRUG-FREE WORKPLACE; FEDERAL DEBT STATUS;
LOBBYING; AND TRAFFICKING IN PERSONS**

By signing this form, the authorizing official acknowledges compliance with and agreement to all statutes and regulations referenced herein. Further information may be obtained by contacting the LSTA Office of the State Library of Ohio.

1. NONDISCRIMINATION

The authorized representative, on behalf of the applicant, certifies that the library will comply with the following nondiscrimination statutes and their implementing regulations:

- (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which prohibits discrimination on the basis of race, color, or national origin;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R. part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);
- (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–83, 1685–86), which prohibits discrimination on the basis of sex in education programs; and
- (d) The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age.

2. DEBARMENT AND SUSPENSION

As required by 2 C.F.R. part 3185, the authorized representative, on behalf of the applicant, certifies to the best of his or her knowledge and belief that neither the library nor any of its principals for the proposed project:

- (a) Are presently excluded or disqualified;
- (b) Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. part 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period;
- (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. part 180.800(a); or
- (d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Where the applicant is unable to certify to any of the statements in this certification, the authorized representative shall attach an explanation to this form.

The Applicant, as a primary tier participant, is required to comply with 2 C.F.R. part 180 subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) as a condition of participation in the award. The applicant is also required to communicate the requirement to comply with 2 C.F.R. part 180 subpart C (Responsibilities of Participants 2 Regarding Transactions Doing Business with Other Persons) to persons at the next lower tier with whom the applicant enters into covered transactions.

3. DRUG-FREE WORKPLACE

The authorized representative, on behalf of the applicant, certifies, as a condition of the award, that the applicant will or will continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186

(Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the applicant as the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).

This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the applicant's employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying (either at the time of application or upon award, or in documents that the applying library keeps on file in its offices) all known workplaces under its Federal awards.

4. FEDERAL DEBT STATUS

The authorized representative, on behalf of the applicant, certifies to the best of his or her knowledge and belief that the applicant is not delinquent in the repayment of any Federal debt.

5. CERTIFICATION REGARDING LOBBYING ACTIVITIES (Applies to Applicants Requesting Funds in Excess of \$100,000) (31 U.S.C. § 1352)

The authorized representative certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the authorized representative, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant, as provided in 31 U.S.C. § 1352) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the authorized representative shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (c) The authorized representative shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

6. CERTIFICATION REGARDING TRAFFICKING IN PERSONS

The applicant must comply with Federal law pertaining to trafficking in persons. Under 22 U.S.C. §7104(g), any grant, contract, or cooperative agreement entered into by a Federal agency and a private entity shall include a condition that authorizes the Federal agency (IMLS) to terminate the grant, contract, or cooperative agreement, if the grantee, subgrantee, contractor, or subcontractor engages in trafficking in persons, procures a commercial sex act, or uses forced labor. 2 C.F.R. part 175 requires IMLS to include the following award term:

As a subrecipient or partner under this award your employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

This certification is a material representation of fact upon which reliance is placed when the transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by 31 U.S. C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Signature of Authorized Certifying Official

Print name and Title of Authorized Certifying Official

Date