

**CLEVELAND PUBLIC LIBRARY**

**Finance Committee**

June 17, 2010

**RESOLUTION TO ACCEPT LSTA GRANT TO ADMINISTER KNOWITNOW**

- WHEREAS, The KnowItNow Suite of virtual services was initiated by Cleveland Public Library and the CLEVNET Consortium in 2001; and
- WHEREAS, In July 2004, KnowItNow evolved into a statewide program provided by three (3) equal library partners: Cleveland Public Library, Northeast Ohio-Regional Library System (NEO-RLS) and Cuyahoga County Public Library and was funded for a period of three (3) years with LSTA federal monies awarded by the State Library of Ohio; and
- WHEREAS, Pursuant to an evaluation conducted in 2006 by Kent State University School of Library and Information Science, the State Library of Ohio asked that the KnowItNow statewide virtual service be consolidated under one organization, Cleveland Public Library, rather than operating as a partnership; and
- WHEREAS, For the three (3) Fiscal Years commencing July 1, 2007 through June 30, 2010 the Board of Trustees has accepted the State Library Board's award of LSTA grant to continue this statewide virtual service; and
- WHEREAS, In May 2010, the State Library Board awarded a LSTA grant in the amount of \$537,614 to Cleveland Public Library for the continued administration of KnowItNow for the period July 1, 2010 through June 30, 2011; now therefore be it
- RESOLVED, That the Cleveland Public Library Board of Trustees accept this most recent LSTA grant in the amount of \$537,614 from the State Library of Ohio; and be it further
- RESOLVED, That the Cleveland Public Library Board of Trustees expresses its appreciation to the State Library of Ohio for the continued funding of KnowItNow.

THE STATE LIBRARY OF OHIO  
COLUMBUS, OHIO  
43201

OHIO FFY 2010  
LSTA  
CFDA 45.310  
PROJECT # II-8-10  
CLEVELAND PUBLIC LIBRARY  
KNOWITNOW 24x7  
RESOURCE SHARING  
PROJECT  
FUNDED WITH FFY09  
CARRYOVER FUNDS/FFY10  
FUNDS  
IMLS

This agreement between the Board of Trustees of

CLEVELAND PUBLIC LIBRARY

hereinafter known as the ADMINISTERING AGENCY,

and the State Library Board, hereinafter known as the STATE LIBRARY,

WITNESSETH THAT:

The ADMINISTERING AGENCY proposes to act as administrative agent for the KNOWITNOW 24x7 RESOURCE SHARING project as described in the project application which shall become part of this AGREEMENT.

**This project will BEGIN July 1, 2010 and TERMINATE June 30, 2011.**

The STATE LIBRARY agrees to grant to the ADMINISTERING AGENCY the sum of \$100,000 from FFY 2009 carryover LSTA funds and \$437,614 from FFY 2010 LSTA funds to fund this project, said sums to be paid in monthly installments to the ADMINISTERING AGENCY.

**\$50,000** from FFY 2009 carryover funds shall be paid as soon as possible upon the signing of this agreement by both parties;

the balance of \$50,000 from FFY 2009 carryover LSTA funds and the \$437,614 from FFY 2010 LSTA funds to be paid in monthly installments to the ADMINISTERING AGENCY based on estimated disbursements supplied to the STATE LIBRARY by the ADMINISTERING AGENCY.

Grant funds cannot be obligated or disbursed until after the project officially begins July 1, 2010 and with the signing of the AGREEMENT by both parties.

**All funds must be obligated/encumbered on or before June 30, 2011 and must be disbursed on or before July 31, 2011.**

The ADMINISTERING AGENCY agrees to expend the federal funds granted by the STATE LIBRARY in accordance with the items stated in the application budget.

Budget amendments may be made only with written approval by the STATE LIBRARY.

The ADMINISTERING AGENCY shall return all unexpended federal grant funds to the STATE LIBRARY at the CLOSE-OUT of this project.

The ADMINISTERING AGENCY is responsible for maintaining adequate records of federal funds received and expended for reporting to the STATE LIBRARY.

The Administering Agency agrees to make separate cumulative financial reports of federal expenditures for the project quarters ending September 30, 2010, December 31, 2010, March 31, 2011, and June 30, 2011 and to make a final report of expenditures upon Close-Out of the project on or before July 31, 2011 following the project period.

The ADMINISTERING AGENCY agrees to submit usage data reports to the State Library on a monthly basis. Data is due within 15 working days of the following month. The ADMINISTERING AGENCY also agrees to submit quarterly narrative progress reports for the quarters ending September 30, 2010, December 31, 2010, March 31, 2011, and a cumulative narrative report upon Close-Out of the project, on or before July 31, 2011. The narrative reports shall describe the activities carried on toward reaching the objectives of the project as set forth in the application, including problems encountered as well as successful activities. This final narrative report shall, as objectively as possible, review and evaluate the project as a whole against the objectives.

All financial and narrative reports are due within 15 working days of the report period stated above.

The Single Audit Act of 1984 requires that the STATE LIBRARY ensure that subrecipients meet the provisions of the Single Audit Act, and that, in instances of non-compliance with Federal laws and regulations, the STATE LIBRARY take appropriate corrective action. The State Library may request back-up documentation to verify expenditures for audit purposes.

The ADMINISTERING AGENCY 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.

Two copies of the promotional materials, book lists prepared for this project and newspaper publicity and articles shall be submitted with the narrative report.

The ADMINISTERING AGENCY agrees that all Federal funds received under this agreement will be expended solely for the purpose stated in the grant application. Any such funds not so expended, including funds lost or diverted to other purposes, shall be repaid to the STATE LIBRARY. In the event that such funds are lost or diverted, the terms of this contract shall cease. In the event that federal moneys included in this contract become unavailable to the State of Ohio, the STATE LIBRARY shall modify or cease the terms of this contract based upon the financial restrictions imposed by the Institute of Museum and Library Services.

The ADMINISTERING AGENCY shall maintain inventory records of equipment purchased for the project using forms and procedures established by the STATE LIBRARY per Section 1183.130 and, 1184.140 Code of Federal Regulations.

At such time that equipment purchased for this project, in whole or in part with Federal funds, is no longer needed or being utilized for the purposes identified in the project application, it shall revert back to the federal government through the STATE LIBRARY, per Section 1183.139 Code of Federal Regulations.

The ADMINISTERING AGENCY agrees that if it fails to meet any term of this contract, the STATE LIBRARY may, upon reasonable notice to the ADMINISTERING AGENCY, suspend the payment of funds and/or the project in whole or in part. The notice of suspension shall state the reasons

for the suspension and any corrective action required of the ADMINISTERING AGENCY and the effective date. The suspension shall remain in effect until the ADMINISTERING AGENCY has taken corrective action satisfactory to the STATE LIBRARY or given evidence satisfactory to the STATE LIBRARY that such corrective action will be taken.

Failure of the ADMINISTERING AGENCY to comply with the terms of the suspension may result in termination of the contract.

The ADMINISTERING AGENCY assures that it does not discriminate on basis of race, religion, age, gender, national origin, or handicapped condition in providing space for public meetings.

The ADMINISTERING AGENCY agrees that it is an Equal Employment Opportunity employer which will comply with all applicable State and Federal EEO Affirmative Action Laws and regulations when filling advertised positions.

The ADMINISTERING AGENCY also agrees to hire personnel for this project in accordance with Section 907 of Public Law 90-132:

"No part of the funds appropriated in this project shall be used to provide payments, assistance, or services, in any form, with respect to any individual convicted in any Federal, State, or Local court of competent jurisdiction, of inciting, promoting, or carrying on a riot, or any group activity resulting in material damage to property or injury to persons, found to be in violation of Federal, State or Local Laws designated to project persons or property in the community concerned."

The ADMINISTERING AGENCY agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable regulation and all guidelines and interpretations issued pursuant thereto.

The ADMINISTERING AGENCY agrees that it will comply with Section 319 of Public Law 101-121:

"No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person 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 the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement."

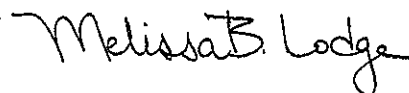
The ADMINISTERING AGENCY also agrees that it will comply with the Drug-Free Workplace Act of 1988. 34 CRF part 85, subpart F, all requirements imposed by the applicable regulation and all guidelines and interpretations issued pursuant thereto.

The ADMINISTERING AGENCY agrees that it will comply with Section 131.17 of the Ohio Revised Code.

"No contract, agreement, or obligation involving the expenditure of money entered into by any department, office, board, commission, or other agency of the state, nor any resolution or other for the expenditure of money passed by any such entity, shall be valid and enforceable, unless the director of budget and management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations. Any written contract or agreement entered into by the state shall contain a clause stating that the obligations of the state are subject to the provisions of this section."

This agreement becomes effective at the time of signing by both parties.

_____	_____
Date	President of the Board
_____	_____
Date	Fiscal Officer
_____	_____
Date	Librarian
	_____
	Library



Date: 5/13/10

Interim State Librarian

This grant was approved by the State Library Board on May 13, 2010.



State: Ohio

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

Signature of this form provides for compliance with the statutes and regulations cited below. The certifications shall be treated as material representations of fact upon which reliance will be placed when the Institute of Museum and Library Services determines to award Federal funds to State Library Administrative Agencies.

**1. DEBARMENT AND SUSPENSION**

The applicant shall comply with 2 CFR Part 3185. The undersigned, on behalf of the applicant, certifies to the best of his or her knowledge and belief that neither the applicant nor any of its principals:

- (a) Are presently excluded or disqualified;
- (b) Have been convicted within the preceding three years of any of the offenses listed in 2 CFR section 180.800(a) or had a civil judgment rendered against you 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 CFR section 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, he or she shall attach an explanation to this application.

The applicant, as a primary tier participant, is required to comply with 2 CFR 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 CFR Part 180 Subpart C (Responsibilities of Participants Regarding Transactions Doing Business With Other Persons) to persons at the next lower tier with whom the applicant enters into covered transactions.

**2. DRUG-FREE WORKPLACE REQUIREMENTS**

As required by the Drug-Free Workplace Act of 1988 and implemented at 45 C.F.R. Part 1185, the undersigned, on behalf of the applicant, certifies that the applicant will or will continue to provide a drug-free workplace by:

- (a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the action that will be taken against employees for violation of such prohibition;
- (b) establishing an ongoing drug-free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's policy of maintaining a drug-free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs; and

- (4) the penalties that may be imposed on employees for drug abuse violations occurring in the workplace;
- (c) making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - (1) abide by the terms of the statement; and
  - (2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
- (e) notifying the agency in writing within ten (10) calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;
- (f) taking one of the following actions within thirty (30) days of receiving notice under subparagraph (d)(2) with respect to any employee who is so convicted:
  - (1) taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*); or
  - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health law or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

The applicant either shall identify the site(s) for the performance of work done in connection with the project in the application material or shall keep this information on file in its office so that it is available for Federal inspection. The street address, city, county, state, and zip code should be provided whenever possible.

### 3. LOBBYING

As required by Section 1352, Title 31 of the United States Code, and implemented for persons entering into a grant or cooperative agreement over \$100,000, the applicant 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 undersigned, to any person 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than appropriated Federal funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant) 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 undersigned shall request, complete, and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.



- (c) The undersigned 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.

#### 4. FEDERAL DEBT STATUS

The undersigned, 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. NONDISCRIMINATION

As required by the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Education Amendments of 1972, and the Age Discrimination in Employment Act of 1975, as implemented at 45 C.F.R. Part 1180.44, the undersigned, on behalf of the applicant, certifies that the applicant 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 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity receiving Federal financial assistance;
- (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 in Federally-assisted programs;
- (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 activities receiving Federal financial assistance;
- (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 in Federally-assisted programs;

The undersigned further provides assurance that it will include the language of these certifications in all subawards and that all subrecipients shall certify and disclose accordingly.

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

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Signature of Authorized Certifying Official

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Print Name and Title of Authorized Certifying Official

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Date