

**CLEVELAND PUBLIC LIBRARY**

**Finance Committee**

June 18, 2009

**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, In June 2007, the Board of Trustees accepted the State Library Board's award of a LSTA grant in the amount of \$641,504.36 to Cleveland Public Library for the administration of KnowItNow for the period 7/01/07 - 6/30/08 and in June 2008 accepted the award of \$548,631.56 for the period 7/01/08 - 6/30/09; and
- WHEREAS, In May 2009, the State Library Board awarded a LSTA grant in the amount of \$554,366 to Cleveland Public Library for the continued administration of KnowItNow for the period July 1, 2009 through June 30, 2010; now therefore be it
- RESOLVED, That the Cleveland Public Library Board of Trustees accept this most recent LSTA grant in the amount of \$554,366 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 2009  
LSTA  
CFDA 45.310  
PROJECT # II-7-09  
CLEVELAND PUBLIC LIBRARY  
24-7 VIRTUAL REFERENCE  
RESOURCE SHARING  
PROJECT  
FUNDED WITH FFY08  
CARRYOVER FUNDS/FFY09  
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 RESOURCE SHARING project as described in the project application which shall become part of this AGREEMENT.

**This project will BEGIN July 1, 2009 and TERMINATE June 30, 2010.**

The STATE LIBRARY agrees to grant to the ADMINISTERING AGENCY the sum of **\$100,000** from FFY 2008 carryover LSTA funds and **\$454,366** from FFY 2009 LSTA funds to fund this project, said sums to be paid in monthly installments to the ADMINISTERING AGENCY.

**\$50,000** from FFY 2008 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 2008 carryover LSTA funds and the **\$454,366** from FFY 2009 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.

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.

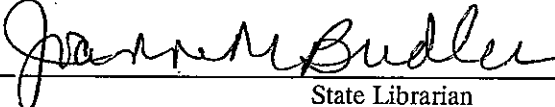
The ADMINISTERING AGENCY agrees that if it fails to meet any term of this contract, the STATE LIBRARY may, upon reasonable notice to the ADMINISTERING AGENCY, suspend the payment of funds and/or the project in whole or in part. The notice of suspension shall state the reasons

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	Treasurer
5/26/09	
Date	State Librarian

This grant was approved by the State Library Board on May 28, 2009.



**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

- (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.

\_\_\_\_\_  
Signature of Authorized Certifying Official

\_\_\_\_\_  
Print Name and Title of Authorized Certifying Official

\_\_\_\_\_  
Date