

CLEVELAND PUBLIC LIBRARY

Finance Committee

December 17, 2013

**RESOLUTION TO ACCEPT GRANTS FROM THE OHIO PUBLIC LIBRARY
AND INFORMATION NETWORK AND STATE LIBRARY OF OHIO TO
PURCHASE TECHNOLOGY EQUIPMENT AND SERVICES FOR THE
DIGITIZATION HUB PROJECT**

WHEREAS, The Cleveland Public Library, along with the Public Library of Cincinnati and Hamilton County, the Toledo-Lucas County Public Library, and the Columbus Metropolitan Library, submitted an application to the State Library of Ohio and the Ohio Public Library and Information Network (“OPLIN”) for Federal LSTA grant funds and local match funds to update equipment and software in order to create a statewide network of coordinated “Digitization Hubs”; and

WHEREAS, The Digitization Hubs will allow materials located in the institutions where the hubs are located to be digitized, and will also serve as regional digitization centers serving other libraries, museums, archives, and the local communities. The coordinated regional labs will insure consistent quality of digital materials and associated metadata, and the goal is to make the digital materials created in these labs accessible to the public through a variety of internet sites and through the Digital Public Library of America; and

WHEREAS, The State Library of Ohio is administering the LSTA funds and has approved the grant request submitted by the Cleveland Public Library in the amount of \$80,752.00 towards the Library’s purchase a SupraScan Quartz A0 HD scanner with high image quality with a maximum scanning dimension of 1250 x 870 mm. This scanner will be made available to Library staff and the public for use in the Digital Hub;

WHEREAS, OPLIN is providing local match grant funds for the purchase of additional equipment and services for the Digital Hub in the amount of \$108,999.00; now therefore be it

RESOLVED That the Cleveland Public Library Board of Trustees, pursuant to the authority set forth in R.C. §3375.40(K), hereby accepts grants

EXHIBIT 12

for the Technological Innovation Project Grant from OPLIN in the amount of \$108,999.00 and from The State Library of Ohio in the amount of \$80,752.00 and authorizes the Executive Director, CEO or his designee, to enter into Agreements with OPLIN and the State Library of Ohio for receipt of the grant funds into the Building and Repair fund accounts 401042-42200-10419 (State Aid) and 401042-42100-10419 (Federal Aid); and be it further

RESOLVED, That the Executive Director, CEO or his designee, is also authorized to enter into and execute an agreement for the purchase of the SupraScan Quartz A0 HD, which expenditure shall be charged to the Building and Repair fund account 40141905-55520-10419 (Equipment), and such other agreements and instruments as may be necessary or appropriate, including those in excess of \$25,000.00, to effectuate the terms and conditions of the Grant and this Resolution, which agreements and instruments shall be subject to review and approval of the Library's Chief Legal Officer.

This AGREEMENT
between the **CLEVELAND PUBLIC LIBRARY**
and the OHIO PUBLIC LIBRARY INFORMATION NETWORK, hereinafter known as **OPLIN**,

Witnesseth That:

The CLEVELAND PUBLIC LIBRARY proposes to act as an administrative agent for the "Digitization Hubs" project, designated by the State Library of Ohio as TECHNOLOGICAL INNOVATION PROJECT CFDA 45.310, PROJECT #VI-1-14 and described in the project application which shall become part of an agreement between the CLEVELAND PUBLIC LIBRARY and the State Library of Ohio.

This project will BEGIN January 1, 2014 and TERMINATE September 30, 2014.

OPLIN agrees to grant to the CLEVELAND PUBLIC LIBRARY the sum of \$108,999.00 to be used as "local match" funds for the purchase of equipment to be used for this project and described in the project application, said sum to be paid in monthly installments to the CLEVELAND PUBLIC LIBRARY upon issuance of purchase orders for said equipment.

These funds cannot be obligated or disbursed until after the project officially begins January 1, 2014.

All funds must be obligated/encumbered on or before September 30, 2014 and must be disbursed on or before October 31, 2014.

The CLEVELAND PUBLIC LIBRARY agrees to expend the OPLIN funds and the federal funds granted by the State Library of Ohio in accordance with the following budget:

	"Local" (OPLIN)	Federal	Total
Equipment	\$108,999.00	\$ 80,752.00	\$189,751.00
TOTAL	\$108,999.00	\$ 80,752.00	\$189,751.00

Budget amendments may be made only with written approval by OPLIN.

The CLEVELAND PUBLIC LIBRARY will be required to use the granted OPLIN funds as the local matching funds for the FFY 2013 federal funds granted by the State Library of Ohio in this project with \$108,999 in OPLIN local matching funds.

The CLEVELAND PUBLIC LIBRARY shall return all unexpended OPLIN grant funds to OPLIN at the CLOSE-OUT of this project.

The CLEVELAND PUBLIC LIBRARY is responsible for maintaining adequate records of these local-matching expenditures as well as adequate records of federal funds received and expended for reporting to the State Library of Ohio.

OPLIN funds must be expended at the level stated in the project application. The CLEVELAND PUBLIC LIBRARY agrees that all OPLIN 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 OPLIN. In the event that such funds are lost or diverted, the terms of this contract shall cease.

appropriation, nor any resolution or order for the expenditure of money chargeable to an appropriation, 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, in an amount at least equal to the portion of the contract, agreement, obligation, resolution, or order to be performed in the current fiscal year. Any written contract or agreement entered into by the state shall contain a clause stating that the obligations of the state are subject to this section."

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

Date

Felton Thomas Jr., Cleveland Public Library

2013-12-05

Date



Stephen Hedges, OPLIN

The OPLIN Board approved this use of OPLIN funds by resolution on October 11, 2013.

The CLEVELAND PUBLIC LIBRARY agrees that if it fails to meet any term of this contract, OPLIN may, upon reasonable notice to the CLEVELAND PUBLIC LIBRARY, 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 CLEVELAND PUBLIC LIBRARY and the Effective date. The suspension shall remain in effect until the CLEVELAND PUBLIC LIBRARY has taken corrective action satisfactory to OPLIN or given evidence satisfactory to OPLIN that such corrective action will be taken. Failure of the CLEVELAND PUBLIC LIBRARY to comply with the terms of the suspension may result in termination of the contract.

Standard Clauses

The **CLEVELAND PUBLIC LIBRARY** is hereinafter known as **ADMINISTERING AGENCY**.

The ADMINISTERING AGENCY assures that it does not discriminate on The basis of race, religion, age, gender, national origin, or handicapping 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 CFR 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 126.07 of the Ohio Revised Code.

"No contract, agreement, or obligation involving the expenditure of money chargeable to an

THE STATE LIBRARY OF OHIO
COLUMBUS, OHIO
43201

OHIO FFY 2014
LSTA
CLEVELAND PUBLIC
LIBRARY
TECHNOLOGICAL
INNOVATION PROJECT
CFDA 45.310
PROJECT #VI-1-14
IMLS

This agreement between the Board of Trustees of the
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
TECHNOLOGICAL INNOVATION PROJECT as described in the project application which shall become
part of this AGREEMENT.

This project will BEGIN January 1, 2014 and TERMINATE September 30, 2014.

The STATE LIBRARY agrees to grant to the ADMINISTERING AGENCY the sum of
\$80,752 from FY 2013 funds to fund this project, said sums to be paid in monthly installments to the
ADMINISTERING AGENCY.

\$0 from FFY 2013 funds shall be paid as soon as
possible upon the signing of this agreement by
both parties;

the balance of \$80,752 from FFY 2013 funds to be paid in monthly installments to the
ADMINISTERING AGENCY based on estimated disbursements supplied to the STATE LIBRARY by
the ADMINISTERING AGENCY.

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Federal funds received prior to January 1, 2014 cannot be obligated or disbursed until after the project officially begins January 1, 2014.

All funds must be obligated/encumbered on or before September 30, 2014 and must be disbursed on or before October 31, 2014.

The ADMINISTERING AGENCY agrees to expend the local and federal funds granted by the STATE LIBRARY and local matching funds in accordance with the following budget:

	Local	Federal	Total
Equipment	\$108,999.00	\$ 80,752.00	\$189,751.00
Total	\$108,999.00	\$ 80,752.00	\$189,751.00

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

The ADMINISTERING AGENCY will be required to match the FFY 2013 federal funds granted by the STATE LIBRARY in this project with \$108,999 in local matching funds and will be billed for any unearned federal funds. Unearned federal funds shall be considered federal funds granted by the STATE LIBRARY and not matched with local funds specified in the proposal and considered a part of this agreement.

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

The STATE LIBRARY will report expenditures from local funds to the Institute of Museum and Library Services and the State of Ohio as matching funds, and the ADMINISTERING AGENCY is responsible for maintaining adequate records of these local-matching expenditures

AGREEMENT -3

as well as adequate records of federal funds received and expended for reporting to the STATE LIBRARY.

Local funds must be expended at the level stated in the project application. Failure to do so will result in a decrease in the final payment of federal funds.

The ADMINISTERING AGENCY agrees to make, on a form supplied by the STATE LIBRARY, separate cumulative financial reports of local and federal expenditures for the project quarters ending March 31, 2014, June 30, 2014, and September 30, 2014 and to make a final report of expenditures upon CLOSE-OUT of the project on or before October 31, 2014 following the project period. The ADMINISTERING AGENCY also agrees to submit full back-up documentation for local and federal expenditures for each project quarter.

The ADMINISTERING AGENCY also agrees to make narrative reports for the quarters ending March 31, 2014, June 30, 2014, and a cumulative narrative report upon CLOSE-OUT of the project (on or before October 31, 2014).

The narrative report 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. The cumulative report shall, as objectively as possible, review and evaluate the project as a whole against the objectives and include a statement of whether or not the agency plans to continue project activities as part of its regular program.

The ADMINISTERING AGENCY agrees to complete a post-project evaluation, on a form supplied by the STATE LIBRARY, one year following the termination of the project.

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

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The Single Audit Act of 1984 requires that the STATE LIBRARY ensure that sub-recipients 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 purchases 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 reports.

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.

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

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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 The basis of race, religion, age, gender, national origin, or handicapping 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 protect 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.

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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 CFR 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 126.07 of the Ohio Revised Code.

"No contract, agreement, or obligation involving the expenditure of money chargeable to an appropriation, nor any resolution or order for the expenditure of money chargeable to an appropriation, 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, in an amount at least equal to the portion of the contract, agreement, obligation, resolution, or order to be performed in the current fiscal year. Any written contract or agreement entered into by the state shall contain a clause stating that the obligations of the state are subject to this section."

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

Date

President of the Board


Date

Fiscal Officer

Date

Librarian

Library



Date: 12/10/13

State Librarian

The State Library Board approved this grant on December 10, 2013.



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.

Signature of Authorized Certifying Official

Print Name and Title of Authorized Certifying Official

Date