

**CLEVELAND PUBLIC LIBRARY**

**Finance Committee**

September 15, 2015

**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 9, 2015, the State Library of Ohio agreed to pay the Cleveland Public Library for expenses for the period of July 1, 2015 through June 30, 2016 to continue to administer statewide library services to blind and physically disabled residents in an amount not to exceed \$1,508,194.00, conditional upon formal approval of the Board of Library Trustees in September, 2015; 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 and \$200,000.00 to be paid from FFY 2014 LSTA carryover funds and \$34,000.00 to be paid from FFY 2015 LSTA funds; 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 FY 2016  
LSTA  
CFDA 45.310  
PROJECT # VIII-8-15  
SERVICES TO TARGETED  
POPULATIONS PROJECT  
FUNDED WITH FFY 2014  
AND FFY 2015 FUNDS  
IMLS

AGREEMENT

Ohio Library for the Blind and Physically Disabled

Fiscal Year 2016

THIS AGREEMENT, made and entered into this 9th day of June, 2015, 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, conditional upon formal approval of the Board of Trustees in September, 2015, witnessed:

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 2015, January 2016, and April 2016. A termination report will be submitted no later than July 15, 2016 and a close-out financial report will be submitted no later than September 15, 2016. 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 2016 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, 2015 - June 30, 2016 an amount not to exceed \$1,508,194.00. \$200,000.00 shall be paid from FFY 2014 LSTA carryover funds, \$34,000.00 shall be paid from FFY 2015 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 2015
\$17,364.00	Fund 5GB0	August 2015
\$125,683.00	Fund 5GB0	September 2015
\$125,683.00	Fund 5GB0	October 2015
\$125,683.00	Fund 5GB0	November 2015
\$125,683.00	Fund 5GB0	December 2015
\$125,683.00	Fund 5GB0	January 2016
\$125,683.00	Fund 5GB0	February 2016
\$125,683.00	Fund 5GB0	March 2016
\$125,683.00	Fund 5GB0	April 2016
\$125,683.00	Fund 5GB0	May 2016
\$125,683.00	Fund 5GB0	June 2016

FFY 2014 federal funds will be encumbered by September 30, 2015 and disbursed by October 31, 2015.

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, 2016 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 2014 federal funds must be disbursed by October 31, 2015 and FFY 2015 federal funds and SFY 2016 funds must be encumbered by June 30, 2016 and disbursed by August 31, 2016. 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

  
President, Board of Trustees

THE STATE LIBRARY OF OHIO

  
State Librarian

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 2016 Approved Budget

Appendix B

	STATE	FEDERAL	TOTAL
1. Salaries	\$689,705.00	\$161,866.00	\$851,571.00
2. Benefits	358,746.00	-0-	358,746.00
3. Computer costs	9,000.00	-0-	9,000.00
4. Space rental	186,078.00	62,026.00	248,104.00
5. Materials/Equipment/Telephone Services	5,565.00	10,108.00	15,673.00
6. Administrative Services	21,000.00	-0-	21,000.00
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