



LIBRARY OF VIRGINIA

Sandra Gioia Treadway
Librarian of Virginia

MEMORANDUM OF AGREEMENT

MOA Number: LVA-ARPA-034

I. PARTIES TO THE AGREEMENT:

This Memorandum of Agreement (MOA) is entered into by Hampton Public Library, hereafter called the "PUBLIC LIBRARY," and the Commonwealth of Virginia through the Library of Virginia, hereafter called the "LVA."

WHEREAS, LVA enters into an agreement to assist the Public Library in responding to the Covid-19 Pandemic and the PUBLIC LIBRARY desires to perform such services.

THEREFORE, in consideration of their respective undertakings, the LVA and PUBLIC LIBRARY hereby agree to the following terms.

II. PURPOSE:

LVA received funding from the American Rescue Plan Act (Public Law 117-2) and the Institute of Museum and Library Services (IMLS) authorization statute (20 U.S.C. § 9101 et seq.) to administer in accordance with our existing LSTA program.

III. PROJECT DESCRIPTION:

The LVA will use funds under the American Rescue Plan Act (ARPA) to help communities respond directly and immediately to the pandemic as well as to related economic and community needs through equitable approaches in digital inclusion and library services. They will continue to support the goals of their Five-Year Plan for FY 2018- 2022. Specific state goals include: 1) foster the development of the evolving neighborhood/community library as a center for lifelong learning and civic engagement; 2) facilitate access to information and the discovery of knowledge and cultural heritage for the purpose of cultivating an informed and engaged community; and 3) support the training and development of proactive library leadership and skilled staff to meet the rapidly changing environment.

IV. SCOPE OF SERVICES:

A. Public Library

ARPA funds must be used to further goals of the American Rescue Plan Act:

1. To enable Public Libraries to reach residents with internet hotspots, accessible Wi-Fi, and other digital inclusion efforts, particularly in support of education, health, and workforce development. The following types of data, among others, can inform efforts to reach underserved populations:

800 East Broad Street
Richmond, Virginia 23219

www.lva.virginia.gov

804.692.3500 *phone*
804.692.3976 *tty*

- Poverty/Supplemental Nutrition Assistance Program (SNAP)
 - Unemployment
 - Broadband availability
2. To provide rapid emergency relief to Public Libraries, allowing them to safely respond to the pandemic and implement public health protocols.
 3. To support Public Library services that meet the needs of communities, including costs such as technology, training, materials, supplies, equipment, and associated costs.

B. LVA:

- Proffer \$2,275,000 in Public Library sub-grants and calculate the amount of that total for each Public Library by using the LVA state aid formula.
- Dispense ARPA funds to Virginia Public Libraries.
- Monitor the Public Library's adherence to the MOA requirements.
- Provide support and troubleshooting to recipient libraries.

FEDERAL AWARD INFORMATION:

| | |
|----------------------------------|---|
| Federal Award ID Number | <u>LS-250242-OLS-21</u> |
| Award Recipient: | <u>Commonwealth of Virginia, Library of Virginia</u> |
| Project Title: | <u>LSTA ARPA State Grants</u> |
| Federal Awarding Agency: | <u>Institute of Museum and Library Services</u> |
| CFDA#: | <u>45.310 – State Library Program</u> |
| Federal Award Date: | <u>4/09/2021</u> |
| Research and Development: | <u>No</u> |
| Indirect Cost Rate: | <u>Indirect Costs are not allowable for this award per IMLS</u> |
| Total Federal Award: | <u>\$3,871,764</u> |

SUB-RECIPIENT INFORMATION:

| | |
|---|---|
| Name: | <u>Hampton Public Library</u> |
| Address: | <u>4207 Victoria Boulevard, Hampton, VA 23669</u> |
| DUNS (Unique Entity Identifier): | <u>066019902</u> |
| Award Amount: | <u>\$24,083</u> |
| Award Period: | <u>4/08/2021 – 9/30/2022</u> |
| Final Report Due: | <u>10/31/2022</u> |

V. FUNDS GRANTED TO PUBLIC LIBRARY:

- A. The ARPA award is a reimbursement grant but requests for advance payments will be reviewed on a case by case basis.
- B. LVA approved pre-award costs may be reimbursed that were charged back to March 15, 2021. The request for reimbursement for pre-award costs must be submitted to LVA by November 30, 2021.
- C. LVA will dispense funds to the Public Library using the same method of payment as LVA dispenses State Aid funds to the Public Library.
- D. The Public Library must spend all grant money in accordance with the LVA approved budget; all expenses must be on the approved budget submitted with Public Library application.
- E. The Public Library is required to return all funds expended that were not used for allowable expenditures, per the LVA approved budget. Please see **Section VI, F: Audit Requirements** and **Section VII, L: Default**.
- F. All budget change requests must be submitted to the contacts listed in **Section VIII** of this agreement for approval. Only expenditures on the LVA approved budget or changes approved in writing by LVA are considered allowable and therefore eligible as expenditures for the ARPA award.

VI. PUBLIC LIBRARY - REQUIRED ACTIONS:

A. Pre-Award Requirements

The Library Director or Library Program Designee must attend a mandatory pre-award meeting with all ARPA recipients and designated LVA personnel. This meeting will serve as a question and answer session for all recipients.

B. Financial Requirements

1. Invoices for allowable expenses that have been received and approved by the Public Library must be submitted to LVA on a monthly basis no later than the 15th of the following month to:

lva.accountspayable@lva.virginia.gov

2. Your submission must include ALL expenditures for the month. Please complete the attached template each month for your submission, which must be signed and dated by the Public Library Director. The signature by the Public Library Director is to certify that the expenditures align with the Public Library's approved budget and that the products or services have been delivered and tested. Please submit the invoices and all relevant backup documentation with the template.
3. All grant funds must be obligated by September 30, 2022 and the final monthly reimbursement submission for the grant period is due by October 31, 2022.

C. Sub-recipient Monitoring Requirements

The Library Director or Program Designee must attend a mandatory monthly meeting with his or her Contract Monitor. LVA has identified the Public Library Contract Monitor in **Section VIII** of this MOA. Your Contract Monitor will review all monthly expenditures, ensuring they are allowable via the LVA approved budget and plan, and analyze your spending progress during the grant period.

D. Sub-recipient Reporting Requirements

1. The LVA will monitor the Public Library to evaluate the progress and performance of the program. The Public Library shall submit mandatory quarterly progress reports to the LVA contacts listed in **Section VIII** on the requirements outlined in this section, **Section D, number 3** of the agreement. The Mandatory quarterly progress report due dates are as follows:

Mandatory Quarterly Progress Report Due Dates:

- 1) **January 15, 2022**
 - 2) **April 15, 2022**
 - 3) **July 15, 2022**
 - 4) **October 31, 2022 - Final**
2. The LVA and Federal personnel must be provided access to all program-related records and facilities under reasonable request.
 3. The Public Library is required to measure the outputs and outcomes of your project(s) quarterly. These elements will be added to the annual state library survey, Bibliostat. For outputs, use such tools as usage/circulation statistics, holds stats, fulfillment rates, # of cleaning rounds, etc. For outcomes, use surveys, Evaluation Continuum/Likert Scale, voting, observation/anecdotes, focus group questionnaires, social media interaction, etc. The measures can include, but are not limited to, the following items:

Outputs (countable products or activities)

- Number of patron borrowed hotspots.
- Number of patrons utilizing routers.
- Number of patron borrowed tablets or laptops.
- Number of patrons participating in virtual programming.
- Percentage of increase in use of Public Library's digital resources.
- Number of patrons picking up items in lockers.
- Number of items circulated via the locker project and the percent of increase in circulation.
- Number of outreach program attendance and the percentage of increase in outreach programs.
- Number of additional outreach events.
- Number craft packages distributed.
- Number of workshops held and the number of attendees.
- Number of tests proctored.

Outcomes (changes in participant behaviors, skills, knowledge, or life conditions)

- Percentage of students and adults who demonstrate information literacy skills.
- Percentage of patrons who will report that their student or work lives improved through connectivity.
- Percentage of patrons who learned something new or were entertained due to new locker service.
- Percentage of children and adults who will report that they learned something new or were entertained by new outreach reading activities.
- Percentage of attendees who will report new knowledge or increased skills after attending a workshop.
- Percentage of job seeking attendees who report subsequent employment.

4. You are required to collect descriptive information throughout the project so that LVA may develop a narrative to support the data that LVA will report at the end of the grant. This narrative must include a brief description of the project's innovation, vision, impact on targeted audience, or service to a new population group. While the narrative is primarily descriptive and succinct, it is highly recommended that you collect testimonials and even anecdotal stories to emphasize impact whenever possible.

E. TIME AND EFFORT REPORTING:

LVA will not allow Salary expenses for the ARPA sub-grant.

F. AUDIT REQUIREMENTS:

The Public Library must retain all books, accounts, reports, files and other records relating to the performance of the agreement for a period of five years after its completion. All accounting records must be supported by source documentation and retained in order to show for what purpose funds were spent. All such records must be made available and produced for inspection when required by the LVA.

Should an audit by authorized state or federal official result in disallowance of amounts previously paid to the Public Library, the Public Library must reimburse the LVA upon demand.

§ 200.501 Audit requirements:

(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with § 200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § 200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in § 200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

VII. TERMS AND CONDITIONS:

A. APPROPRIATIONS:

The PUBLIC LIBRARY acknowledges the understanding that this Agreement is subject to appropriations and constraints by the State or the Federal government budget.

SUBCONTRACTS:

No portion of the work can be subcontracted without prior written consent of the LVA. In the event that the PUBLIC LIBRARY desires to subcontract some part of the work specified herein, the Public Library shall furnish the names, qualifications, and experience of their proposed sub-contractor(s) and must assure compliance with all requirements of this agreement.

B. INTEGRATION AND MODIFICATION:

This Agreement constitutes the entire understanding of the parties as to the matters contained herein. No alteration, amendment or modification of this Agreement shall be effective unless in writing and signed by the duly authorized officials of both the LVA and the PUBLIC LIBRARY.

C. CONFIDENTIALITY OF PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE:

The PUBLIC LIBRARY agrees that proprietary information disclosed by LVA to the PUBLIC LIBRARY for the purpose of an MOA shall be held in confidence and used only in the performance of the agreement. No item designed for or by the LVA shall be duplicated or furnished to others without prior written consent. All products and materials including but not limited to papers, data, reports, forms, records, materials, creations, or inventions relating to this agreement are sole and exclusive property of the LVA. All such materials shall be delivered to the LVA in usable condition at any time requested by the LVA.

D. DRUG-FREE WORKPLACE:

During the performance of this agreement, the Public Library agrees to (i) provide a drug-free workplace for the Library's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Public Library's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Public Library that the Public Library maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific agreement awarded to the Public Library, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By entering into a written agreement with the Commonwealth of Virginia, the Public Library certifies that it does not, and shall not during the performance of the agreement for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. ANTI-DISCRIMINATION:

By signing this agreement the Public Library certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the agreement on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that agreement with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1E*).

1. During the performance of this agreement, the Public Library agrees as follows:
 - a. The Public Library will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Public Library. The Public Library agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Public Library, in all solicitations or advertisements for employees placed by or on behalf of the Public Library, will state that such Public Library is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. If the Public Library employs more than five employees, the Public Library shall (i) provide annual training on the Public Library's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Public Library's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Public Library owns or leases for business purposes and (b) the Public Library's employee handbook.
 - e. The requirements of these provisions are a material part of the agreement. If the Public Library violates one of these provisions, the Commonwealth may terminate the affected part of this agreement for breach, or at its option, the whole agreement. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific agreement is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the Public Library, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this agreement.

G. APPLICABLE LAWS AND COURTS:

This solicitation and any resulting agreement will be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The LVA and the PUBLIC LIBRARY are encouraged to resolve any issues in controversy arising from the award of the agreement or any agreement dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia, § 2.2-4366*). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The PUBLIC LIBRARY shall comply with all applicable federal, state and local laws, rules and regulations.

H. AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the agency shall be bound only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this Agreement.

I. RENEWAL OF AGREEMENT:

This Agreement will not be renewed.

J. ANTITRUST:

By entering into an agreement, the PUBLIC LIBRARY conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said agreement.

K. ASSIGNMENT OF AGREEMENT:

An agreement shall not be assignable by the PUBLIC LIBRARY in whole or in part without the written consent of the Commonwealth.

L. DEFAULT:

In case of the failure of the Public Library to deliver the LVA approved ARPA plan in accordance with this agreement terms and conditions, your LVA approved application, and your LVA approved budget detailing allowable expenditures, LVA will may terminate this agreement after due written notice. As a result of this termination, all remaining unspent grant funds issued in advance and all amounts previously paid to the Public Library that LVA determines were not used for allowable expenses must be reimbursed to LVA upon demand. LVA may hold the PUBLIC LIBRARY responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth may have. If LVA terminates this agreement with the Public Library, the Public Library may no longer be eligible to apply for future LVA grant opportunities.

VIII. LVA CONTACTS:

Your designated Contract Monitor is Cindy Church.

Please contact your Contract Monitor for programmatic inquires at cindy.church@lva.virginia.gov.

The Grant Administrator is Nan Carmack, nan.carmack@lva.virginia.gov.

Please contact Wendy Hupp for financial inquires at wendy.hupp@lva.virginia.gov.

IX. SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this MOA to be duly executed intending to be bound thereby. This Memorandum of Agreement becomes effective on the date of the last signature. Once signed, please return the entire document to wendy.hupp@lva.virginia.gov.

Public Library Authorized Representative

LVA Authorized Representative

Valerie Gardner 10/21/21
Signature and Date

Sandra G. Treadway 10/22/2021
Signature and Date

Valerie Gardner Director
Name and Title (Printed)

Sandra G. Treadway, Librarian of Virginia
Name and Title (Printed)

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.