



## **OFFICE OF THE CLERK/TREASURER**

### **City of Burlington**

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City Hall, Room 20, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000  
Fax (802) 865-7014  
TTY (802) 865-7142

March 8, 2013

To: Board of Finance

From: Paul Sisson

RE: Library Grant from Vermont Council of the Arts

In June 2012, a grant was awarded to Fletcher Free Library for audio visual equipment, and it was approved by the Board of Finance at that time. Also in June 2012, the Library made a payment to The Superstore representing the City's matching share of the grant (\$16,500). This payment was recorded in fiscal 2012.

In February, the Library received the grant funds from the State (also \$16,500). Since the match was already recorded in FY12, there is no additional cost to the City. However, the provider of the A/V equipment, The Superstore, has been waiting patiently for over six months for payment of the balance due. Because the State money has been received, I am requesting permission to pay that outstanding balance of \$16,500 to The Superstore as soon as possible.

While the amount involved does not meet the \$50,000 threshold for Board of Finance approval, the unique nature of this transaction and the confusion it caused led me to believe that the Board should be informed of the situation.



December 13, 2011

Fletcher Free Library  
Attn: Ashley P. McAvey  
235 College Street  
Burlington, Vermont 05401

Re: Application # 16478

Dear Ashley:

I am pleased to inform you that the Fletcher Free Library has been awarded a Cultural Facilities Grant of \$16,729 to support the installation of audio/visual and technical improvements to three public spaces. This award comes with certain conditions. The Cultural Facilities Coalition has stipulated that in order to use this award you must:

- Submit to the Vermont Arts Council an additional estimate (the panel suggests Sound Vision in Burlington may be able to provide one).
- Include assistive listening devices for all amplified areas and a plan for securing them and any other moveable equipment.

You are receiving this letter and a contract between your organization and the Arts Council. Please read both documents carefully. If you agree to fulfill the contingencies as stated in this letter and meet the contract terms and conditions, print and return two copies of this letter, each attached to a signed contract no later than February 17, 2012.

Once we have received the signed contracts with a copy of this letter attached to each, we will counter-sign and return a copy to you, along with:

- A copy of the Secretary of the Interior's Standards for Historic Preservation Projects;
- Information about accessibility;
- A sign to post for the duration of your renovations to acknowledge the receipt of funding from the State of Vermont.

***Please note:** The Cultural Facilities Grant funds are released only upon completion of the project and submission of the appropriate documentation.*

We will host a press conference and check presentation ceremony on the afternoon of January 19<sup>th</sup> at 3:00 pm in the Cedar Creek Room at the State House. We invite representatives from your organization to be on hand to accept our congratulations. **Please confirm your attendance with Susan McDowell at (802) 828-0152.**

Since this grant program is made possible by public funds received from the State budget, we encourage you to:

- Contact your State legislators and other elected officials to let them know about your award. Include them in your activities. It is important that our legislators understand how vital these funds are to cultural development and community life within their districts.
- Credit the State of Vermont and the Vermont Cultural Facilities Coalition whenever promoting your award and related activities in print or broadcast material, program announcements, interviews, etc.

When writing a letter to your legislator the following points may be helpful:

- Describe your project.
- List dates and times for any presentation or celebration, and invite your legislator to attend.
- Describe the constituents in the community who will benefit from the project.
- Let them know that your project or event has been made possible in part by funding the Vermont State Legislature and the Vermont Cultural Facilities Coalition.
- Thank them for their continued support of cultural resources in their communities.
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Grantees often find it helpful to hear about the strengths and weaknesses of their application for future reference. We strongly encourage you to contact the Council if you would like to hear the reviewers' comments on your application or if you have any questions. From December 15<sup>th</sup> through February 6<sup>th</sup> contact Michele Bailey at 802-828-3294 or by email at [mbailey@vermontartscouncil.org](mailto:mbailey@vermontartscouncil.org). After February 6<sup>th</sup> contact Sonia Rae at 802-828-5425 or by email at [srae@vermontartscouncil.org](mailto:srae@vermontartscouncil.org).

A list of grantees will be published in the Council's Annual Report for 2012. Once again, congratulations! Thank you for all your many contributions to Vermont's cultural life.

Sincerely,



Alexander L. Aldrich  
Executive Director



VERMONT  
**ARTS**  
COUNCIL

**VERMONT ARTS COUNCIL  
ACTING FOR THE STATE OF VERMONT  
CULTURAL FACILITIES GRANT AGREEMENT  
FISCAL YEAR 2012**

This agreement is made and entered into between the Vermont Arts Council, acting for the State of Vermont (hereinafter called the Council) and the **Fletcher Free Library** (hereinafter called the Grantee). Pursuant to Act 40, Section 7, Subsection(3) of the Public Acts of the 2011 Vermont Legislature, which appropriates funds to the Vermont Arts Council for a program of matching grants for capital improvements to cultural facilities to be administered by the Council. The Council and Grantee mutually agree as follows:

1. The Council will furnish a matching grant-in-aid to **Fletcher Free Library** in an amount not to exceed **\$16,729.00 to support audio/visual and technical improvements to three public spaces** to be undertaken in accordance with the provisions of this Agreement.
2. The period of performance under this Agreement **shall commence on January 1, 2012 and conclude on December 31, 2012** also referred to herein as the Termination Date.
3. In carrying out the project, the Grantee will:
  - A. Follow the approved Project Description, plans or specifications submitted with the grant application and/or any conditions described in the award letter, dated December 13, 2011, a copy of which is attached and made a part hereof;
  - B. Perform all project work in compliance with the "Secretary of the Interior's Standards for Historic Preservation Projects" (36 CFR 67) (attached);
  - C. Comply with the requirements for Title 21, V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the extent applicable, and agrees further to include a similar provision in all subcontracts;
  - D. Perform all project work without discrimination against any person or group of persons on the grounds of race, sex, color, religion, national origin or physical disability, unless it is shown by Grantee that such disability prevents performance of the work involved in any manner prohibited by the laws of the State of Vermont;
  - E. Hold and save harmless the State of Vermont and the Council and their officers and employees from liability for any claims, suits, judgments, and damages arising as a result of the Grantee's performance of the obligations under this Agreement;

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- F. Maintain all documents, papers, accounting records, and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times during the period of this Agreement and for three years thereafter for inspection by any authorized representative of the State or the Council. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The Council, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement;
  - G. At such times as the Council may require, furnish it with such periodic reports, statements, and other documentary data and information as may be requested relative to the progress and status of the project and as to the compliance with the terms and conditions of this Agreement;
  - H. Promptly inform the Council in writing of any significant problems, delays, or adverse conditions, actual or anticipated, that will materially affect the project objectives or prevent the meeting of time schedules;
  - I. **Grantee shall credit the Vermont Cultural Facilities Coalition and the State of Vermont in any newspaper, radio, television, or other media publicity (i.e. programs, brochures, flyers, etc.)**
  - J. Promptly halt all the project work and inform the Council if buried archaeological resources are located during the project, and preserve and protect these resources until the Council notifies Grantee that project work may continue;
  - K. Assume the cost of continued maintenance and repair of the property so as to preserve the architectural and historical integrity of the features, materials, appearance, workmanship, and environment for a period of five (5) years from the date of execution of this Agreement in order to protect and enhance those qualities, historic and otherwise, that make the property a cultural resource. Nothing herein shall prohibit the Grantee from seeking financial assistance from any source available to the Grantee.
  - L. Agrees to make its programs, services and facilities accessible to individuals with disabilities. The Grantee understands that failure to comply with the requirements of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 could result in the withdrawal of financial and other support by the Council, the imposition of compliance conditions upon the grant, a reduction in a grant amount, and/or may otherwise jeopardize current and future funding and support from the Council.
- 4. Hereby certify under the pains and penalties of perjury that the Grantee is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date the Grantee signs this Agreement, under Title 32, V.S.A. Section 3113.
  - 5. Failure of the Grantee to comply with any of the terms and conditions of this Agreement shall be deemed a material breach of this Agreement, and upon failure of the Grantee to remedy such breach within thirty (30) days after written notice from the Council, the Council shall have, to the full extent permitted by law, including but not limited to, the right to demand and receive from the Grantee full refund of the grant.
  - 6. Failure of the Grantee to complete this Agreement by the Termination Date set forth in paragraph 2 shall be deemed a material breach of this Agreement without the necessity of written notice as provided in paragraph 5, and the Council shall, to the full extent permitted by law, have each and all of the rights and remedies set out in paragraph 5.

7. The Grantee agrees that the project for which the grant has been made shall be completed by the Termination Date. If the Grantee is unable to complete the project in the time allotted, it must apply in writing for an extension at least two weeks before the termination of the grant. Extension requests will be approved on a case-by-case basis. Failure to complete the project in a reasonable time frame will result in forfeiture of the grant monies. The Grantee may reapply for funding the next grant cycle, but a re-grant of funds is not guaranteed.
8. A Project Completion Report and an Accounting Report, as further described, and copies of all bills (invoices) from contractors, suppliers, and vendors shall be submitted **no later than January 31, 2013**, or thirty days after the project is completed, whichever occurs sooner. Upon receipt of an acceptable Project Completion Report and Accounting Report, the Council or its representative may make a final project assessment. The Council will commence processing payment of the grant which will equal one-half of the allowable expenses on the Accounting Report, or the face value of the grant, whichever is less, when the Council has established that the work has been completed satisfactorily in accordance with the approved Project Description.
9. This Agreement shall be governed by the laws of the State of Vermont.

**For FLETCHER FREE LIBRARY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(Representative's Printed Name and Title)

**For VERMONT ARTS COUNCIL**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Alexander L. Aldrich, Executive Director

Councilors Shannon, Paul, Decelles,  
and Bushor

AUTHORIZATION TO ACCEPT A VERMONT ARTS COUNCIL  
CULTURAL FACILITIES GRANT; AND AMENDING THE  
THE FY 2012 BUDGET

In the year Two Thousand Twelve .....

Resolved by the City Council of the City of Burlington, as follows:

that

WHEREAS, the City of Burlington Library has received notification of an award from the Vermont Arts Council in the amount of \$16,729 to support audio/visual and technical improvement to three public meeting rooms; and

WHEREAS, a budget amendment in necessary to recognize these funds and program expenses; and

WHEREAS, the Board of Finance has approved the acceptance of these funds and has recommended acceptance of the grant by the City Council as well as support for the Mayor's budget modification to recognize these funds and project expenses;

NOW, THEREFORE BE IT RESOLVED THAT the City Council authorizes the acceptance of the Vermont Arts Council Cultural Facilities grant to support audio/visual and technical improvements to three public meeting rooms; and

BE IT FURTHER RESOLVED that the City Council hereby approves the amendment of the FY 2012 Budget as follows:

Increase:

Revenue:

121490.48009 –	Vermont Arts Council Grant	\$ 16,729
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Expense:

121490.61100 -	Salaries	\$ 16,729
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