



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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CTR	SRC	ACCT	AMT	DATE	APR
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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