

Certified Local Government Program

2025 CLG Grant Application

FFY 2025 grant funding provided by the National Park Service/Historic Preservation Fund

Grant Period: October 1, 2024 – September 30, 2027

Vermont Certified Local Government Program 2025 Grant Application Form

Application Deadline: On or before 4:30 PM, Monday, December 16, 2024.

What to Submit: All application materials must be submitted prior to the application deadline. A complete application consists of the following items, in the following electronic formats:

- Application Form, signed by the applicant, the Chair of the CLG Commission, and the Chief Elected Local Official (or designee). Submit a scanned PDF of the complete application with all signatures.
- □ Proposed Budget Form, signed by the Chief Elected Local Official (or designee). Submit the following:

a scanned PDF of the signed Proposed Budget Form, and

□ an MS Word version of the Proposed Budget Form.

Any supporting materials, such as photographs, reports, assessments, etc. that support and inform the proposed project. Submit these materials as PDFs.

How to Submit the Application: Please submit all the above items as attachments to an email message, identified as follows:

Email Subject Line: [Name of CLG Community] – 2025 CLG Grant Application

<u>Attachments:</u> [Name of CLG Community] – Application Form (PDF) [Name of CLG Community] – Proposed Budget Form (PDF & Word) [Name of CLG Community] – Supporting Materials (PDF)

Where to Submit: All application materials should be submitted electronically via email to Lindsay.Pacheco@vermont.gov

If you have any questions about the application process, please contact Laura V. Trieschmann at 802-505-3579 or <u>laura.trieschmann@vermont.gov</u>

Vermont Certified Local Government Program 2025 Grant Application Form

To complete this Grant Application, simply click in the gray text boxes and type your responses. Please keep your responses as concise as possible and specific to the proposed project.

Name of CLG Community: <u>City of Burlington</u>

Name of CLG Coordinator: Mary C. O'Neil, AICP	Telephone: 802.865.7556 Email: mconeil@burlingtonvt.gov
Mailing Address: 645 Pine Street, Burlington VT 05401	
Name of Municipal Treasurer: <u>Katherine Schad</u>	Telephone: 802.865.7000 Email: kschad@burlingtonvt.gov

Project Name: Intersections

Will this project be administered by a designated third party? \boxtimes Yes or \Box No If yes, name of organization: Lost Mural Project

Project Category: Please check the appropriate category below and provide the requested information as indicated or on a separate page.

Priority | Projects

Top priority in the selection of projects and award of grant funds is given to Priority I projects.

Survey Project. Please describe in Project Summary:

- purpose of the project;
- area to be surveyed (indicate on map);
- estimated number of properties to be surveyed;
- estimated number of acres to be surveyed;
- status of completion of town-wide or city-wide survey; and
- plans for completion of survey.

□ National Register Project. Please describe in Project Summary:

- purpose of the project;
- building or historic district to be nominated (indicate on map);
- property type or theme for Multiple Property nomination;
- for a historic district, the number of contributing properties within the district;
- status of completion of town-wide or city-wide survey;
- plans for completion of survey; and
- status of survey through the National Register process.

□ **Preservation Planning Project.** *Please describe in Project Summary:*

- purpose of the project;
- area to be covered by the plan (describe and indicate on map);
- status of completion of town-wide or city-wide survey, and plans for completion of survey; and
- status of survey through the National Register process.

Information and Education Project. Please describe in Project Summary:

- purpose of the project;
- audience, methods and products;
- status of completion of town-wide or city-wide survey, and plans for completion of survey;
- status of survey through the National Register process; and
- status of historic preservation planning.

D **Pre-Development Project**. Please describe in Project Summary:

- purpose of the project;
- property or area to be covered by the plan (describe and indicate on map);
- scope of work and products;
- status of completion of town-wide or city-wide survey, and plans for completion of survey;
- status of survey through the National Register process; and
- status of historic preservation planning.

Priority II Projects

Awarded only if grant funds remain after all Priority I projects have been selected.

- Development Project. Please describe in Project Summary:
 - purpose of the project;
 - property or area to be covered by the plan (describe and indicate on map);
 - scope of work and products;
 - status of completion of town-wide or city-wide survey, and plans for completion of survey;
 - status of survey through the National Register process; and
 - status of historic preservation planning.
 - Please include a location map showing the footprint of the building, the parcel boundaries, and any areas of possible ground disturbance resulting from the project.

Project Summary (please address the items noted in the Project Category selected above): Background on Lost Mural Project

The Lost Mural Project (LMP) began as an effort to rescue, restore, and preserve an extraordinary example of early 20th century Jewish art. With the support of historians, preservationists, donors, and the larger community, the Lost Mural was moved to its current home at Ohavi Zedek Synagogue on North Prospect Street in Burlington and restored to its original 1910 vibrancy. Now, the Lost Mural serves as an inspiration and focal point for education, outreach, and research about the immigrant experience in Vermont, and the lost genre of painted East European wooden synagogues. Through partnerships with local nonprofits, schools and universities, the Lost Mural constitutes a starting place for documentation, exploration, and celebration of the many immigrant communities that have passed through Burlington.

Documenting the Immigrant Experience in the Old North End of Burlington

The current Lost Mural Mapping Project, called "Intersections," aims to use technology to capture cultural history and further explore the dynamics of the immigrant groups who formerly occupied Burlington's "Little Jerusalem" neighborhood. The area is defined by the following boundaries:

North By Riverside Avenue South By North Street for initial work, South by Pearl Street for expanded project West by North Avenue East by Willard Street

Battery Street will also be included later

The time frame for research is 1850-1950 for the Jewish community, with an expectation that current immigrant communities' "footprints" will be established at the present and expanded backward in time, and illustrated using overlay maps.

The Lost Mural Project has engaged a graphic artist, Coberlin Brownell, to expand on an earlier mapping project that created an interactive 3D platform for Burlington's Little Italy, allowing users to connect with stories and events from that area. The new project uses a wide range of historical documents - federal census data, Sanborne Insurance Maps, Burlington City Directories with street addresses of homes and businesses - along with the current technology of Google Maps to produce a spatial illustrated history of Burlington's Little Jerusalem through the decades. When complete, the product will be the Interections map itself, whose features will be easily navigable by anyone interested in exploring the history of Burlington, including teachers, students, researchers, and the general public. Each residential and business address in Burlington's Old North End will engage the user, indexed by decade with the name of occupants, businesses and religious institutions, fraternal and social organizations, and the immigrant occupants at each address through the decades, with each immigrant's name and country of origin. We envision that immigrant communities beyond the Jewish settlers of this particular area will be separately layered over by decade, which will provide a dynamic view of the changing face of Burlington. Further, photographs of immigrant families and photographs of former principal buildings will also accompany the Lost Mural Project "Intersections" Map. Efforts to engage the local community to assist with the collection of data are envisioned using Burlington civic organizations, fraternal organizations, religious organizations, historical societies, genealogical societies and immigrant community associations. Further, efforts will be amde to gather information from community immigrant papers such as diaries, personal, commercial, institutional papers, articles, journals and periodicals and source them with reference to the Lost Mural Mapping Intersections residential and business addresses. Lost Mural Project has previously worked with some of these local communities and organizations to acquire exchange information.

Progress to date

The initial content for the mapping project, including the base coding and the earliest Burlington City Directory data for the Jewish community has already been completed with private (LMP) funding. A static version of some maps can be viewed in the attached Supporting Materials. Links to many of the homes and businesses in Little Jerusalem in the decades from 1890 to 1910 are available, showing both maps and photographs of the area.

However, in order to complete this work, more support is needed for both the Principal Developer (Mr. Brownell) and university and college students working for the Lost Mural Project on data collection. We are requesting funding both to complete the mapping project for Little Jerusalem and additional funds to begin the expansion to other immigrant communities.

Information on Preservation Planning

This project will be carried out within the city of Burlington. Burlington itself has had extensive experience and success with preservation and historic planning over the past 50-plus years. Specific historic districts have been identified, and approximately half of the principal buildings in the city have been surveyed and/or identified as having particular significance. One district was listed on the National Register of Historic Places in 2017. The City continues to plan and fund efforts to preserve and protect historic resources and align preservation with other municipal goals.

However, the entity responsible for all aspects of the Lost Mural Project's Intersections Mapping grant project including the contracts, project oversight, finances and final reporting – will be the Lost Mural Project, acting as thirdparty administrator. One of the primary missions of the Lost Mural Project is "to plan for and aid in the restoration, preservation and interpretation of the Lost Mural, located at 188 North Prospect St., Burlington, VT," for which conservation and preservation are central aspects. Now that the Lost Mural itself has been rescued, relocated and fully restored, the Lost Mural Project board has determined that this Intersections Mapping Project is essential to meet some of its other articulated goals, including the following: "To illustrate the history as a powerful reminder of Burlington, Vermont's "Little Jerusalem"; and, "To develop materials about the larger contributions of immigrant groups in the late 19th and 20th century development of Burlington." Lost Mural Project is a registered trade name of Lost Shul Mural., Inc., a Vermont based nonprofit. The nonprofit does its business under the name of the Lost Mural Project. The federal ID # for Lost Shul Mural, Inc. is 81-5118531.

Please Answer the Following Questions:

1. How will the public be informed about the purpose of this project and the value of historic preservation? (note: public information and education is a required component of *all* CLG grant projects)

Education and outreach are integral to the mission of the Lost Mural Project, which includes in its purposes "sharing of educational resources." The LMP Board has convened an Educational Advisors Group to provide program guidance, and that group includes representatives of many historical, preservation and arts councils. We expect that these advisors will assist with publicity about how information will be collected and how to access the completed mapping materials. The Lost Mural Project's Interections Map will be rolled out and be available to the local community and statewide community through its website, <u>www.lostmural.org</u>, and be available to teachers, schools and universities for teaching and research purposes. The extent of potential outreach is clear, since the Lost Mural Project has conducted tours of the Lost Mural for over 1000 people in the last two years, including over 500 high school students. Students at Burlington High School have created a set of projects based on their experience with the mural, as shown at lostmural.org, and we expect that this partnership with the school, and other high schools, will continue as the mapping resources become available and schools engage with the Intersections map as a teaching tool. In addition to our own outreach, local news organizations that have previously covered the discovery and preservation of the mural will be invited to cover this new engaging project.

2. Describe the impact that this project will have on historic resources. Will it be significant and long lasting?

The range of sources used for constructing the proposed maps is unusually wide. Bringing them together in a way that they can be accessed by cultural historians is significant and likely to lead to further uses and discoveries. The ease with which the general public can interact with these resources also means that new members of our immigrant communities, and new community users will be engaged and prompted to support these and other historical projects. Many of the databases that can be accessed to build the Lost Mural Project Interections Mapping Project are available online or in person at the Fletcher Free Library, the University of Vermont and the Vermont Historical Society. The project can be seen as a new entry into historical research and preservation, particularly since we plan to engage community groups such as artistic, cultural, fraternal and religious organizations in identifying members of various immigrant communities to solicit information from them. Moreover, due to the project's flexibility, information can be entered and displayed within the Lost Mural Project's Intersections Mapping Project that highlight the information which current immigrant communities determine they would like to highlight for their own educational purposes.

Lost Mural Project envisions that its Intersections Mapping Project will be able to be utilized by local, middle and high school students and teachers, as well as by college and university students for historical and social research.

Information in its database will be able to captured by time frame and immigrant group to produce mobile and print-version neighborhood walking tours with historical context.

3. Does this project focus on disaster preparation, mitigation, and resilience? If yes, please explain how.

□ Yes -or- ⊠ No If yes, please describe: 4. Describe the project schedule assuming starting date of May 2025 and completion date of August 1, 2027. List dates for subcontracting with consultants, on-site meetings, delivery of draft products, such as survey and National Register forms, and public meetings, as applicable. <u>All products, including a final project report and auditable financial documentation, are due by the completion date</u>.

DATE	Task/Product Competed
1/23/2025	SHPO notifies applicants of grant awards
5/2025	Executed Grant Agreement
	*Convene meetings with stakeholders (Lost Mural Corporation, UVM Historic
	Preservation Department, UVM Special Collections/Photographs local historians,
	local historical societies, genealogists, local immigrant association group leaders
	and community leaders) to finalize scope: May-June
	*Recruit undergraduate and/or graduate students: June
	*Acquire necessary software and other resources; secure access to databases and
	archival resources: July-August
12/1/2025	First Progress Report Due
	*Data integration, including compiling and digitizing data for Little Jerusalem,
	designing interactive mapping framework, begin drafting layers for community's
	historical data : Dec-Jan
	*Prototype development and review: Jan -March
4/1/2026	Second Progress Report Due
1	*Complete Prototype development and review, including working prototype of
	Little Jerusalem map with integrative features: March-May
	*Public testing and refinement with teachers, students, and community members;
	incorporate feedback and finalize: June-August
	*Research and data collection for additional layers, ie other immigrant
	communities: Sept-Dec
12/1/2026	Third Progress Report Due
	*Begin Development of multi-layered neighborhoods: Jan-Mar
4/1/2027	Fourth Progress Report Due
	*Complete multi-layered neighborhoods, integrating photographs, stories, and
	historical context: Mar-May
	*Final Testing and Public Rollout. Project launch on website and outreach: June-Jul
8/1/2027	Completion Date: Deadline to submit final project report, final product, and
0/00/0007	request reimbursement
9/30/2027	Deadline for SHPO to process payment requests and disburse grant
	funds

5. Who will participate in the project and what will they do? Relate the personnel listed in the budget (CLG staff and commissioners, consultants, volunteers) to their role in completing the project.

<u>Coberlin (Coby)</u> Brownell: Principal developer. Graphic artist responsible for the core of the project. Coby studied painting and sculpture at the University of Vermont and has taught at Champlain in the Graphic Design Program. He also served as Program Director for the Governor's Institutes of Vermont Information Technology

strand which works with Vermont high school students exploring aspects of web design. <u>Graduate and Undergraduate student(s)</u>: Research and development work. Lost Mural Project will recruit one or more college or university students, in Historic Preservation or other relevant fields, to assist with integration of the historical resources with mapping technology. Aaron Goldberg: President of Lost Mural Project. Oversight and public outroach

Aaron Goldberg: President of Lost Mural Project. Oversight and public outreach.

<u>Volunteers:</u> Members of local community to assist with research identifying past and current residents of Burlington's immigrant communities.

- 6. What are the dates of the local government's fiscal year? July to June
- If applicable, what are the dates of the designated third-party administrator's fiscal year? January to December or □ not applicable

Signatures: After completing the application, print it out and have each of the three signatories sign and date this page. Then scan the complete application as a PDF and email it as an attachment along with the other required application materials.

THIS APPLICATION IS NOT COMPLETE UNTIL ALL REQUIRED SIGNATURES ARE ENTERED BELOW:

<u>Adele Wolfson / Aaron Goldberg / Mary O'Neil</u> Name of person preparing this application	Student/Lost Shul Mural / City Title
See attached signature page	
Signature	Date

Name of CLG Commission Chair	Jay White, AIA.		
Jun Whit		12/12/24	
Signature /		Date	

MATOR EMMA MULVANEY - STANAL Name of Chief Elected Local Official (or Designee)	Title MAYOR
Signature X	(ス//ジ/2y Date

Signatures: After completing the application, print it out and have each of the three signatories sign and date this page. Then scan the complete application as a PDF and email it as an attachment along with the other required application materials.

THIS APPLICATION IS NOT COMPLETE UNTIL ALL REQUIRED SIGNATURES ARE ENTERED BELOW:

Aaron J. Garuberez Name of person preparing this application Title Besident Lost musel Preject Acerca J 60, Dere Signature

Name of CLG Commission Chair	
Signature	Date

Name of Chief Elected Local Official (or Designee)	Title
Signature	Date

U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

Edward Byrne Memorial Justice Assistance Grant Program FY 2024 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2024 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2024 JAG funding on behalf of the unit of local government.⁴

Signature of Chief Executive of the Applicant Unit of Local Government

EMMA MULVANEY - STANAL Printed Name of Chief Executive

BURLINGTON

Name of Applicant Unit of Local Government

12/16/2y Date of Certification

<u>MAYUR</u> Title of Chief Executive

2025 CLG GRANT APPLICATION BUDGET FORM Page 1 of 3

Name of CLG Community: City of Burlington Name of CLG Project: Intersections, sponsored by the Lost Mural Project

Federal Share: \$18,000 + Local Share: \$12,000 (cash & in-kind match) = Total Project Amount: \$30,000**Note**: the Federal Share cannot exceed 60% of the total project amount, and the Local Share must be at least 40% of the total project amount.

CASH EXPENDITURES 1 (expenses to be reimbursed by the grant)				
Salaried Employees	# Hours & Rate	Proposed	Actual	Variance
Coberlin Brownell	100 hours @50/hr	5,000		
Graduate and undergraduate students and community members	800 hours @25/hr	20,000		
		(
	Total Cash Expenditures for Salaried Employees	25,000		

CASH EXPENDITURES 2 (expenses to be reimbursed by the grant)				
Contracted Services	Description of Services	Proposed	Actual	Variance
Microsoft/Adobe	Software/Subscriptions	2000		
Meta	VR Headsets (4@\$400)	2000		
	Total Cash Expenditures for Contracted Services	4000		

CASH EXPENDITURES 3 (expenses to be reimbursed by the grant)				
Other Expenses Description of Costs Proposed Actual Va				
Printing	Stakeholder meeting samples w/QR to website	500		
Public presentations	Roll out with demos	500		

2025 CLG GRANT APPLICATION BUDGET FORM Page 2 of 3

	Total Cash Expenditures for Operating Services			
IN-KIND	EXPENDITURES 1 (services to serve as match for the	grant)		·
Donated Time	# Hours & Rate	Proposed	Actual	Variance
Aaron Goldberg, oversight and management	40 hours @\$50	2000		
	Total In-Kind Expenditures for Donated Time	2000		

IN-KIND EXPENDITURES 2 (services to serve as match for the grant)					
Donated Services	Description of Costs	Proposed	Actual	Variance	
Vendor					
	Total Cash Expenditures for Donated Services				

LOCAL CASH MATCH (cash to serve as match for the grant)				
Cash Match	Description of Match	Proposed	Actual	Variance
Lost Mural Project	Total budget expenditure	10,000		

	Proposed	Actual	Variance
Total of All Cash & In-Kind Expenditures	12000		

2025 CLG GRANT APPLICATION BUDGET FORM Page 3 of 3

Certification: I certify that the matching share proposed for this project does not include funding from other Federal sources, and that these funds are not being used as match against any other Federal grant application.

Chief Elected Local Official or Designee Lost Mural Project, Aaron J. Goldberg, President

12/11/2024

Date

Name of CLG Community: City of Burlington Name of CLG Project: Intersections, sponsored by the Lost Mural Project

INTERSECTIONS: CULTURAL MAPPING PROJECT



INTERSECTIONS IS SPONSORED BY THE LOST MURAL PROJECT





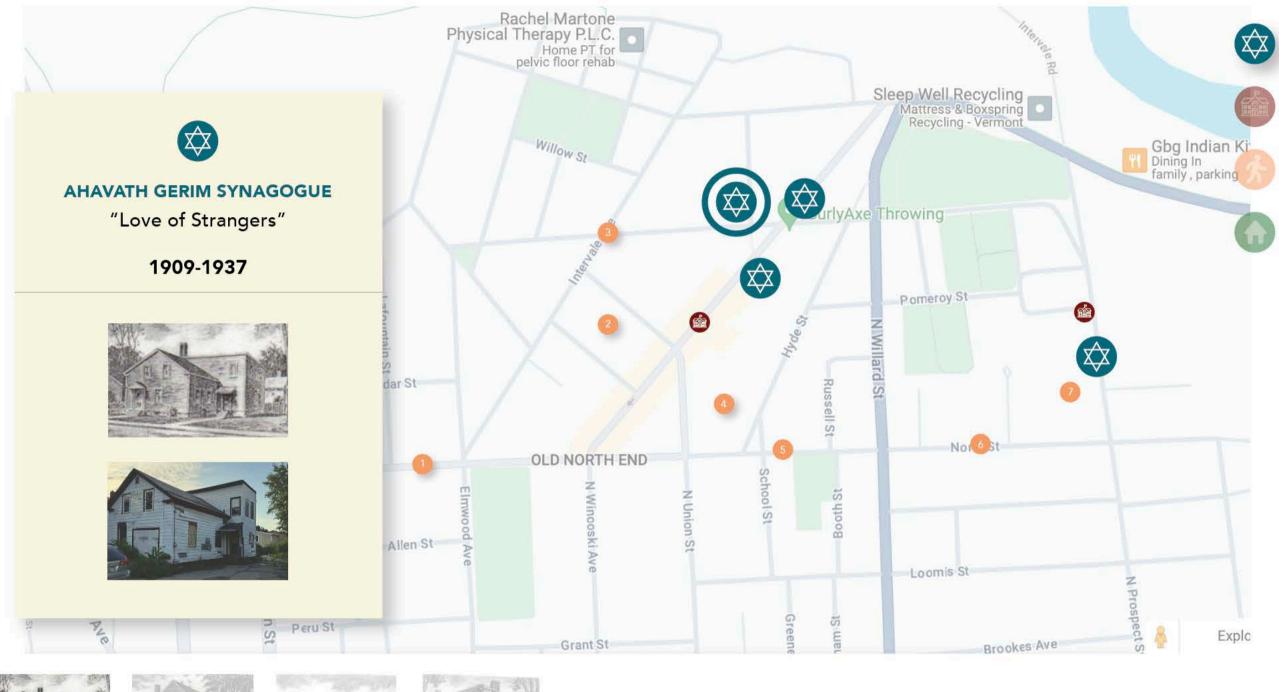








FUTURE PAST



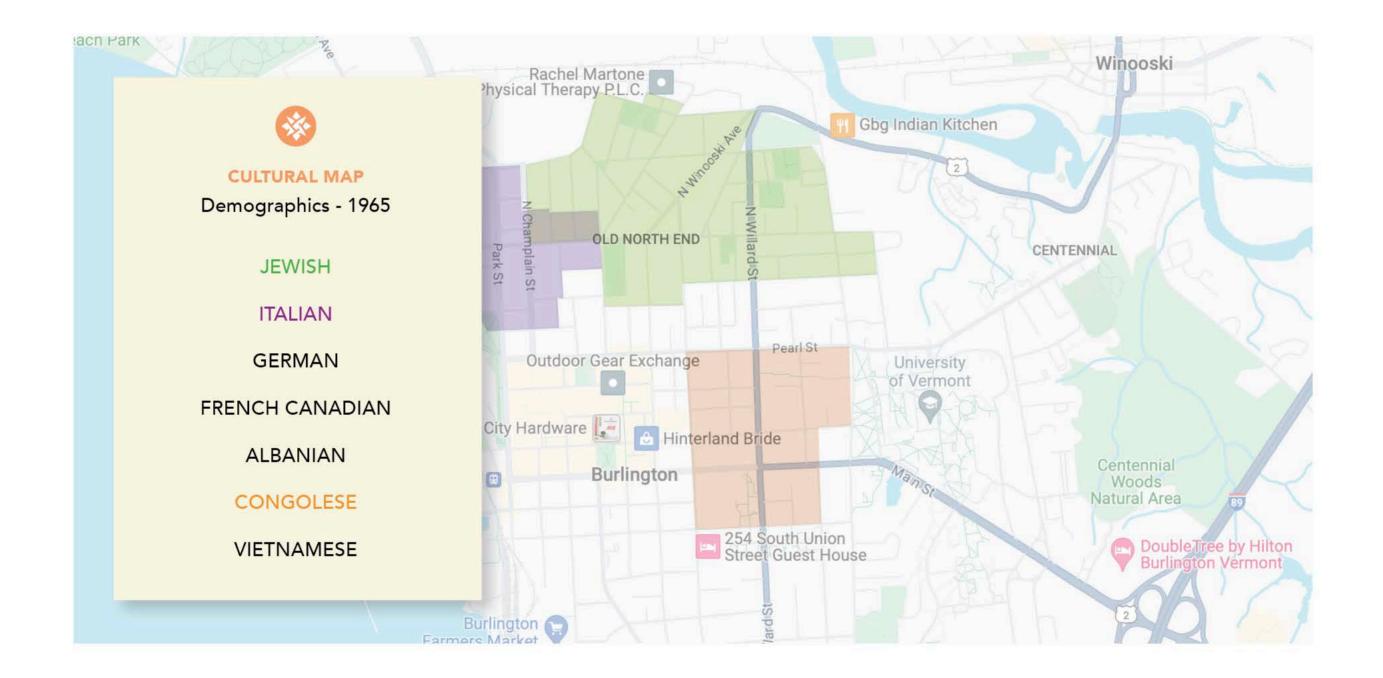


LITTLE JERUSALEM



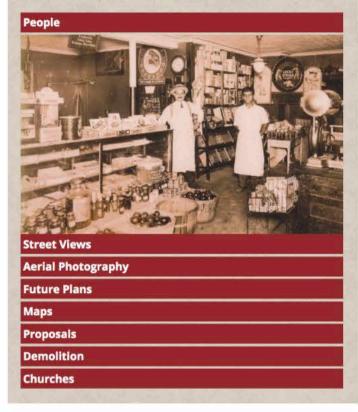


PEOPLE AND FAMILIES



CULTURE MAP

Exhibits | Collections





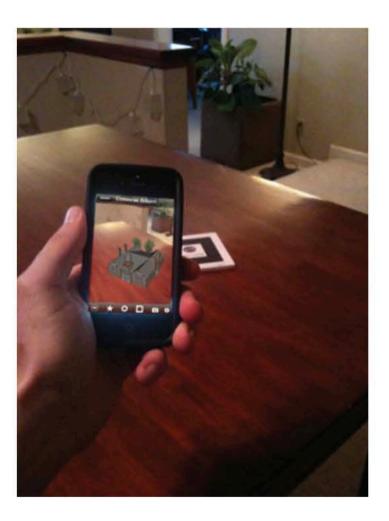
Storytelling

VICA is hosting a series of story telling events where members can tell their own stories and/or listen to others. We hope to share those stories here for you to enjoy.

Here are some wonderful prompts suggested by Kristin D'Agostino, The Vermont Folklife Center, NPR StoryCorps, and Middlebury Moth UP:

- 1. How did you become interested in Italy?
- Share a story about a memorable Italian family gathering: a holiday celebration, wedding, funeral, etc.
- 3. What was your most memorable travel experience in Italy?
- 4. What do you know about the place in Italy that your family is from? Tell a story set in this place, one that's been passed down about your relatives, or one that you experienced firsthand on a visit there.
- Tell a story about your relationship with the Italian language, recounting misunderstanding or culture clash that involves dialect or language
- Recall a favorite place you visited in Italy. Describe a favorite building, park, piazza
 or street and recount a story that took place there.

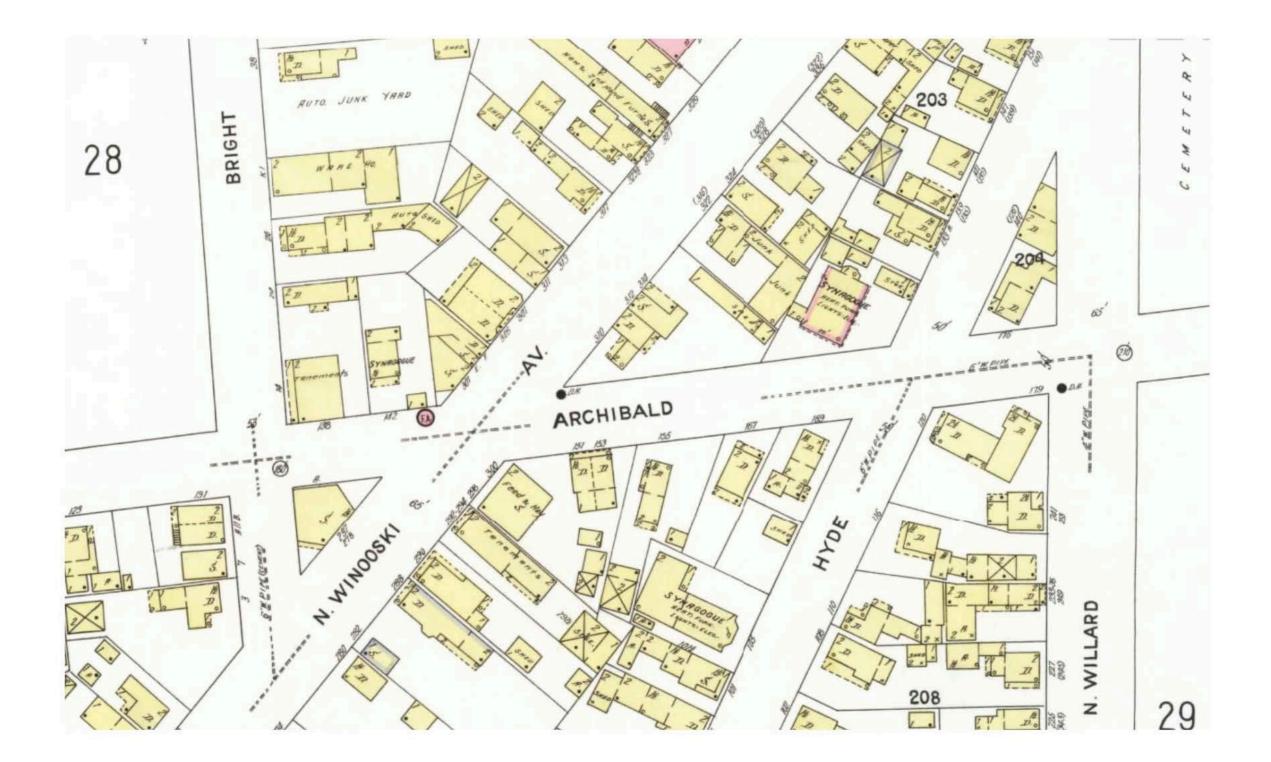






CULTURAL MAPPING PROJECT

TECHNOLOGY / OPPORTUNITIES



1926 SANDBORNE MAP

SUBRECIPIENT AGREEMENT Between Lost Shul Mural, Inc. d/b/a Lost Mural Project and the City of Burlington

THIS SUBRECIPIENT AGREEMENT ("<u>SRA</u>") is entered into as of December ____, 2024 (the "Effective Date") by and between the **City of Burlington**, a Vermont municipal corporation (the "<u>CITY</u>" or the "<u>CLG Community</u>"), and the **Lost Shul Mural**, **Inc. d/b/a Lost Mural Project** ("<u>LOST MURAL PROJECT</u>" or the "<u>DESIGNATED THIRD PARTY</u>") with its principal place of business in Burlington, Vermont.

RECITALS.

The parties enter into this SRA based on the following facts, understandings, and intentions:

- 1. The City of Burlington is a Certified Local Government ("CLG") Community; and
- 2. As a CLG Community, the City may apply for grants under the Vermont Certified Local Government Program; and
- 3. Lost Mural Project is a registered trade name of Lost Shul Mural., Inc., a Vermont based nonprofit. The nonprofit does its business under the name of the Lost Mural Project. The federal ID # for Lost Shul Mural, Inc. is 81-5118531; and
- 4. Designated Third Party certifies under penalty of perjury that it is not excluded or disqualified in accordance with 2 C.F.R. § 180.300.
- 5. The stated purpose of the Lost Shul Mural corporation is the restoration, preservation and interpretation of the Lost Shul Mural, also know as the Lost Mural Project (LMP); and
- 6. The Lost Mural Project began as an effort to rescue, restore, and preserve an extraordinary example of early 20th century Jewish art. With the support of historians, preservationists, donors, and the larger community, the Lost Mural was moved to its current home at Ohavi Zedek Synagogue on North Prospect Street in Burlington and restored to its original 1910 vibrancy. Now, the Lost Mural serves as an inspiration and focal point for education, outreach, and research about the immigrant experience in Vermont, and the lost genre of painted East European wooden synagogues. Through partnerships with local nonprofits, schools and universities, the Lost Mural constitutes a starting place for documentation, exploration, and celebration of the many immigrant communities that have passed through Burlington; and
- 7. The current Lost Mural Mapping Project, called "Intersections," aims to use technology to capture cultural history and further explore the dynamics of the immigrant groups who

formerly occupied Burlington's "Little Jerusalem" neighborhood. The area is defined by the following boundaries: North by Riverside Avenue, South by North Street for initial work, South by Pearl Street for expanded project, West by North Avenue, East by Willard Street, and Battery Street which will be included later. The time frame for research is 1850-1950 for the Jewish community, with an expectation that current immigrant communities' "footprints" will be established at the present and expanded backward in time, and illustrated using overlay maps; and

- 8. The Lost Mural Project has engaged a graphic artist, Coberlin Brownell, to expand on an earlier mapping project that created an interactive 3D platform for Burlington's Little Italy, allowing users to connect with stories and events from that area. The new project uses a wide range of historical documents - federal census data, Sanborne Insurance Maps, Burlington City Directories with street addresses of homes and businesses - along with the current technology of Google Maps to produce a spatial illustrated history of Burlington's Little Jerusalem through the decades. When complete, the product will be the Interections map itself, whose features will be easily navigable by anyone interested in exploring the history of Burlington, including teachers, students, researchers, and the general public. Each residential and business address in Burlington's Old North End will engage the user, indexed by decade with the name of occupants, businesses and religious institutions, fraternal and social organizations, and the immigrant occupants at each address through the decades, with each immigrant's name and country of origin. We envision that immigrant communities beyond the Jewish settlers of this particular area will be separately layered over by decade, which will provide a dynamic view of the changing face of Burlington. Further, photographs of immigrant families and photographs of former principal buildings will also accompany the Lost Mural Project "Intersections" Map. Efforts to engage the local community to assist with the collection of data are envisioned using Burlington civic organizations, fraternal organizations, religious organizations, historical societies, genealogical societies and immigrant community associations. Further, efforts will be made to gather information from community immigrant papers such as diaries, personal, commercial, institutional papers, articles, journals and periodicals and source them with reference to the Lost Mural Mapping Intersections residential and business addresses. Lost Mural Project has previously worked with some of these local communities and organizations to acquire exchange information; and
- 9. The initial content for the mapping project, including the base coding and the earliest Burlington City Directory data for the Jewish community has already been completed with private (LMP) funding. There is a static version of some maps. Links to many of the homes and businesses in Little Jerusalem in the decades from 1890 to 1910 are available, showing both maps and photographs of the area; and

- 10. In order to complete this work, more support is needed for both the Principal Developer (Mr. Brownell) and high school, university and college students working for the Lost Mural Project on data collection. LOST MURAL is requesting funding both to complete the mapping project for Little Jerusalem and additional funds to begin the expansion to other immigrant communities; and
- 11. This project will be carried out within the city of Burlington. Burlington itself has had extensive experience and success with preservation and historic planning over the past 50-plus years. Specific historic districts have been identified, and approximately half of the principal buildings in the city have been surveyed and/or identified as having particular significance. One district was listed on the National Register of Historic Places in 2017. The City continues to plan and fund efforts to preserve and protect historic resources and align preservation with other municipal goals; and
- 12. The Lost Mural Project shall have the right to exclusively determine what imagery and content is included on the Intersections Mapping Project as it is collected, and to make final determinations as to what information is shared via print or website media. The entity responsible for all aspects of the Lost Mural Project's Intersections Mapping grant project including the contracts, project oversight, finances, final reporting and publication will be the Lost Mural Project, acting as the Designated Third Party administrator. LOST MURAL PROJECT understands that as a condition of the grant, they must include in any shared or published material that the project was funded, in part, by the National Park Service. Further, LOST MURAL PROJECT agrees that the CITY may use the materials produced or obtained through the portion of this project, the Intersections Mapping Project, funded by the CLG grant just as the Federal Government could pursuant to 2 C.F.R. §200.315.
- 13. One of the primary missions of the Lost Mural Project is "to plan for and aid in the restoration, preservation and interpretation of the Lost Mural, located at 188 North Prospect St., Burlington, VT," for which conservation and preservation are central aspects. Now that the Lost Mural itself has been rescued, relocated and fully restored, the Lost Mural Project board has determined that this Intersections Mapping Project is essential to meet some of its other articulated goals, including the following: "To illustrate the history as a powerful reminder of Burlington, Vermont's "Little Jerusalem"; and, "To develop materials about the larger contributions of immigrant groups in the late 19th and 20th century development of Burlington."; and
- 14. The intent of this SRA is to establish the roles and responsibilities of the CITY as APPLICANT, and LOST MURAL PROJECT as Designated Third Party in undertaking

the Lost Mural Project if the Vermont Certified local Government Program awards a CLG Grant for the project; and

15. The 2025 CLG Grant is funded by the National Park Service/Historic Preservation Fund and issued through the Vermont Division for Historic Preservation. The CITY and LOST MURAL PROJECT agree that continuation of this agreement is contingent upon receipt of the 2025 CLG Grant.

NOW, THEREFORE the PARTIES agree as follows:

- 1. <u>RECITALS</u>. The foregoing recitals are true and correct and are incorporated herein by this reference.
- 2. <u>TERM</u>. Receipt and acceptance by the City of a 2025 CLG Grant is a condition precedent to the PARTIES' obligations hereunder, unless otherwise specified. This SRA shall begin on the date the PARTIES receive a favorable Grant Award Notification (GAN) from the State. It shall expire upon completion of the Grant unless sooner terminated according to the provisions hereof.
- <u>ROLES APPLICANT AND DESIGNATED THIRD PARTY</u>. The CITY (APPLICANT) shall act as the Applicant under the grant application. LOST MURAL PROJECT (DESIGNATED THIRD PARTY) shall perform the duties of DESIGNATED THIRD PARTY as set forth herein.
- 4. <u>ROLES AND RESPONSIBILITIES OF THE APPLICANT</u>. The CITY (APPLICANT) will apply for the grant. The CITY will have no further obligation under the grant or this SRA, but the City shall be entitled to monitor Designated Third Party's compliance pursuant to 2 C.F.R. § 200.332.
- <u>ROLES AND RESPONSIBILITIES OF THE DESIGNATED THIRD PARTY.</u> LOST MURAL PROJECT will operate as the project manager, overseeing the project, programs, and activities related to this grant and LOST MURAL PROJECT (DESIGNATED THIRD PARTY) will be responsible for:
 - a. Writing the grant application; and
 - b. Overall management, performance, oversight, and reporting responsibilities under the grant; and
 - c. For implementation of the Lost Mural Project, making sub-awards in compliance with 2 CFR 200.331 and related guidance, terms, and conditions; and

- d. Taking receipt of federal funds, managing those funds, properly expending those funds, and accepting liability for unallowable costs; and
- e. Accepting responsibility for compliance and legal issues and managing risks associated with the project; and
- f. Adhering to the procurement and purchasing policies of the CITY (APPLICANT) and the State and Federal Governments; and
- g. Adhering to the management, performance, and reporting requirements required under the grant; and
- h. Properly expending federal funds according to the requirements of the grant; and
- i. Accepting responsibility and resolving issues related to compliance; and
- j. Complying with applicable laws, including applicable provisions of the CITY (APPLICANT)'s standard conditions for federal contracts attached hereto as Attachment 1, as well as any other grant conditions that may be required for enforcement; and
- k. Soliciting and collecting all private donations necessary to support the successful completion of the Lost Mural Project as well as any additional donations outside the scope of the CLG Grant but which furthers the goals of the Project.
- 6. <u>SUBAWARD REQUIREMENTS</u>. Both PARTIES agree that subawards shall comply with the subaward requirements in the grant regulations at 2 CFR 200.331 and other Federal Subaward Policies and related guidance.
- 7. <u>COMMUNICATION</u>. Both PARTIES agree to cooperate and communicate openly, meet regularly with appropriate personnel present, and discuss issues to identify solutions for orderly and efficient Project delivery. At the outset of any grant performance, the parties shall each designate an authorized representative to act as its primary point of contact for purposes of this SRA, and the authorized representatives shall mutually agree upon an initial regular meeting schedule for checking in regarding grant performance. This schedule shall be flexible and may be changed by mutual oral or written agreement at any time.
- 8. <u>AMENDMENT</u>. It is agreed and understood that if a grant is made by the Vermont Department of Historic Preservation (VDHP), the parties may need to amend this SRA or further elaborate on their respective duties hereunder and shall meet and confer in good faith to negotiate such further understandings as may be necessary to comply with grant conditions and further the success of the project.

- 9. <u>REPLACING THE DESIGNATED THIRD PARTY</u>. It is agreed and understood that if LOST MURAL PROJECT (DESIGNATED THIRD PARTY) fails to comply with its obligation as a DESIGNATED THIRD PARTY, and fails to cure such noncompliance after notice and reasonable opportunity to cure of not less than thirty (30) days unless any grant condition requires a prompter response, then the CITY (APPLICANT) may replace LOST MURAL PROJECT (DESIGNATED THIRD PARTY) as a DESIGNATED THIRD PARTY, subject to approval from the VDHP as required by 2 CFR 200.308(c)(6). The APPLICANT shall ensure that any replacement DESIGNATED THIRD PARTY has comparable expertise, experience, knowledge, and qualifications to ensure successful grant completion within three (3) years.
- 10. DISPUTE RESOLUTION. Neither PARTY shall file any litigation arising from this SRA without first attempting in good faith to resolve the PARTIES' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the PARTIES are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either PARTY from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction. Subject to the foregoing, if the PARTIES are not able to resolve their dispute through negotiated settlement, they shall engage in good faith in mediation for a minimum of four (4) hours. The services of the Burlington Community Justice Center may be used for this purpose unless the PARTIES mutually agree to use the services of a particular mediator not associated with the Community Justice Center. If the parties do not reach agreement through mediation, they will meet and confer in good faith to discuss other processes for alternative dispute resolution, including, without limitation, binding or nonbinding arbitration, a settlement conference with a judicial officer if formal litigation has been filed, and early neutral evaluation. In case of any litigation arising from this SRA, the prevailing party shall be entitled to reasonable attorneys' fees and costs. The cost of dispute resolution shall be apportioned equally between the PARTIES.
- 11. <u>COSTS AND REIMBURSEMENTS.</u> LOST MURAL PROJECT (DESIGNATED THIRD PARTY) is responsible for managing all monetary aspects of the grant.
- 12. <u>INVOICES.</u> LOST MURAL PROJECT as the DESIGNATED THIRD PARTY is responsible for managing all monetary aspects of the grant.
- 13. <u>BOOKS AND RECORDS</u>. LOST MURAL PROJECT as the DESIGNATED THIRD PARTY shall maintain accurate books of accounts and records relating to services used by the CLG grant. The minimum records retention period shall be the longer of: (i) six (6) years; (ii) until any litigation or audit relating to the records is completed, if either is initiated prior to disposition of such records; or (iii) any retention period required under

the grant or otherwise pursuant to applicable law. Each PARTY agrees upon a reasonable request of the other PARTY to respond promptly to requests for information or documentation relevant to obligations assumed under this SRA, and all such records shall be made available for copying, inspection, or audit by the VDHP. LOST MURAL PROJECT (DESIGNATED THIRD PARTY) understands that any and all records related to and acquired by the CITY (APPLICANT) are subject to the Vermont Public Records Act, and that the determination of how those records must be handled is solely within the purview of the CITY (APPLICANT).

- 14. <u>INSURANCE</u>. If the CLG grant is awarded, LOST MURAL PROJECT (DESIGNATED THIRD PARTY) will maintain any additional insurance policies necessary to meet the minimum levels set forth in **Attachment 2**, to cover operations under this SRA and the CLG grant.
- 15. <u>INDEMNIFICATION & LIABILITIES</u> To the fullest extent permitted by law, LOST MURAL PROJECT shall indemnify, defend, and hold harmless the CITY and its officers, employees, and agents from and against all claims, suits, expenses (including attorneys' fees and costs), losses, damages, judgments, liens, fines, and penalties, and from any obligation to return grant funds if so directed by the federal or state government (collectively, "Claims") arising from or relating to LOST MURAL PROJECT's operations under this SRA or from LOST MURAL PROJECT's failure to perform any of its duties hereunder, excepting any Claims arising from the City's own gross negligence or willful misconduct.
- 16. <u>USE OF WORK</u>. LOST MURAL PROJECT agrees that the CITY may use the materials produced or obtained through the portion of this project, the Intersections Mapping Project, funded by the CLG grant just as the Federal Government could pursuant to 2 C.F.R. §200.315.
- 17. <u>ENTIRE AGREEMENT</u>. This SRA contains the entire understanding of the PARTIES with respect to the subject matter of this memorandum and supersedes all prior agreements and understandings, whether written, oral, or implied.
- 18. <u>INTERPRETATION</u>. The parties are independent contractors, and neither is the agent or principal of the other. There are no third-party intended beneficiaries of this SRA. This SRA shall not be construed against either party but instead in case of any ambiguity shall be construed in such manner as best effectuates its objects and purposes. If this SRA is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the SRA shall remain in force and effect to the extent necessary to effectuate the original intent of the parties as closely as possible. It is agreed and understood that the CITY

would not have entered this SRA without LOST MURAL PROJECT's indemnification obligations as set forth herein.

- 19. <u>WAIVER, ASSIGNMENT, AMENDMENT</u>. No waiver, assignment, or amendment to this SRA shall be valid unless in a writing executed by both parties, notwithstanding the passage of time, and no waiver shall be deemed a continuing waiver of the same or any other provision hereof.
- 20. <u>NOTICE</u>. Any notice required under this SRA shall be delivered to the CITY (APPLICANT) at City Hall and to LOST MURAL PROJECT (DESIGNATED THIRD PARTY) at its principal place of business as set forth in its registration with the Vermont Secretary of State, unless another address for notice is given by notice.
- 21. <u>CHOICE OF LAW, VENUE</u>. This SRA shall be construed according to Vermont law, notwithstanding conflicts of law principles. Venue for this SRA shall be proper in Chittenden County, Vermont, notwithstanding any law to the contrary.
- 22. <u>SIGNATURE</u>. Persons signing for the PARTIES hereby swear and affirm that they are authorized to act on behalf of their respective PARTY. This SRA may be executed in counterparts, each of which shall be deemed an original, and it may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF BURLINGTON

LOST SHUL MURAL, INC. D/B/A LOST MURAL PROJECT

By:	 	 	
Name:	 	 	
Its:			

By: _____

Name: Aaron Goldberg Its: Co-Founder & President would not have entered this SRA without LOST MURAL PROJECT's indemnification obligations as set forth herein.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF BURLINGTON

LOST SHUL MURAL, INC. **D/B/A LOST MURAL PROJECT**

By: Auron Goldberg

Name: Aaron Goldberg Its: Co-Founder & President

By:	
Name:	
Its:	

Attachment 1

Federal Aid Contract Requirements

This is a federal aid contract. The request for Proposals, Notice to Bidders, or other solicitation for this Contract may contain or incorporate by reference certain federal requirements, which are hereby incorporated by this reference as though fully set forth.

If this is a state-aid construction contract, unless otherwise indicated in, or modified by, any Contract Document, the 2024 VTrans Standard Specifications for Construction Contracts (or more current version) are incorporated herein by this reference as though fully set forth. In case of any conflict between the provisions thereof and the provisions of Attachment C-1 of this Contract regarding indemnification and defense, the more stringent requirements shall apply. The 2024 Standard Specifications are available here for reference purposes: https://vtrans.vermont.gov/highway/construct-material/construct-services/pre-contractspecifications/vermont/2024.

If this is a federal-aid construction contract, applicable provisions of form FHWA-1273 are incorporated herein by this reference as though fully set forth. The current version of this form is available here for reference purposes: https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf.

If this is a federal-aid construction contract, it shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58.

If this agreement is for professional services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58: While professional services are not subject to BABAA, the Consultant understands that they are responsible for ensuring that, absent a waiver by the appropriate federal agency, the City shall not approve for use in this project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. The Consultant shall obtain all necessary compliance certificates for work that is within the Consultant's scope of work. Failure to do so shall be a default under this agreement.

Guidance on complying with BABAA is outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18,2022.

The Contractor or Consultant shall comply with all applicable federal, state, and local laws, including applicable provisions of 2 C.F.R. Part 200, and in particular applicable provisions of Appendix II to Part 200, available here for reference: <u>https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200</u>.

The Contractor or Consultant shall not discriminate against any person in its use of the Grant based upon race, color, sex, gender (including pregnancy, general identity, or gender expression), sexual

orientation, religion, national origin, ancestry or place of birth, mental or physical disability, age, or family status.

The Contractor or Consultant shall comply with the Equal Opportunity Clause set forth in 41 C.F.R. 60-1.4(b), available here for reference: <u>https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4(b)</u>.

Any requirement of any of the Contract Documents allowing City inspection or audit of any kind or nature relating to the Contract shall extend to any state or federal agency.

If this contract involves the procurement of telecommunications equipment or services, then the contract provisions referenced in Federal Acquisition Regulation 4.2105 are hereby incorporated into this Contract by reference as though fully set forth, and are available here for reference: <u>https://www.acquisition.gov/far/4.2105#FAR_4_2105</u>.

Attachment 2

Minimum Insurance Requirements in Connection with Performance under SRA

- A. <u>Commercial General Liability:</u> Covering bodily injury and property damage, on an occurrence form, providing all major divisions of coverage including, but not limited to:
 - 1. Premises Operations
 - 2. Independent Contractors' Protective
 - 3. Products and Completed Operations
 - 4. Personal Injury Liability
 - 5. Medical Expenses

Coverage limits shall not be less than:

1.	General Aggregate	\$2,000,000
2.	Products-Completed/Operations	\$2,000,000
3.	Personal & Advertising Injury	\$1,000,000
4.	Each Occurrence	\$1,000,000
5.	Damage to Rented Premises	\$ 250,000
6.	Med. Expense (Any one person)	\$ 5,000

B. <u>Workers' Compensation/Employer Liability:</u> Minimum limits for Employer's Liability for each party and any subcontractor of that party:

1.	Bodily Injury by Accident:	\$500,000 each accident
2.	Bodily Injury by Disease:	\$500,000 policy limit, \$500,000 each employee

C. <u>Automobile Liability:</u> Commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the SRA. Each policy shall provide coverage with a limit not less than: \$1,000,000 - Combined Single Limit for each occurrence.