STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
STATE COUNCIL on the ARTS

172 Pembroke Road CONCORD, NEW HAMPSHIRE 03301
Phone: 271-2789 Fax: 271-3584

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November 20, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Natural and Cultural Resources, Division of the Arts, to **Retroactively** host a conference on Friday, October 27, 2023 and Saturday, October 28, 2023 at Sanborn Mills Farm, Loudon, NH entitled: *"Woven: Gathering at the Intersections "* for a total not to exceed $29,000, effective upon Governor and Council approval. 100% Federal Funds.

2. Contingent upon approval of Requested Action #1, authorize the Department of Natural and Cultural Resources, Division of the Arts, to award a **Retroactive** Partnership Grant to Arts Alive! Inc. (VC# 268783) Keene, NH in the amount of $29,000 to be the fiscal agent for the FY2024 Arts Partnership Conference at Sanborn Mills Farm, Loudon, effective upon Governor and Council approval retroactive to July 10, 2023 through June 30, 2024. 100% Federal Funds.

Funds are available in account, Federal Arts Partnership Grant, as follows:

	FY 2024
03-035-035-353510-41110000-072-500575 - Grants Federal	$29,000

EXPLANATION

Requested Action #1 is **retroactive** because it was brought to our attention during internal review of the grant that per DAS MOP 150, Governor and Council approval to host the event is required. This conference is a biennial event and moving forward we now understand the proper process. Requested Action #2 to enter into an agreement with Arts Alive! is **retroactive** because not all required documentation was received from the vendor timely, and it was necessary to begin work prior to the conference.

At their regular meeting on July 10, 2023, the NH State Arts Councilors unanimously voted to accept the recommendations for the Partnership Initiative of Arts Alive! with the NH State Council on the Arts to support the 26th Arts Partnership Conference, *Woven: Gathering at the Intersections* to be held at Sanborn Mills Farm, Loudon, NH. The conference is devoted to the continuing professional development of educators and artists. This year, workshops will highlight New Hampshire artists and projects happening in communities across the state and will engage a cross sector audience that reflects all of our program areas - individual artists, Arts in Health, Traditional and Heritage Arts, Creative Communities, and Arts Education.

Pursuant to State of New Hampshire requirements, a Request for Proposal for a fiscal agent was posted on the NH State Council on the Arts website and issued to non-profit arts organizations on June 1, 2023 with a deadline for submission on Friday, June 30, 2023. Arts Alive! was the only proposal received.

The Attorney General's Office has reviewed and approved the grant agreement as to form, substance, and execution.

Respectfully submitted,

Sarah Stewart

Sarah L. Stewart
Commissioner

Arts Partnership Conference Budget FY2024

Income	
Partnership grant federal funds	$ 29,000.00
Registration fees (anticipated)	$ 5,000.00
	$ 34,000.00
Expenses	
Fiscal Agent	$ 2,900.00
Sanborn Mills Space	$ 1,200.00
Sanborn Mills Food	$ 3,250.00
Presenter Stipends	$ 10,000.00
Plenary Stipends	$ 10,000.00
ADA accessibility costs (ramps, CART - ASL Interpretors and CC)	$ 5,000.00
Taylor Rental equipment rental	$ 800.00
	$ 33,150.00

WOVEN Gathering at the intersections.

NHSCA Arts Partnership Conference, Fall 2023

Sanborn Mills Farm - Friday, 27 October

8:15-9AM **Registration/Light Breakfast** (Dining Hall)
Fraglets community art making activity led by Kathy Parsonnet (Dining Hall) *(throughout the day)*

9:00AM **Welcome** - Indigenous Land Acknowledgment, NHSCA Welcome, Opening Poem (Rodger Martin), Introduction to Sanborn Mills Farm (Colin Cabot), Jules Good of Neighborhood Access

9:45AM **Keynote: Vanessa Ford, Trust Transfer Project** (Fifield Hall)

10:30-10:45AM **Break**

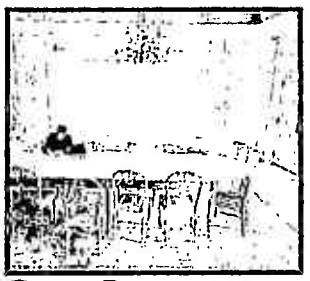
10:45-11:45AM **Workshops**

1. **New Cultural Collaborations Weaving Beautiful Outcomes** (Sherry Gould & Heather Mitchell) (Fifield Hall) - This session will discuss how the Abenaki Trails Project has brought together diverse community groups who had yet to collaborate. As boundaries dissolved, many threads emerged, creating a multiplicity of projects.
2. **Art Journal as Portal for Justice Conversations** (Alana Garrigues) (Woodworking Studio) - Workshop participants will be invited to consider using an art journal to connect and engage in Equity and Human Rights, through facilitated conversation and hands-on art journaling experience. A mixed media approach will be used, inviting participants to draw, color, collage, and paste their way into social justice conversations in a meaningful way.
3. **Slow Looking: There is No Wrong Answer** (Corie Lyford, Suzanne Canali, and Lucille Amaro Chmura) (Great Room) - The Currier Museum of Art has provided wellness programs to a wide variety of audiences over the years and continues to develop programming in response to community needs. The arts are intrinsically connected to wellbeing. Attendees learn what distinguishes a class or workshop as Wellness, the structure of programming critical to successful outcomes, and participate in a visual interpretation exercise called Slow Looking to experience a taste of Wellness programming themselves.
4. **One Book One School: Interdisciplinary Arts Integration Through Literacy** (Emma Dassori, Kimberly Massaro, and Kaitie Hart, Sandwich Central School) (Fiber Studio) - Specials teachers from Sandwich Central School were tasked with developing a whole-school literacy initiative for the month of March, in celebration of Read Across America. Working together, the Specials teachers developed a series of common experiences centered on the theme of communication. Workshop participants will look at the ways in which the Specials teachers adapted the one book one school model for their students and school, and for each of their disciplines. Time will be given for a guided lesson in adaptation, in which participants will have the opportunity to create together.

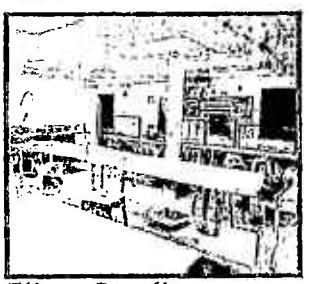
11:45AM-12:45PM **Lunch** (Dining Hall, *additional seating in the gardens surrounding the Hall, and Fifield Hall*) **Fraglets** led by Kathy Parsonnet (Dining Hall)

Fifield Hall

Woodworking Studio *(formerly the Horse Barn)*



Great Room, Main House



Fiber Studio, Basement of Grange

WOVEN Gathering at the intersections.

NHSCA Arts Partnership Conference, Fall 2023

Sanborn Mills Farm - Friday, 27 October

12:45-1:45PM **Artist Led Experience/Individual Time**

1. **Community Social Dance** led by Jacqueline Laufman (Sanborn Barn)
2. **Sanborn Mills Farm Tour**

1:45-2PM **Break**

2-3PM **Creative Guts Podcast** with Yasamin Safarzadeh and Sarah Jones of the Waypoint Mural Project (Fifield Hall)

3-3:15PM **Break**

3:15-4:15PM **Workshops**

1. **Wisdom in Our Community** (Susan Rosano) (Fiber Studio) - Research has demonstrated that in older adults, life review can enhance general well-being and bring forth the wisdom of our elders. This workshop will give participants ideas on how to conduct life review through the arts and make the wisdom of the elders in our community visible to the public. Positive effects of life review range from increasing self-esteem, life satisfaction, support self-confidence and reduce loneliness and depression. Participants will create a "Family Story Poem" to have the experience of documenting a short story from their own personal history, which will be turned into a short, narrative poem.
2. **Zine-making: Sharing our Stories** (Julia Butterfield and Pamela Sullivan, Women's Rural Entrepreneurial Network (WREN)) (Dining Hall) - WREN's zine workshop was the pilot workshop for their Wings 2.0 program, with the mission to amplify marginalized voices and reinforce to local adolescents their inherent value to their community and the world. In this workshop, Julia of WREN will share a brief history of zines and why we make them, and then participants will have the opportunity to make their own zines.
3. **The Art of Community Gathering: Growing Food, Health & Cross Cultural Community** (Kaylin Lustig, Sibongile Ndlovu, and Avery Vaillancourt of Sycamore Garden) (Great Room) - This workshop will be a reflection piece on how gardening together allows us to gather and grow in community. The team from Sycamore Garden will present their new Shared Learning Garden, designed to support pollinator species, culturally significant crops, and medicinal plants valued by their gardeners, and their accompanying hands-on workshops that celebrate and empower their gardeners by offering them a chance to share their knowledge and techniques in agrarian folklife traditions.
4. **From Community to Classroom: The Transformative Power of Arts in Action** (Racial Unity Team: - Ken Mendis, Sylvia Foster, Kristina Peterson and Dr. Dennis Magliozzi) (Fifield Hall) - Arts in Action is a community-to-school initiative developed between NH's Racial Unity Team and NH educators. The goal of Arts in Action is to partner with schools and teachers who are passionate about integrating diverse perspectives into their educational landscape and fostering connections between students and the wider social landscapes. These community-to-school partnerships bridge the gaps between classrooms and their communities and allow students to hear directly from individuals who share how they use their art to make an impact on the world, igniting passion for artistic expression and demonstrating the power of art.

4:30-5:30PM **Dreaming Again** (NH Theatre Project) (Fifield Hall)
Closing Remarks

5:30-6:30PM **Gathering & Refreshments** (Fifield Hall/Dining Hall) *(Optional)*

WOVEN Gathering at the intersections.

NHSCA Arts Partnership Conference, Fall 2023

Sanborn Mills Farm - Saturday, 28 October

8:15-9AM **Registration/Light Breakfast** (Dining Hall)
Community Weaving led by Sarah Haskell (Dining Hall)
(throughout the day)

9:00AM **Welcome** - Indigenous Land Acknowledgment, NHSCA Welcome, Opening Poem (Jessica Purdy), Introduction to Sanborn Mills Farm (Colin Cabot), Jules Good of Neighborhood Access

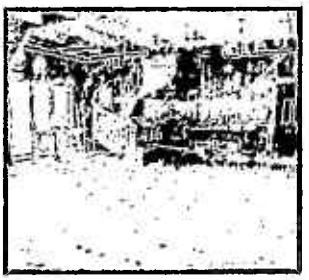
9:45AM **Keynote: Heather Ikemire, Lifetime Arts** (Fifield Hall)

10:30-10:45AM **Break**

10:45-11:45AM **Workshops**

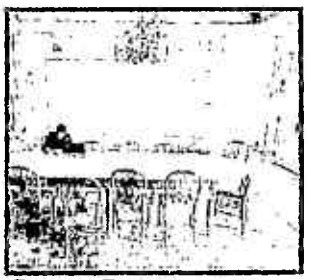
1. **How to pick: making impacts AND satisfying your creative needs** (Jessica Gelter, Arts Alive) (Woodworking Studio) - If you're germinating a dozen ideas, how do you pick which one to put in the garden to give your full attention? This workshop will be led by Jessica Gelter, an experienced artist coach who has coached over 200 creatives and helped a dozen nonprofit art organizations launch in her role as executive director of Arts Alive.
2. **Photography as a Tool for Social Change** (Becky Field) (Fifield Hall) - This session will share an overview of the role of photographic art to effect social change, followed by a focus on Becky's 12-year photography work illustrating New Hampshire's cultural, ethnic, and religious diversity and it's impact on public awareness and the immigrants themselves. Her colorful images, two books, public talks and photo exhibits have challenged prevailing sentiments about diversity in this state, honored and celebrated our multicultural neighbors, and stimulated public discussions about the values and strengths of cultural diversity.
3. **Alnobak: Wearing Our Heritage** (Vera Longtoe Sheehan) (Great Room) - Wearing Our Heritage brings forth clothing, accessories, and regalia as expressions of personal and community Native identity in New England. This presentation will encourage engagement and understanding of some of the issues associated with Native identity, recognition, and evolving creative expression by members of traditional culture.
4. **Collaborate and Listen: Creating a Collaborative Community Art Piece** (Jason DeYoung, Queerlective) (Fiber Studio) - Workshop participants will discuss the impact collaborative art pieces can have on building community. Participants will work together to create their own collaborative art piece and will discuss what was learned and how this can be implemented in their own individual communities. Jason will share about Queerlective's work, examples of their own collaborative art projects, and discuss how this is fostering relationships, building a sense of identity, and creating a shared space for creativity.

11:45AM-12:45PM **Lunch** (Dining Hall) **Community Weaving** (Sarah Haskell)

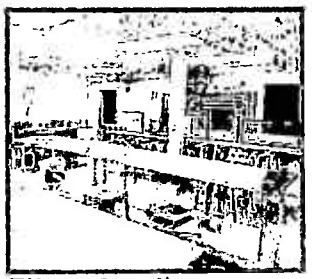


Fifield Hall

Woodworking Studio *(formerly the Horse Barn)*



Great Room, Main House



Fiber Studio, Basement of Grange

WOVEN Gathering at the intersections.

NHSCA Arts Partnership Conference, Fall 2023

Sanborn Mills Farm - Saturday, 28 October

12:45-1:45PM **Artist Led Experience/Individual Time**

1. **The Expressive Movement Dance Company** (Fifield Hall)
2. **Sanborn Mills Farm Tour**

1:45-2PM **Break**

2-3PM **Facilitated Panel: A Different Kind of Conference – Weaving Arts + Conversation** (Beth Tener, Najee Brown, Jeff Jean-Philippe, Jennice Chewlin, and Duaa Zahra of SeaCHANGE Conference) (Fifield Hall)

3-3:15PM **Break**

3:15-4:15PM **Workshops**

1. **Changing Brains through Arts and Adventure** (Cara Cabral and Jennifer Minicucci, Arts in Reach) (Dining Hall) - The mental health crisis among adolescents is at an all-time high. This workshop addresses the question: How can artistic youth programming broaden critical support for this population and their unique challenges? This workshop will provide opportunities for teaching artists, in-school and out-of-school educators, and program staff to explore an evidence-based framework for creating effective art-based experiences that support stress reduction, well-being, social skills, and resiliency.
2. **The Creative Economy – Hidden in Plain Sight** (Dee Schneidman and Natalya Tausanovitch, NEFA) (Fifield Hall) - Let's talk about who is in the creative ecosystem, how to find each other within it, and how to stay connected - to each other and also to those outside the creative sector who are invested in healthy communities. NEFA staff will share trends from our work helping to define the creative sector for 45+ years; analyzing where creative people work and with whom, gathering examples of their cross-sector partnerships, and inviting everyone in the sector to share what they do and their relationships online on CreativeGround.org so that this diverse and interdependent sector can be celebrated and better known and connected.
3. **A Park for the Arts** (Newton Rose and Vera Longtoe Sheehan, Saint-Gaudens National Historical Park) (Great Room) - Saint-Gaudens NHP is one of the few national parks centered on the arts. This workshop explores how the park strives to be a continued site of creativity and community. Park staff and partners will highlight three recent initiatives of using the arts to address contemporary issues and build community.
4. **Death Wings Workshop: Hands-on art making to transform the cultural conversation about death and end-of-life.** (Laura Cleminson and Bess Welden, Death Wings) (Fiber Studio) - As a society we are woefully out of practice in talking about death, dying and loss. This workshop is for you if: 1) you are in search of a way to honor someone who has died; 2) you are looking for ways to communicate the impact someone that is currently dying has had on you; or 3) you are a professional who works with people experiencing loss and are looking for creative pathways to connect with your clients.

4:15-4:30PM **Break**

4:30-5:30PM **Performance by Swathi Jaisankar** (Fifield Hall)

Closing Remarks

5:30-6:30PM **Gathering & Refreshments** (Fifield Hall/Dining Hall) *(Optional)*

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
NH State Council on the Arts

RFP Scoring Summary

Name of Company	State	Scoring Criteria and Maximum Points				Total Score	Total Cost
		Administration of funds (40 Pts Max)	Mission alignment/Qualifications 40 Pts Max)	Ability to Complete Obligations (20 Pts Max)			
Arts Alive!	**NH**	**40**	**40**	**20**		**100**	**$29,000**

EVALUATION COMMITTEE MEMBERS		
Name	**Title**	**Relevant Experience**
Allison Hawkins	Arts in Education Coordinator	NHSCA Staff
Lisa Burk-McCoy	Arts in Communities Coordinator	NHSCA Staff
Kayla Schweitzer	Heritage and Traditional Arts Coordinator	NHSCA Staff

FORM NUMBER G-1 (version 11/2021)

GRANT AGREEMENT
#11094 Arts Partnership Conference
The State of New Hampshire and the Grantee hereby mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire State Council on the Arts		**1.2. State Agency Address** 19 Pillsbury St., Concord, NH 03301	
1.3. Grantee Name Arts Alive Inc. Vendor Code: 268783 UEI: XHCXMNAH6UF4		**1.4. Grantee Address** 15 Eagle Court Keene, NH 03431	
1.5 Grantee Phone # 603.283.0944	**1.6. Account Number** 4110000-072-500575	**1.7. Completion Date** 6/30/2024	**1.8. Grant Limitation** $29,000.00
1.9. Grant Officer for State Agency Cassandra Mason, NHSCA Chief Grants Officer		**1.10. State Agency Telephone Number** (603) 271-2789	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** Jessica Gelte Executive Director	
Grantee Signature 2		**Name & Title of Grantee Signor 2** **n/a**	
Grantee Signature 3		**Name & Title of Grantee Signor 3** **n/a**	
1.13 State Agency Signature(s) AB Sarah Stewart 12/01/2023		**1.14. Name & Title of State Agency Signor(s)** Sarah L. Stewart, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) Shari Phillips **By: Assistant Attorney General, On:** 11/17/2023 and 12/1/2023			
1.16. Approval by Governor and Council (if applicable) **By: On:** / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership

8. with, the entity identified as the Grantee in block 1.3 of these provisions

8.1. PERSONNEL.

The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized

8.2. to perform such Project under all applicable laws.

The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with

8.3. the State, or who is a State officer or employee, elected or appointed.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant

9. Officer, and his/her decision on any dispute, shall be final.

9.1. DATA; RETENTION OF DATA; ACCESS.

As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 and 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials _____

Date 9/5/23

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14 GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees

15 ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State This covenant shall survive the termination of this agreement

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17 1 1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17 1 2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17 2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

18. WAIVER OF BREACH No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20 AMENDMENT This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency

21. CONSTRUCTION OF AGREEMENT AND TERMS This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. THIRD PARTIES The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit

23. ENTIRE AGREEMENT This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto

24 SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials _____
Date 9/5/23

STATE OF NEW HAMPSHIRE DEPARTMENT OF NATURAL & CULTURAL RESOURCES DIVISION OF THE ARTS

NEW HAMPSHIRE STATE COUNCIL ON THE ARTS Council Partntership Projects GRANT

EXHIBIT A – SPECIAL PROVISIONS

- Section 17.1.2 is modified to reflect to coverage indicated on the attached Certificate of Insurance
- Funding credit including Council logo must appear in all programs, publicity, and promotional materials. The following wording and Council logo should be used:

New Hampshire
State Council on the Arts

Arts Alive Inc.
is supported in part by a grant from the New Hampshire State Council on the Arts & the National Endowment for the Arts.

- By execution of this grant agreement, the organization assures and certifies that it is not on the debarred or suspended list System for Award Management (SAM) Exclusions and is eligible to receive federal and state funds.
- The Grantee acknowledges that the NHSCA Program Coordinator may schedule a site visit to the organization and may request a site visit from the NHSCA.
- The Grantee agrees to abide by the limitations, conditions and procedure outlined herein and in the attached appendices. If appropriated funds for this grants program are reduced or terminated, all payments under this grant may cease. That determination rests within the sole discretion of the Council.
- The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- FINAL REPORT: The Grantee agrees to submit a final financial and narrative report on a form provided by the Council no more than 30 days after the end of the grant period. **Failure to submit the final report will render the Grantee ineligible for Council funding for two years.**

EXHIBIT B – SCOPE OF WORK

- The Grantee agrees to accept $29,000.00 and apply it to the program(s) described in the grant application and approved budget to support the NHSCA Arts Partnership Conference. In the performance of this grant agreement, the Grantee is in all respects an independent contractor and is neither an agent nor employee of the State.

EXHIBIT C – PAYMENT TERMS

- GRANT AMOUNT – Total granted amount shall not exceed $29,000.00.
- PAYMENT will be made following the receipt and execution of all required documents.

Grantee Initials _____
Date 9/4/23

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ARTS ALIVE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 17, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **608788**

Certificate Number: **0005770063**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of May A.D. 2022.

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	ARTS ALIVE, INC.	Business ID:	608788
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	02/17/2009	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	02/17/2009		
Principal Office Address:	15 Eagle Ct., Keene, NH, 03431, USA	Mailing Address:	NONE
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / advancement of arts/culture in the Monadnock Region	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Kathy Hodgkins / Treasurer	15 Eagle Ct, Keene, NH, 03431, USA
Andy Oram / Chairman of the Board of Directors	15 Eagle Ct, Keene, NH, 03431, USA
Eric Russell / Director	15 Eagle Cy, Keene, NH, 03431, USA
Palagia Vincent / Secretary	15 Eagle Ct, Keene, NH, 03431, USA
Brian Wallace / Director	15 Eagle Ct, Keene, NH, 03431, USA

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Registered Agent Information

Name:	Not Available
Registered Office Address:	Not Available
Registered Mailing Address:	Not Available

Trade Name Information

Business Name	Business ID	Business Status
Arts Alive (/online/BusinessInquire/TradeNameInformation?businessID=469208)	647006	Active

Trade Name Owned By

Name	Title	Address

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

Filing History Address History View All Other Addresses Name History Shares

Businesses Linked to Registered Agent Return to Search Back

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- **Contact Us (/online/Home/ContactUS)**

© 2022 State of New Hampshire.

Certificate of Authority #1 (Corporation, Non-profit Corporation)

Corporate Resolution

I, Jennifer Paone, **hereby certify** that I am duly elected Clerk/Secretary/Officer
(Name of Board Member not signing Box 1.11 of grant agreement)

of Arts Alive. I hereby certify the following is a true of a vote taken at a
(Name of Organization receiving grant)

meeting of the Board of Directors/shareholders, duly called and held on Aug 28, 2023, at which a quorum of the directors/shareholders were present and voting.

Voted: That Jessica Geller (may list more than one person) is duly
(Name of person signing Box 1.11 of grant agreement)

authorized to enter into contracts or agreements on behalf of Arts Alive
(Name of Organization receiving grant)

with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended of repealed and remains in full force and effect as the date of the contract to which this certificate is attached. This authority **shall remain valid for thirty (30) days** from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 9/25/23

ATTEST: Jennifer Paone
(Signature & Title of Board Member not signing Box 1.11 of grant agreement)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Kapiloff Insurance Agency, Inc.
417 Winchester St
Keene NH 03431

License#: PC-893147

CONTACT NAME:
PHONE (A/C, No, Ext): 603-352-2224 FAX (A/C, No): 603-357-1217
E-MAIL ADDRESS: documents@kapiloff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Citizens Insurance Company of	31534
INSURER B: Hanover American	36064
INSURER C: Hanover Insurance	22292
INSURER D: Hartford Insurance Company	38288
INSURER E:	
INSURER F:	

INSURED
Arts Alive
15 Eagle Ct Suite 3
Keene NH 03431

ARTSALI-01

COVERAGES **CERTIFICATE NUMBER:** 654093241 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		OBVD640495	7/15/2023	7/15/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WZVD640496	7/15/2023	7/15/2024	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Professional Liability			LHV D800275 00	1/10/2023	1/10/2024	Aggregate	$500,000
D	Directors & Officers			04KM033077918	7/15/2023	7/15/2024	Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Department of Natural and Cultural Resources
172 Pembrooke Rd.
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Request for Proposals for Partnership Grant
FY 2024 Arts Partnership Conference

DATE: **June 1, 2023**

TO: **Interested Nonprofit Organizations**

DEADLINE FOR PROPOSALS: **Friday, June 30, 2023**

The NH State Council on the Arts (NHSCA) is requesting proposals from nonprofit organizations based in New Hampshire, to assist with the production of and serve as a fiscal agent for the FY 2024 annual statewide Arts Partnership Conference. Proposals may be submitted by email by June 30, 2023 to allison.hawkins@dncr.nh.gov or postmarked by that date.

Contact: Questions on proposal specifications should be addressed to:
Allison Hawkins, Arts Education Coordinator
Phone: 603-271-0791 or email: allison.hawkins@dncr.nh.gov

Questions on qualifications and eligibility should be addressed to:
Cassandra Mason, Grants Officer
Phone: 603-271-7926 or email: cassandra.a.mason@dncr.nh.gov

Scope of Project: The Arts Partnership Conference will be on October 27 and 28 at Sanborn Mills Farm in Loudon, NH. The event will incorporate plenary sessions for all attendees and between 15-20 concurrent workshops. The conference expects to attract approximately 100 attendees from the fields of arts education, arts in health, creative communities, traditional and heritage arts, and nonprofit management.

Specifications:

- Serve as the fiscal agent for the Arts Partnership Conference which will entail:
    - administering partnership grant funds approved by the NHSCA Councilors and Governor & Executive Council to support the conference by providing accounting support for fiscal transactions related to the conference with direction from the NHSCA Arts Education (AE) Coordinator. Fiscal transactions will include but not be limited to: fundraising; calculation and tracking of cash and in kind match; processing and tracking of registration fees from conference registrants; and processing of payments to contractors such as graphic designer, printer, site rentals, food vendors, workshop facilitators, and keynote speakers.
- Complete final report at conclusion of project on or before July 31, 2024, to include a final reconciled budget, statistical information on the number of registrants by day and workshop and contact information compatible with NHSCA database.

Eligibility: To be eligible, proposals must be submitted by nonprofit organizations that are physically located and incorporated in New Hampshire and comply with the Americans with Disabilities Act. Organizations must be recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code and have been in continuous operation for at least three years. Organizations must be in good standing with the IRS, the NH Attorney General's Office, the NH Secretary of State's Office and the New Hampshire State Council on the Arts.

Special Qualifications: Organization should have a mission statement related to the support of the arts. The chief administrator for the nonprofit organization should have a professional background in large event management, budget management, an understanding of and commitment to the arts, and the ability to work in a team environment.

Selection: The Partnership grant will be awarded based upon capacity as indicated in the proposal addressing the above specifications. The NHSCA reserves the option to extend the partnership for an additional fiscal year upon agreement of both parties and provided that funding for the project remains available.

Budget: Overall project budget is estimated at $30,000. The partnership grant amount will be $25,000 to cover administration and expenses; fiscal agent fee not to exceed 10% of the project income. The balance of the project expenses is expected to be covered through registration fees from conference attendees and fundraising. Any unexpended funds remaining after all conference costs have been covered will be kept in a designated "Arts Partnership Conference" account, the dispersal of which to be determined by NHSCA.

Payment: Upon acceptance and approval by the New Hampshire State Council on the Arts Councilors and Governor & Executive Council, 100% of the partnership agreement will be processed as a single payment.

How to submit a proposal: If interested, please submit the following items by the deadline of June 30, 2023 to:

Email: allison.hawkins@dncr.nh.gov
Mail: New Hampshire State Council on the Arts
Attn: Allison Hawkins, Arts Education Coordinator
172 Pembroke Rd.
Concord, NH 03301

- A narrative of up to two pages addressing the organization's qualifications and ability to address the scope of the project and specifications noted in this RFP.
- A one-page background statement on qualification of chief administrator of the organization.
- Proof of status as nonprofit organization (IRS letter).
- Certificate of Good Standing from the NH Secretary of State's office

Estimated Timetable for Notification:

Deadline for submission of proposals: **June 30, 2023**
Selection of Vendor: **July 6, 2023**
Proposed submission to NHSCA Council for approval: **July 10, 2023**
Preliminary Notification: **July 14, 2023**
Proposed submission to Governor & Executive Council for approval: **Aug/Sept 2023**
Notification of contract approval: **August or September 2023**

Source of Funds for Partnership Grant: NH State Council on the Arts federal funds (National Endowment for the Arts)

Source of funds for Arts Partnership Conference: NH State Council on the Arts federal funds; Conference registration fees

Additional Information: Examples of several conference brochures can be found on the NHSCA website here.