



State of New Hampshire
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES
 STATE COUNCIL ON THE ARTS

172 Pembroke Road Concord, New Hampshire 03301
 Phone: 603-271-2789 Fax: 603-271-3584
 TDD Access: Relay NH 1-800-735-2964
 nharts.dncr.nh.gov

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February 3, 2025

Her Excellency, Governor Kelly A. Ayotte
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 261:97-c, Use of Funds, authorize the Department of Natural and Cultural Resources, Division of the Arts, to award a Conservation License Plate (Moose Plate) grant to Saint-Gaudens Memorial (VC #154155) in the amount of \$19,790 to support accessibility for exhibits at Saint-Gaudens National Historical Park in Cornish, NH, effective upon Governor and Council approval through December 31, 2025. 100% Other Funds (Agency Income).

Funds are available in account, Conservation Plate Funds, as follows:

	<u>FY 2025</u>
03-035-035-350010-3405 34050000-073-509074 – Grants Non-Federal	\$19,790

EXPLANATION

Moose Plate Funds are intended to promote the use and conservation of cultural resources in New Hampshire and to preserve the cultural heritage that belongs to all New Hampshire citizens by providing for the preservation of publicly owned historic properties.

The Saint-Gaudens National Historic Park is a unit of the U.S. Department of the Interior, National Park Service, established by Congress in 1965. Previous to this date the land, home, studio and gardens of the sculptor Augustus Saint-Gaudens (1848-1907), located in Cornish, New Hampshire, were owned and operated by the Saint-Gaudens Memorial, a private foundation initiated in 1919 by the artist's widow, Augusta Saint-Gaudens, and their son Homer Saint-Gaudens.

This accessibility project will improve public access to historically significant artwork and arts documents, while protecting and preserving the originals. By replacing outdated exhibit furniture, literally lowering some of the barriers to access and experience the artwork, objects on view, and by default the character of the historic structures on a more intimate and connected level, all projects will become more accessible. Future exhibit designers will work with cases and cabinetry that are compliant with universal design guidelines, which are themselves informed by the ADA guidelines. Making access to our collections will be a given, and not an afterthought, thereby increasing public access and benefit of the Saint-Gaudens National Historic Park.

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

Respectfully submitted,

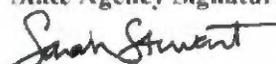


Sarah L. Stewart
 Commissioner

GRANT AGREEMENT
#11342 CULTURAL CONSERVATION

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 172 Pembroke Rd., Concord, NH 03301	
1.3. Grantee Name Saint-Gaudens Memorial Vendor Code: 154155 UEI: GC2QJMQDMAF2		1.4. Grantee Address 34 South Highland Avenue Ossining, NY 10562	
1.5 Grantee Phone # 603-675-2175	1.6. Account Number 34050000-073-509074	1.7. Completion Date 12/31/2025	1.8. Grant Limitation \$19,790.00
1.9. Grant Officer for State Agency Christina Hoppe, NHSCA 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 Mayer Tolles, President	
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) 		1.14. Name & Title of State Agency Signor(s) Sarah L. Stewart, Commissioner B	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Nathan W. Kenison-Marvin Assistant Attorney General, On: 3/ 6 / 2025			
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").

- 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, incumbents, 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 renewals 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 intent 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 U
Date 1/13/29

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

NEW HAMPSHIRE STATE COUNCIL ON THE ARTS Cultural Conservation 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

Saint Gaudens Memorial
is supported in part by a grant from the Mooseplate License Plate Program

- 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 \$19,790.00 and apply it to the program(s) described in the grant application and approved budget to support accessibility at Saint Gaudens National Park. 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 \$19,790.00.
- **PAYMENT** will be made following the receipt and execution of all required documents.

Grantee Initials Y
Date 1/13/25

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 SAINT-GAUDENS MEMORIAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 26, 1919. 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: 68149

Certificate Number: 0006821859



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of December A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority #

(Corporation, Non-profit Corporation)

Corporate Resolution

Authorization to Enter into Contracts with
New Hampshire State Council on the Arts

Important: To expedite your payment these steps must be followed in this order:

* Resolution date must occur on or before the Grant Agreement is signed.

** Certificate must be attested/signed and dated on bottom of page on the same date or before the Grant Agreement is signed.

I, (1.) Gardiner Hampel, hereby certify that I am duly elected Vice President of (2.) Saint-Gaudens Memorial. I hereby certify the following is a true of a vote taken at a Saint-Gaudens Memorial meeting of the Board of Trustees, duly called and held on (3.) January 13, 2025, at which a quorum of the directors/shareholders were present and voting.

Voted: That (4.) Thayer Tolles is duly authorized to enter into contracts or agreements on behalf of (5.) Saint-Gaudens Memorial 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 or 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: 1/13/2025

ATTEST: (6)

 VICE PRESIDENT
Signature & Title of Board Member not signing Box 1.11 of grant agreement



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2024

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).

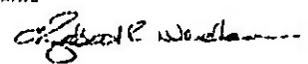
PRODUCER The Hib Group New England, LLC PO Box 606 Keene NH 03431	CONTACT NAME: Elizabeth Ravasi PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: lravasi@hibgroup.com
	INSURER(S) AFFORDING COVERAGE
INSURED Saint-Gauens Memorial 34 S Highland Ave Ossining NY 10562	INSURER A: West American Insurance Co NAIC # 44393
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: CL24122784227 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.

HSR LTR	TYPE OF INSURANCE	ADOL	SUBR	INSD	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____					BLW58558458	05/30/2024	05/30/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADY INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP-OP AGG \$ 4,000,000 Experience Mod Factor 1 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY								COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$ _____								EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below				N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER State of New Hampshire Dept. of Natural & Cultural Resources 17 Pembroke 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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New York State Insurance Fund

PO Box 66699, Albany, NY 12206

| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 020223438
SAINT-GAUDENS MEMORIAL
34 SOUTH HIGHLAND AVENUE
OSSINING NY 10562



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER SAINT-GAUDENS MEMORIAL 34 SOUTH HIGHLAND AVENUE OSSINING NY 10562	CERTIFICATE HOLDER STATE OF NH - DEPT OF NATURAL & CULTURAL RESOURCES 172 PEMBROKE ROAD CONCORD NH 03301
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POLICY NUMBER W1285 396-6	CERTIFICATE NUMBER 669785	POLICY PERIOD 01/01/2025 TO 01/01/2026	DATE 1/23/2025
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1285 396-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 953488199