



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CULTURAL RESOURCES

Division of Arts, Division of Historical Resources,
Division of Libraries, Film and Television Office
Office of Curatorial Services
*American Canadian French Cultural Exchange Commission,
Administratively Attached*



Van McLeod, Commissioner

December 16, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

The Department of Cultural Resources, Division of the Arts, requests permission to award a General Project Grant in the amount of \$4,190.00 to the University of New Hampshire, Durham (Vendor code 177867) to document the cultural diversity and preserve the history of New Hampshire citizens through a documentary film: *Fade to Black: Recovering NH's Buried African American History*, effective upon Governor and Council approval through June 30, 2014.
100% General Funds.

Funds are available in the account titled State Arts Development as follows:

	<u>FY 2014</u>
01-34-34-341010-1250000-073-500581 Grants Non-Federal	\$4,190.00

EXPLANATION

General Project Grants are awarded to nonprofit organizations, with a minimum of 1 year of continuous arts programming that are planning projects to preserve, document, and showcase heritage and traditional arts and cultural diversity of New Hampshire communities. Grant categories and deadlines are advertised through the divisions' website, social media and electronic newsletters.

At a recent meeting, the Arts Council Board unanimously voted to accept the Arts Division's General Project Grant Review Panel's recommendations for the partnerships based on its funding priority ranking within a competitive review. The four-member peer panel, facilitated by an Arts Councilor, considered 12 criteria to arrive at a consensus ranking for each application. Each panelist is advised, both individually and collectively, of their obligation to disclose any conflict of interest and themselves from assessment if a conflict is present. The evaluative criteria range from the administrative capacity of the organization, artistic quality, community support to accessibility.

The University of New Hampshire has previously received \$3,843 during fiscal year 2014.

Respectfully submitted,

Van McLeod
Commissioner



NEW HAMPSHIRE STATE COUNCIL ON THE ARTS GRANT AGREEMENT

This agreement between the State of New Hampshire, New Hampshire State Council on the Arts (hereinafter "Council") and University of NH (hereinafter "Grantee") is to witness receipt of funds subject to the following conditions:

GRANT PERIOD: FY2014

1. OBLIGATIONS OF THE GRANTEE:

- The Grantee agrees to accept \$4,190.00 and apply it to the program(s) described in the grant application and approved budget referenced above. 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.
- Funding credit including Council logo must appear in all programs, publicity, and promotional materials. The following wording and Council logo should be used:



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

- The Grantee agrees to provide up to two (2) complimentary tickets/admissions as requested for site visits by appropriate Council staff/evaluators.
- 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.

2. PAYMENT will be made following the receipt and execution of all required documents and approval of the Governor and Executive Council

3. 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.

4. SOVEREIGN IMMUNITY: No provision of this contract is to be deemed a waiver of sovereign immunity by the State of New Hampshire.

COUNCIL APPROVAL

Contracting Officer for State Agency

Signature

Date

Name, Title: Lynn Martin Gratton, Acting Director

GRANTEE SIGNATURE

Org/ Name: University of NH

Address: 51 College Rd. Durham NH

Karen Jensen

Printed Name of Authorized Official for Grantee

Authorized Official's Signature & Title

10/4/13

Date

NOTARIZATION REQUIRED:

STATE OF NEW HAMPSHIRE, COUNTY OF Strafford

APPROVED BY ATTORNEY GENERAL

as to form, substance and execution:

Rosemarie Feist

12-18-13

Office of Attorney General

Date

On the 4 day of Oct 2013 before the undersigned officer, personally appeared

Karen M Jensen

(Print name of person whose signature is being notarized)

or satisfactorily proven to be the person whose name appears above, and acknowledged that s/he executed this document in the capacity indicated.

Dianne Hall

Notary Public/ Justice of the Peace

Printed Name: Dianne Hall

My Commission Dianne M. Hall, Notary Public

My Commission Expires October 12, 2016

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **State Council on the Arts**

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **State Council on the Arts**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **6/30/14**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **Fade to Black: Recovering NH's Buried African American History**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Cassandra Mason
 Address: State Council on the Arts
 19 Pillsbury St
 Concord NH 03301
 Phone: 603-271-7926

Campus Project Administrator

Name: Dianne Hall
 Address: University of New Hampshire
 Sponsored Programs Administration
 51 College Rd. Rm 116
 Durham, NH 03824
 Phone: 603-862-1942

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Cassandra Mason
 Address: State Council on the Arts
 19 Pillsbury St
 Concord NH 03301
 Phone: 603-271-7926

Campus Project Director

Name: Burt Feintuch
 Address: Center for the Humanities
 305 Huddleston Hall
 Durham, NH 03824
 Phone: 603-862-4356

F. Total State funds in the amount of \$4,190 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share 50 % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **State Council on the Arts** have executed this Project Agreement.

**By An Authorized Official of:
University of New Hampshire**

Name: Karen M. Jensen
Title: Manager, Sponsored Programs Administration
Signature and Date: _____ 12/6/13

**By An Authorized Official of: the New
Hampshire ~~Office of the Attorney General~~
State Council on the Arts**

Name: Lynn Graton
Title: Acting Director
Signature and Date: _____ 12/12/13

**By An Authorized Official of:
~~Office of the Attorney General~~
State Council on the Arts**

Name: Lynn Graton Rosemary Wiant
Title: ~~Acting Director~~ Assistant Attorney General
Signature and Date: _____ 12-18-13

**By An Authorized Official of: the New
Hampshire Governor & Executive Council**

Name: _____
Title: _____
Signature and Date: _____

EXHIBIT A

- A. Project Title:** Fade to Black: Recovering NH's Buried African American History
- B. Project Period:** Upon the approval of Governor and Executive Council through June, 30, 2014
- C. Objectives:** Production of a one-hour documentary film that will explore the recovered stories of African American lives in NH
- D. Scope of Work:** Two days of field production
- E. Deliverables Schedule:** Final report is due by July 31, 2014 but may be extended for a period of up to three months at the request of the applicant and approval of the State Project Director.
- F. Budget and Invoicing Instructions:** Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date.

Budget Category	State	Cost Share	Total
Salaries and Wage		\$ 773	\$ 773
Fringe		\$ 345	\$ 345
Supplies and Services	\$3,330	\$2,205	\$5,535
F&A	\$ 860	\$ 867	\$1,727
Total	\$4,190	\$4,190	\$8,380