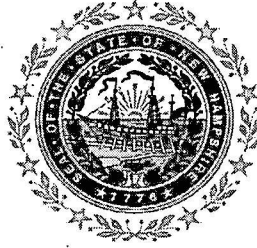


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MLC



Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
25 Hall Street  
Concord, NH 03301  
TEL. (603) 271-3495  
FAX (603) 271-1953

October 25, 2023

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

**REQUESTED ACTION**

Authorize the Department of Education to enter into a **Sole Source** amendment to an existing Cooperative Project Agreement (CPA) with Granite State College, (VC# 315187) Concord, NH by increasing the price limitation by \$336,123.24 from \$609,606.82 to \$945,730.06, and extending the end date from December 15, 2023 to December 15, 2024, effective upon Governor and Council approval. The original CPA was approved by the Governor and Council on September 15, 2021, item #70G, amended on December 08, 2021, item #72, and amended on October 4, 2022, item #36, and amended December 7, 2022, item #74. 42.90% General Fund, 46.11% Federal Funds and 10.99% Other Funds.

Funds to support this request are available in the following accounts for FY24 and FY25, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, without further Governor and Council approval, if needed and justified.

Account Title	Account	FY24	FY25
Career School Licensing	06-56-56-566510-18590000-028-500299 – Transfer to General Services	\$1,001.33	\$847.28
EFT Admin	06-56-56-560040-21960000-028-500299 – Transfer to General Services	\$1,001.33	\$847.28
School Nutrition	06-56-56-562010-23220000-028-500299 – Transfer to General Services	\$3,003.85	\$2,541.72
ESSER III - ARP 2021	06-56-56-562010-24370000-028-500299 – Transfer to General Services	\$5,006.37	\$4,236.16

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2

Charter Schools	06-56-56-567010-24500000-028-500299 – Transfer to General Services	\$2,002.52	\$1,694.44
IDEA - Special Education	06-56-56-562010-25040000-028-500299 – Transfer to General Services	\$27,870.77	\$23,582.96
Project AWARE	06-56-56-562010-25080000-028-500299 – Transfer to General Services	\$2,002.61	\$1,694.52
Title I-A Compensatory Ed	06-56-56-562010-25090000-028-500299 – Transfer to General Services	\$5,006.37	\$4,236.16
Title II-A Prof Development	06-56-56-562010-25100000-028-500299 – Transfer to General Services	\$1,001.33	\$847.28
Title V-B Rural/Low	06-56-56-562010-25110000-028-500299- Transfer to General Services	\$1,001.33	\$847.28
Title I - Migrant Education	06-56-56-562010-25120000-028-500299 – Transfer to General Services	\$1,001.33	\$847.28
Migrant Ed Consortium	06-56-56-562010-25130000-028-500299 – Transfer to General Services	\$1,001.33	\$847.28
Title III English Teachers	06-56-56-562010-25160000-028-500299- Transfer to General Services	\$2,002.52	\$1,694.44
Title IV-A 21st Century Student	06-56-56-562010-25180000-028-500299 – Transfer to General Services	\$1,001.33	\$847.28
Title IV-B 21st Century Comm	06-56-56-562010-25190000-028-500299 – Transfer to General Services	\$3,003.85	\$2,541.72
School Nutrition- FFVP	06-56-56-562010-25270000-028-500299 – Transfer to General Services	\$1,001.33	\$847.28
Sch Nutrition - Child & Adult	06-56-56-562010-25280000-028-500299 – Transfer to General Services	\$1,001.33	\$847.28
Assessment - Federal	06-56-56-562010-25340000-028-500299 – Transfer to General Services	\$2,002.52	\$1,694.44
Federal Accountability	06-56-56-567010-30590000-028-500299 – Transfer to General Services	\$12,015.32	\$10,166.81
System of Care Grant	06-56-56-562010-50600000-028-500299 – Transfer to General Services	\$8,010.23	\$6,777.89
Commissioner	06-56-56-560010-60010000-028-500299 – Transfer to General Services	\$78,098.53	\$66,083.36
Higher Ed / Transcript Admin Fee	06-56-56-566510-67770000-028-500299 – Transfer to General Services	\$1,001.33	\$847.28
State Longitudinal Data System	06-56-56-567010-71280000-028-500299 – Transfer to General Services	\$4,005.04	\$3,388.88

NAEP Coordinator	06-56-56-567010-73750000-028-500299- Transfer to General Services	\$1,001.33	\$847.28
Education Credentialing	06-56-56-566510-90080000-028-500299 – Transfer to General Services	\$17,021.62	\$14,402.91
TOTAL		\$182,066.75	\$154,056.49

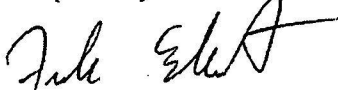
**EXPLANATION**

This request is **Sole Source** because the original agreement was also **Sole Source** due to ongoing asbestos removal at the Department’s Londergan Hall location. This amendment will exercise the final extension of the agreement through December 15, 2024.

The New Hampshire Department of Education’s (NHED) main building is Londergan Hall at 101 Pleasant Street, Concord. During the summer of 2021, the Department of Administrative Services initiated an abatement project that resulted in the NHED temporarily moving staff to Johnson Hall, Walker Building, Hotel Concord and entering into a cooperative project agreement with Granite State College, located at 25 Hall Street, for the use of temporary office space. As the project commenced, additional asbestos in the ceilings and pipes were identified, resulting in an expansion of the project. Additionally, the legislature approved funding to upgrade the bathrooms to be compliant with the Americans Disability Act; and the Department of Administrative Services initiated upgrading the elevator. All of these projects have extended the overall project completion date; with the most recent change being that the FY 24/25 capital budget approved by the Legislature and Governor included funding to purchase 25 Hall Street. NHED is now requesting approval to amend the agreement with Granite State College for on-going office and conference room space on a month-to-month basis while the Department of Administrative Services finalizes the purchase of the building.

The rental rate in the cooperative project agreement is inclusive heat, air conditioning, sewer, water, electricity, real estate taxes, insurance, janitorial, snow plowing and removal, parking and building site maintenance.

Respectfully Submitted



Frank Edelblut  
Commissioner of Education

AMENDMENT #4 to  
COOPERATIVE PROJECT AGREEMENT  
between the  
STATE OF NEW HAMPSHIRE, Department of Education  
and the  
Granite State College of the University System of New Hampshire

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on September 15, 2021, item #70G, amended on December 08, 2022, item #72, and amended on October 4, 2022, item #36, and amended on December 7, 2022, item #74 for the project titled "Asbestos Abatement Office Space Rental Project" is and all subsequent, properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

**Purpose of Amendment (Choose all applicable items):**

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other: Amend the Project agreement and end date by exercising the final authorized extension.

**Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):**

- Article A is revised to replace the State Department name of \_\_\_\_\_ with and/or USNH campus from \_\_\_\_\_ to \_\_\_\_\_.
- Article B is revised to replace the Project End Date of December 15, 2023, with the revised Project End Date of December 15, 2024.
- Article C is amended to expand Exhibit A by including the Titled " \_\_\_\_\_ ", dated \_\_\_\_\_.
- Article D is amended to change the State Project Administrator to \_\_\_\_\_ and/or the Campus Project Administrator to \_\_\_\_\_.
- Article E is amended to change the State Project Director to \_\_\_\_\_ and/or the Campus Project Director to \_\_\_\_\_.
- Article F is amended to add funds in the amount of \$336,123.24 and will read:

Total State funds in the amount of \$144,181.89, Federal funds in the amount of \$154,970.99 and Other funds in the amount of \$36,970.36 have been allotted and are available for FY24 and FY25 for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

- Article F is amended to change the cost share requirement and will read:

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

- Article F is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. \_\_\_\_\_ from \_\_\_\_\_ under CFDA# \_\_\_\_\_. Federal regulations required to be passed through

Catherine A. Provencher  
Campus Authorizing Official  
Date \_\_\_\_\_  
Digitally signed by Catherine A. Provencher  
Date: 2023.10.31 10:54:52 -04'00'

**AMENDMENT #4 CONTINUED**

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 **revised** Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G is exercised to amend 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, as follows:

Article \_\_\_\_\_ is amended in its entirety to read as follows:  
 Article \_\_\_\_\_ is amended in its entirety to read as follows:

- Article H is amended such that:

- 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.

- Exhibit A-3 is amended as attached Exhibit A-4.

- Contract amended to include Exhibit B as required.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

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

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire, or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this Amendment #4 to the Cooperative Project Agreement.

By An Authorized Official of: USNH	By An Authorized Official of: NH Department of Education
Name: Catherine Provencher	Name: Frank Edelblut
Title: Chief Administrative Officer	Title: Commissioner of Education
Signature and Date: <i>Catherine A. Provencher</i> <small>Digitally signed by Catherine A. Provencher Date: 2023.10.31 10:55:27 -04'00'</small>	Signature and Date: <i>Frank Edelblut</i> 10/31/2023

By An Authorized Official of: the New Hampshire Office of the Attorney General	By An Authorized Official of: the New Hampshire Governor & Executive Council
Name: Christopher Bond	Name:
Title: Attorney General's Office	Title:
Signature and Date: <i>Christopher Bond</i> 10/31/23	Signature and Date:

Catherine A. Provencher  
 Campus Authorizing Official  
 Date \_\_\_\_\_
   
Digitally signed by Catherine A. Provencher  
Date: 2023.10.31 10:55:52 -04'00'

**EXHIBIT A-4**

- A. Project Title:** Asbestos Abatement Office Space Rental Project
- B. Project Period:** December 16, 2023 to December 15, 2024.
- C. Objectives:** To provide office and meeting space for State workers displaced from NHED Londergan Hall due to that site's ongoing asbestos abatement.
- D. Scope of Work:** University of New Hampshire ("COLLEGE") (VC# 315187) shall provide: 23,430 square feet ("sf"), comprised of 3,534 sf on First Floor, 3,444sf on the Second Floor, 12,175sf on the Third Floor and 4,277sf on the LL Floor. COLLEGE shall also provide, heat, air conditioning, sewer and water service, electricity, real estate taxes, insurance, janitorial services, snow plowing and removal, and building and site maintenance for the Office Space (the "Services").
- E. Deliverables Schedule:** State shall have use of the Office Space and the attendant Services beginning on December 16, 2023, and continuing through December 15, 2024.
- F. Budget and Invoicing Instructions:** Payment is to be made on invoices for the set amount of \$28,010.27 per month for use of the Office Space and the Services for each month of occupancy by the NH Department of Education (NHED). A final invoice is due within 30 days of the end of this contract. Invoices and reports shall be submitted electronically to:

Timothy Hill, Office of Business Management  
 25 Hall Street Concord NH 03301  
[Timothy.j.hill@doe.nh.gov](mailto:Timothy.j.hill@doe.nh.gov)

**Funding Source:** Funds to support this request are available in the following accounts for FY24 and FY25, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, without further Governor and Council approval, if needed and justified.

Account Title	Account	FY24	FY25
Career School Licensing	06-56-56-566510-18590000-028-500299 – Transfer to General Services	\$1,001.33	\$847.28
EFT Admin	06-56-56-560040-21960000-028-500299 – Transfer to General Services	\$1,001.33	\$847.28
School Nutrition	06-56-56-562010-23220000-028-500299 – Transfer to General Services	\$3,003.85	\$2,541.72
ESSER III - ARP 2021	06-56-56-562010-24370000-028-500299 – Transfer to General Services	\$5,006.37	\$4,236.16
Charter Schools	06-56-56-567010-24500000-028-500299 – Transfer to General Services	\$2,002.52	\$1,694.44
IDEA - Special Education	06-56-56-562010-25040000-028-500299 – Transfer to General Services	\$27,870.77	\$23,582.96

Catherine A. Provencher  
 Campus Authorizing Official  
 Date: 2023.10.31 10:56:19 -0400  
 Date \_\_\_\_\_

Project AWARE	06-56-56-562010-25080000-028-500299 – Transfer to General Services	\$2,002.61	\$1,694.52
Title I-A Compensatory Ed	06-56-56-562010-25090000-028-500299 – Transfer to General Services	\$5,006.37	\$4,236.16
Title II-A Prof Development	06-56-56-562010-25100000-028-500299 – Transfer to General Services	\$1,001.33	\$847.28
Title V-B Rural/Low	06-56-56-562010-25110000-028-500299- Transfer to General Services	\$1,001.33	\$847.28
Title I - Migrant Education	06-56-56-562010-25120000-028-500299 – Transfer to General Services	\$1,001.33	\$847.28
Migrant Ed Consortium	06-56-56-562010-25130000-028-500299 – Transfer to General Services	\$1,001.33	\$847.28
Title III English Teachers	06-56-56-562010-25160000-028-500299- Transfer to General Services	\$2,002.52	\$1,694.44
Title IV-A 21st Century Student	06-56-56-562010-25180000-028-500299 – Transfer to General Services	\$1,001.33	\$847.28
Title IV-B 21st Century Comm	06-56-56-562010-25190000-028-500299 – Transfer to General Services	\$3,003.85	\$2,541.72
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Federal Accountability	06-56-56-567010-30590000-028-500299 – Transfer to General Services	\$12,015.32	\$10,166.81
System of Care Grant	06-56-56-562010-50600000-028-500299 – Transfer to General Services	\$8,010.23	\$6,777.89
Commissioner	06-56-56-560010-60010000-028-500299 – Transfer to General Services	\$78,098.53	\$66,083.36
Higher Ed / Transcript Admin Fee	06-56-56-566510-67770000-028-500299 – Transfer to General Services	\$1,001.33	\$847.28
State Longitudinal Data System	06-56-56-567010-71280000-028-500299 – Transfer to General Services	\$4,005.04	\$3,388.88
NAEP Coordinator	06-56-56-567010-73750000-028-500299- Transfer to General Services	\$1,001.33	\$847.28
Education Credentialing	06-56-56-566510-90080000-028-500299 – Transfer to General Services	\$17,021.62	\$14,402.91
TOTAL		\$182,066.75	\$154,056.49

Digitally signed by  
 Catherine A. Provencher  
 Campus Authorizing Official  
 Date: 2023.10.31 10:56:54 -0400  
 Date \_\_\_\_\_

**G. Contract Terms:** The College shall make the Office Space and Services available to State for a period of twelve months, on a month-to-month basis, commencing on December 16, 2023, through December 15, 2024, subject to the provision, below.

Early Termination of Cooperative Project Agreement, as Extended by this Amendment: That certain Cooperative Project Agreement dated effective August 16, 2021, by and between the Granite State College of the University System of New Hampshire and the State of New Hampshire, as subsequently amended and as most recently amended hereby, shall automatically terminate upon the execution of a Purchase and Sale Agreement by and between the University System of New Hampshire and the State of New Hampshire for the State's purchase of all of the land and improvements owned by the University System of New Hampshire located at 25 Hall Street, Concord, New Hampshire, of which the Premises leased hereunder are a part. Said Purchase and Sale Agreement shall include a provision extending the State's leasehold rights granted by said Cooperative Project Agreement, as amended hereby, up to and until the closing of the transaction contemplated by said Purchase and Sale Agreement, on all of the same terms and provisions set forth herein. Upon execution of the Purchase and Sale Agreement, such lease extension provision shall supersede said Cooperative Project Agreement, as amended hereby. All of the rights and obligations of the parties hereunder, including, without limitation, the State's monthly rent payment obligation, shall otherwise continue uninterrupted and unaffected by the terms of said Purchase and Sale Agreement, except for the contemplated realignment of the lease termination date with the closing of the contemplated purchase and sale transaction.

**H. Additional Terms:** The Premises are leased "as is" and as furnished. The State is responsible for care maintenance and upkeep of the Premises, the Furniture, Fixtures and Equipment (FF&E), including Audio Visual and IT Infrastructures. The State will be able to reserve conference/classroom spaces in the first-floor classrooms and second floor Event Center (at no additional cost). Room 302, the Board Room, has a custom conference table designed for the space which shall be maintained as is. The College may reserve this space for select meetings at no cost.

## EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

**Special Federal provisions are listed here:**

### **Federal Certification 2 CFR 200.415**

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

Catherine A. Provencher  
Digitally signed by Catherine A. Provencher  
Date: 2023.10.31 15:17 -0400  
Campus Authorizing Official  
Date \_\_\_\_\_



By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

Catherine A. Provencher  
Campus Authorizing Official  
Date \_\_\_\_\_

Digitally signed by Catherine A. Provencher  
Date: 2023.10.31 10:57:42 -0400