

MLC



Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

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

36

August 30, 2022

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 second **Sole Source** amendment to an existing Cooperative Project Agreement (CPA) with Granite State College, (VC# 315187) Concord, NH by increasing the price limitation by \$276,378.30 from \$287,436.40 to \$563,814.70 and extending the end date from December 15, 2022 to December 15, 2023 for the use of office space in Concord, NH, effective upon Governor and Council approval. The original CPA was approved by the Governor and Council on September 15, 2021, item #70G and amended on December 08, 2022, item #72. 43.09% General Fund, 40.65% Federal Funds and 16.26% Other Funds.

Funds to support this request are available in the following accounts for FY23, and are anticipated to be available in FY24, upon the availability and continued appropriation of funds in the future operating budget, 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	FY23	FY24
Career School Licensing	06-56-56-566510-18590000-028-500299 – Transfer to General Services	\$2,434.23	\$2,059.73
GEER II	06-56-56-562010-19590000-028-500299 – Transfer to General Services	\$1,217.11	\$1,029.87
School Climate Transformation	06-56-56-562010-23800000-028-500299 – Transfer to General Services	\$3,651.34	\$3,089.59
ESSER III – ARP 2021	06-56-56-562010-24370000-028-500299 – Transfer to General Services	\$4,868.45	\$4,119.46

Charter Schools	06-56-56-567010-24500000-028-500299 – Transfer to General Services	\$2,434.23	\$2,059.73
Project AWARE	06-56-56-562010-25080000-028-500299 – Transfer to General Services	\$1,217.11	\$1,029.87
Title I-A Compensatory Ed	06-56-56-562010-25090000-028-500299 – Transfer to General Services	\$4,868.45	\$4,119.46
Title II-A Prof Development	06-56-56-562010-25100000-028-500299 – Transfer to General Services	\$2,434.23	\$2,059.73
Title I - Migrant Education	06-56-56-562010-25120000-028-500299 – Transfer to General Services	\$1,217.11	\$1,029.87
Migrant Ed Consortium	06-56-56-562010-25130000-028-500299 – Transfer to General Services	\$1,217.11	\$1,029.87
Title IV-A 21st Century Student	06-56-56-562010-25180000-028-500299 – Transfer to General Services	\$2,434.23	\$2,059.73
Title IV-B 21st Century Comm	06-56-56-562010-25190000-028-500299 – Transfer to General Services	\$2,434.23	\$2,059.73
School Nutrition - Sch Programs	06-56-56-562010-25260000-028-500299 – Transfer to General Services	\$4,868.45	\$4,119.46
School Nutrition- FFVP	06-56-56-562010-25270000-028-500299 – Transfer to General Services	\$1,217.11	\$1,029.87
Sch Nutrition - Child & Adult	06-56-56-562010-25280000-028-500299 – Transfer to General Services	\$1,217.11	\$1,029.87
NAEP	06-56-56-562010-25330000-028-500299 – Transfer to General Services	\$1,217.11	\$1,029.87
Assessment - Federal	06-56-56-562010-25340000-028-500299 – Transfer to General Services	\$4,868.45	\$4,119.46
Federal Audit Compliance	06-56-56-567010-30420000-028-500299 – Transfer to General Services	\$2,434.23	\$2,059.73
Federal Accountability	06-56-56-567010-30590000-028-500299 – Transfer to General Services	\$8,519.79	\$7,209.06
Youth Risk Behavior Survey	06-56-56-567010-33000000-028-500299 – Transfer to General Services	\$1,217.11	\$1,029.87
System of Care Grant	06-56-56-562010-50600000-028-500299 – Transfer to General Services	\$9,736.90	\$8,238.92
Commissioner	06-56-56-560010-60010000-028-500299 – Transfer to General Services	\$64,506.99	\$54,582.82
Higher Ed / Transcript Admin Fee	06-56-56-566510-67770000-028-500299 – Transfer to General Services	\$1,217.11	\$1,029.87
State Longitudinal Data System	06-56-56-567010-71280000-028-500299 – Transfer to General Services	\$3,651.34	\$3,089.59
Education Credentialing	06-56-56-566510-90080000-028-500299 – Transfer to General Services	\$14,605.36	\$12,358.38
TOTAL		\$149,704.89	\$126,673.41

### EXPLANATION

This request is **Sole Source** because the original agreement was also sole source due to ongoing asbestos removal. 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. As the current estimate is expected to extend through the next 12 months, or longer, the NHED is now requesting approval to amend the agreement with Granite State College for on-going office and conference room space during the asbestos abatement process.

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.

The Department of Education is seeking approval to amend this cooperative project agreement by exercising one of the two twelve-month extensions already approved by the Governor and Council. This extension will allow the Department to continue to provide support and services to the public while the Londergan Hall office building completes the asbestos abatement process.

In the event that Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully Submitted,



Frank Edelblut  
Commissioner of Education

AMENDMENT # 2 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 and amended on December 08, 2022, item # 72, 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 one of the two authorized extensions.

**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, 2022, with the revised Project End Date of December 15, 2023.
- 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 \$276,378.30 and will read:

Total State funds in the amount of \$119,089.81, Federal funds in the amount of \$112,348.92 and Other funds in the amount of \$44,939.57 have been allotted and are available for FY23, and funding is anticipated to be available in FY24 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 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

Campus Authorizing Official    Catherine A. Provencher  
Date    Provencher    Digitally signed by  
Catherine A. Provencher  
Date: 2022.09.14  
08:38:12 -0400

**AMENDMENT # 2 CONTINUED**

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-1 is amended as attached Exhibit A-2.

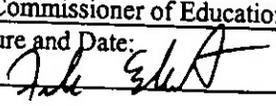
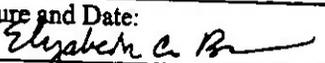
•  Contract amended to include Exhibit B as required.

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 # 2 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: Catherine A. Provencher <small>Digitally signed by Catherine A. Provencher Date: 2022.09.14 08:38:50 -04'00'</small>	Signature and Date:  9/21/22
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: Elizabeth Brown	Name:
Title: Attorney NHED	Title:
Signature and Date:  9/21/2022	Signature and Date:

Campus Authorizing Official  
Date

Catherine A. Provencher  
Digitally signed by Catherine A. Provencher  
Date: 2022.09.14 08:39:13 -04'00'

**EXHIBIT A-2**

- A. Project Title:** Asbestos Abatement Office Space Rental Project
- B. Project Period:** December 16, 2022 to December 15, 2023.
- 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: 19,746 square feet ("sf"), comprised of 3,294sf 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, 2022, and continuing through December 15, 2023, unless extended as set forth in Section G of this Exhibit A-2.
- F. Budget and Invoicing Instructions:** Payment is to be made on invoices for the set amount of \$23,031.52 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 FY23, and are anticipated to be available in FY24, upon the availability and continued appropriation of funds in the future operating budget, 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	FY23	FY24
Career School Licensing	06-56-56-566510-18590000-028-500299 – Transfer to General Services	\$2,434.23	\$2,059.73
GEER II	06-56-56-562010-19590000-028-500299 – Transfer to General Services	\$1,217.11	\$1,029.87
School Climate Transformation	06-56-56-562010-23800000-028-500299 – Transfer to General Services	\$3,651.34	\$3,089.59
ESSER III – ARP 2021	06-56-56-562010-24370000-028-500299 – Transfer to General Services	\$4,868.45	\$4,119.46
Charter Schools	06-56-56-567010-24500000-028-500299 – Transfer to General Services	\$2,434.23	\$2,059.73
Project AWARE	06-56-56-562010-25080000-028-500299 – Transfer to General Services	\$1,217.11	\$1,029.87
Title I-A Compensatory Ed	06-56-56-562010-25090000-028-500299 – Transfer to General Services	\$4,868.45	\$4,119.46
Title II-A Prof Development	06-56-56-562010-25100000-028-500299 – Transfer to General Services	\$2,434.23	\$2,059.73

Campus Authorizing Official **Catherine A. Provencher**  
 Date **Provencher** Digitally signed by Catherine A. Provencher  
 Date: 2022.09.14 08:39:51 -04'00'

**EXHIBIT A-2 CONTINUED**

Title I - Migrant Education	06-56-56-562010-25120000-028-500299 – Transfer to General Services	\$1,217.11	\$1,029.87
Migrant Ed Consortium	06-56-56-562010-25130000-028-500299 – Transfer to General Services	\$1,217.11	\$1,029.87
Title IV-A 21st Century Student	06-56-56-562010-25180000-028-500299 – Transfer to General Services	\$2,434.23	\$2,059.73
Title IV-B 21st Century Comm	06-56-56-562010-25190000-028-500299 – Transfer to General Services	\$2,434.23	\$2,059.73
School Nutrition - Sch Programs	06-56-56-562010-25260000-028-500299 – Transfer to General Services	\$4,868.45	\$4,119.46
School Nutrition- FFVP	06-56-56-562010-25270000-028-500299 – Transfer to General Services	\$1,217.11	\$1,029.87
Sch Nutrition - Child & Adult	06-56-56-562010-25280000-028-500299 – Transfer to General Services	\$1,217.11	\$1,029.87
NAEP	06-56-56-562010-25330000-028-500299 – Transfer to General Services	\$1,217.11	\$1,029.87
Assessment - Federal	06-56-56-562010-25340000-028-500299 – Transfer to General Services	\$4,868.45	\$4,119.46
Federal Audit Compliance	06-56-56-567010-30420000-028-500299 – Transfer to General Services	\$2,434.23	\$2,059.73
Federal Accountability	06-56-56-567010-30590000-028-500299 – Transfer to General Services	\$8,519.79	\$7,209.06
Youth Risk Behavior Survey	06-56-56-567010-33000000-028-500299 – Transfer to General Services	\$1,217.11	\$1,029.87
System of Care Grant	06-56-56-562010-50600000-028-500299 – Transfer to General Services	\$9,736.90	\$8,238.92
Commissioner	06-56-56-560010-60010000-028-500299 – Transfer to General Services	\$64,506.99	\$54,582.82
Higher Ed / Transcript Admin Fee	06-56-56-566510-67770000-028-500299 – Transfer to General Services	\$1,217.11	\$1,029.87
State Longitudinal Data System	06-56-56-567010-71280000-028-500299 – Transfer to General Services	\$3,651.34	\$3,089.59
Education Credentialing	06-56-56-566510-90080000-028-500299 – Transfer to General Services	\$14,605.36	\$12,358.38
<b>TOTAL</b>		<b>\$149,704.89</b>	<b>\$126,673.41</b>

For any period during which the Agreement is extended pursuant to Section G, below, the Rent shall be increased by three (3) percent for each extension period.

**G. Contract Terms:** The College shall make the Office Space and Services available to State for a period of twelve months, commencing on December 16, 2022, through December 15, 2023, subject to the extension provision, below.

Extension Term: State shall have the option to extend this Project Agreement for up to one (1) additional twelve-month period, upon Governor and Council approval and after providing ninety (90) days' written notice to the College Campus Project Administrator in advance of each extension.

Early Termination of Extension Term: For any Extension Term exercised under the Section G, State may terminate such Extension Term early, upon 90 days' written notice to the College Campus Project Administrator.

Campus Authorizing Official **Catherine A. Provencher** Digitally signed by  
 Date **Provencher** Date: 2022.09.14  
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**EXHIBIT A-2 CONTINUED**

**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:

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).

Campus Authorizing Official **Catherine A. Provencher**  
Date **Provencher** Digitally signed by  
Catherine A. Provencher  
Date: 2022.09.14  
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Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

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

November 22, 2021

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 an amendment to a cooperative project agreement with Granite State College, Concord, NH (Vendor Code 315187), by increasing the price limitation by \$230,112.40 from \$57,324.00 to \$287,436.40 and extending the end date from August 15, 2022 to December 15, 2022 for the use of office space in Concord, NH, effective upon Governor and Council approval. Original agreement approved by the Governor and Council on September 15, 2021, item #70G. 40% General/43% Federal/17% Other Funds.

Funds to support this request are available in the following accounts in Fiscal Years 2022 and 2023, with authority to adjust encumbrances amongst fiscal years within the price limitation through the budget office, without further Governor and Council approval if needed and justified:

Account Title	Account	FY22	FY23
Career School Licensing	06-56-56-566510-18590000-028-500299	\$ 1,201.19	\$ 1,016.40
Veterans Education Services	06-56-56-566510-18600000-028-500299	\$ 2,402.39	\$ 2,032.79
Stop School Violence	06-56-56-562010-23750000-028-500299	\$ 2,402.39	\$ 2,032.79
School Climate Transformation - Other	06-56-56-562010-23800000-028-500299	\$ 4,804.78	\$ 4,065.58
Charter Schools	06-56-56-567010-24500000-028-500299	\$ 2,402.39	\$ 2,032.79
Project AWARE	06-56-56-562010-25080000-028-500299	\$ 1,201.19	\$ 1,016.40

Title I-A Compensatory Ed	06-56-56-562010-25090000-028-500299	\$ 4,804.78	\$ 4,065.58
Title II-A Prof Development	06-56-56-562010-25100000-028-500299	\$ 1,201.19	\$ 1,016.40
Title I - Migrant Education	06-56-56-562010-25120000-028-500299	\$ 1,201.19	\$ 1,016.40
Migrant Ed Consortium	06-56-56-562010-25130000-028-500299	\$ 1,201.19	\$ 1,016.40
Title III English Learners	06-56-56-562010-25160000-028-500299	\$ 1,201.19	\$ 1,016.40
Title IV-A 21st Century Student	06-56-56-562010-25180000-028-500299	\$ 2,402.39	\$ 2,032.79
Title IV-B 21st Century Community	06-56-56-562010-25190000-028-500299	\$ 2,402.39	\$ 2,032.79
School Nutrition - Sch Programs	06-56-56-562010-25260000-028-500299	\$ 6,005.97	\$ 5,081.98
School Nutrition- FFVP	06-56-56-562010-25270000-028-500299	\$ 1,201.19	\$ 1,016.40
Sch Nutrition - Child & Adult	06-56-56-562010-25280000-028-500299	\$ 1,201.19	\$ 1,016.40
NAEP	06-56-56-562010-25330000-028-500299	\$ 1,201.19	\$ 1,016.40
Assessment - Federal	06-56-56-562010-25340000-028-500299	\$ 7,207.17	\$ 6,098.37
Federal Audit Compliance	06-56-56-567010-30420000-028-500299	\$ 2,402.39	\$ 2,032.79
Federal Accountability	06-56-56-567010-30590000-028-500299	\$ 6,005.97	\$ 5,081.98
Preschool Development Grant	06-56-56-560510-30650000-028-500299	\$ 2,402.39	\$ 2,032.79
Youth Risk Behavior Survey	06-56-56-567010-33000000-028-500299	\$ 1,201.19	\$ 1,016.40
System of Care Grant	06-56-56-562010-50600000-028-500299	\$ 4,804.78	\$ 4,065.58
Commissioner	06-56-56-560010-60010000-028-500299	\$ 63,663.32	\$ 53,868.96
Higher Ed / Transcript Admin Fee	06-56-56-566510-67770000-028-500299	\$ 1,201.19	\$ 1,016.40
State Longitudinal Data System	06-56-56-567010-71280000-028-500299	\$ 4,804.78	\$ 4,065.58
Education Credentialing	06-56-56-566510-90080000-028-500299	\$ 32,321.18	\$ 11,180.31
<b>TOTAL</b>		<b>\$164,452.55</b>	<b>\$122,983.85</b>

### EXPLANATION

The Department of Education's (DOE) main building is Londergan Hall at 101 Pleasant Street, Concord. This past summer the Department of Administrative Services initiated an abatement project that resulted in the DOE temporarily moving staff to Johnson Hall, Walker Building, Hotel Concord and entering into a cooperative project agreement with Granite State College, located

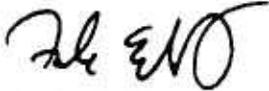
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3

at 25 Hall Street, for the use of some temporary office space. As the current estimate for the asbestos abatement project is expected to extend through the next 12 months, or longer, the DOE is now requesting approval to amend the agreement with Granite State College for additional office and conference room space.

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 and site maintenance.

The Department of Education is seeking approval to enter into this cooperative project agreement for 12 months with an option to extend the agreement for 2 twelve-month extensions, if needed. Approval of this agreement will allow the Department to continue to provide support and services to the public while the Londergan Hall office building completes the asbestos abatement process.

Respectfully Submitted,



Frank Edelblut  
Commissioner of Education

AMENDMENT # 1 to  
COOPERATIVE PROJECT AGREEMENT  
between the  
STATE OF NEW HAMPSHIRE, Department of Education  
and the  
Granite State College of the UNIVERSITY OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on September 15, 2021, item # 70G, for the Project titled "Asbestos" 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 to increase the amount of office and meeting space covered by the Agreement beginning on January 1, 2022 and to extend the term of the Agreement.

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 \_\_\_\_\_ with the revised Project End Date of \_\_\_\_\_, and Exhibit A, article B is revised to replace the Project Period of \_\_\_\_\_ to \_\_\_\_\_ with \_\_\_\_\_ to \_\_\_\_\_.
- 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 \$xxx,xxx.xx and will read:

Total State funds in the amount of \$XX,XXX. 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.

- 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:

Campus Authorizing Official \_\_\_\_\_  
Date 11/22/21 \_\_\_\_\_



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 # 1 to the Cooperative Project Agreement.

By An Authorized Official of: Granite State College	By An Authorized Official of: NH Department of Education
Name: Catherine A Provencher	Name: Frank Edelblut
Title: Chief Administrative Officer	Title: Commissioner of Education
Signature and Date:  11/22/2021	Signature and Date:

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 DOE	Title:
Signature and Date:	Signature and Date:

Campus Authorizing Official  \_\_\_\_\_  
Date 11/22/21 \_\_\_\_\_

**EXHIBIT A-1**

**A. Project Title:** Asbestos Abatement Office Space Rental Project

**B. Project Period:** December 16, 2021, to December 15, 2022.

**C. Objectives:** To provide office and meeting space for State workers displaced from NH DOE Londergan Hall due to that site's ongoing asbestos abatement.

**D. Scope of Work:** University of New Hampshire ("COLLEGE") (vendor code 315187) shall provide: 19,746 square feet ("sf"), comprised of 3,294sf 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, 2021, and continuing through December 15, 2022, unless extended as set forth in Section G of this Exhibit A-1.

**F. Budget and Invoicing Instructions:** Payment is to be made on invoices for the set amount of \$22,360.70 per month for use of the Office Space and the Services for each month of occupancy by State (the "Rent"). A final invoice is due within 30 days of the end of this contract. Invoices and reports shall be submitted to:

Stephen Appleby, Director of Educator Support and Higher Education  
 101 Pleasant Street Concord NH 03301  
[stephen.m.appleby@doe.nh.gov](mailto:stephen.m.appleby@doe.nh.gov)

**Funding Source:** Funds to support this request are available in the following accounts in Fiscal Years 2022 and 2023, with authority to add or remove accounting strings and adjust encumbrances amongst fiscal years within the price limitation through the budget office, without further Governor and Council approval if needed and justified:

<u>Account Title</u>	<u>Account</u>	<u>FY22</u>	<u>FY23</u>
Career School Licensing	06-56-56-566510-18590000-028-50XXXX	\$ 1,201.19	\$ 1,016.40
Veterans Education Services	06-56-56-566510-18600000-028-50XXXX	\$ 2,402.39	\$ 2,032.79
Stop School Violence	06-56-56-562010-23750000-028-50XXXX	\$ 2,402.39	\$ 2,032.79
School Climate Transformation - Other	06-56-56-562010-23800000-028-50XXXX	\$ 4,804.78	\$ 4,065.58
Charter Schools	06-56-56-567010-24500000-028-50XXXX	\$ 2,402.39	\$ 2,032.79
Project AWARE	06-56-56-562010-25080000-028-50XXXX	\$ 1,201.19	\$ 1,016.40
Title I-A Compensatory Ed	06-56-56-562010-25090000-028-50XXXX	\$ 4,804.78	\$ 4,065.58

Title II-A Prof Development	06-56-56-562010-25100000-028-50XXXX	\$ 1,201.19	\$ 1,016.40
Title I - Migrant Education	06-56-56-562010-25120000-028-50XXXX	\$ 1,201.19	\$ 1,016.40
Migrant Ed Consortium	06-56-56-562010-25130000-028-50XXXX	\$ 1,201.19	\$ 1,016.40
Title III English Learners	06-56-56-562010-25160000-028-50XXXX	\$ 1,201.19	\$ 1,016.40
Title IV-A 21st Century Student	06-56-56-562010-25180000-028-50XXXX	\$ 2,402.39	\$ 2,032.79
Title IV-B 21st Century Community	06-56-56-562010-25190000-028-50XXXX	\$ 2,402.39	\$ 2,032.79
School Nutrition - Sch Programs	06-56-56-562010-25260000-028-50XXXX	\$ 6,005.97	\$ 5,081.98
School Nutrition- FFVP	06-56-56-562010-25270000-028-50XXXX	\$ 1,201.19	\$ 1,016.40
Sch Nutrition - Child & Adult	06-56-56-562010-25280000-028-50XXXX	\$ 1,201.19	\$ 1,016.40
NAEP	06-56-56-562010-25330000-028-50XXXX	\$ 1,201.19	\$ 1,016.40
Assessment - Federal	06-56-56-562010-25340000-028-50XXXX	\$ 7,207.17	\$ 6,098.37
Federal Audit Compliance	06-56-56-567010-30420000-028-50XXXX	\$ 2,402.39	\$ 2,032.79
Federal Accountability	06-56-56-567010-30590000-028-50XXXX	\$ 6,005.97	\$ 5,081.98
Preschool Development Grant	06-56-56-560510-30650000-028-50XXXX	\$ 2,402.39	\$ 2,032.79
Youth Risk Behavior Survey	06-56-56-567010-33000000-028-50XXXX	\$ 1,201.19	\$ 1,016.40
System of Care Grant	06-56-56-562010-50600000-028-50XXXX	\$ 4,804.78	\$ 4,065.58
Commissioner	06-56-56-560010-60010000-028-50XXXX	\$ 63,663.32	\$ 53,868.96
Higher Ed / Transcript Admin Fee	06-56-56-566510-67770000-028-50XXXX	\$ 1,201.19	\$ 1,016.40
State Longitudinal Data System	06-56-56-567010-71280000-028-50XXXX	\$ 4,804.78	\$ 4,065.58
Education Credentialing	06-56-56-566510-90080000-028-50XXXX	\$ 13,213.18	\$ 11,180.31
<b>TOTAL</b>		<b>\$145,355.55</b>	<b>\$122,983.85</b>

For any period during which the Agreement is extended pursuant to Section G, below, the Rent shall be increased by three (3) percent for each extension period.

**G. Contract Terms:** The College shall make the Office Space and Services available to State for a period of twelve months, commencing on December 16, 2021, through December 15, 2022, subject to the extension provision, below.

**Extension Term:** State shall have the option to extend this Project Agreement for up to two (2) additional twelve-month periods, the first up to and including December 15, 2023, and the second up to and including December 15, 2024, upon Governor and Council approval and after providing ninety (90) days' written notice to the College Campus Project Administrator in advance of each extension.

Early Termination of Extension Term: For any Extension Term exercised under the Section G, State may terminate such Extension Term early, upon 90 days' written notice to the College Campus Project Administrator.

**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.

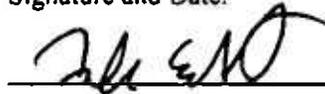
**IN WITNESS WHEREOF**, this Amendment has been executed as of the date first above written.

By An Authorized Official of:  
**Granite State College**  
Name: Catherine A Provencher  
Title: Chief Administrative Officer  
Signature and Date:

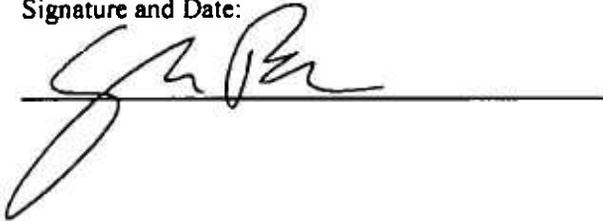


11/22/21

By An Authorized Official of:  
**The NH Department of Education**  
Name: Frank Edelblut  
Title: Commissioner of Education  
Signature and Date:

 11-22-21

By An Authorized Official of:  
**The NH Office of Attorney General**  
Name: Christopher Bond  
Title: Attorney  
Signature and Date:



By An Authorized Official of:  
**The NH Governor & Executive Council**  
Name:  
Title:  
Signature and Date:

\_\_\_\_\_

706 MLC



Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, NH 03301  
TEL. (603) 271-3495  
FAX (603) 271-1993

August 17, 2021

His Excellency Governor Christopher T. Sununu  
and the Honorable Council.

State House  
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Education, Division of Educator Support and Higher Education, to enter into a Retroactive, Sole Source cooperative project agreement with Granite State College, Concord, NH (Vendor Code 315187), for an amount not to exceed \$57,324.00 for the use of office space for the Division of Educator Support and Higher Education, in Concord, NH, effective upon Governor and Council approval for the period of August 16, 2021 to August 15, 2022. 100% Other Funds.

Funds to support this request are available in the account titled Education Credentialing in Fiscal Year 2022 as follows;

06-056-056-566510-90080000-102-500731 - Contracts for Program Services:

SFY	Monthly Rent	Total Annual Amount
2022	\$4,777.00	\$57,324.00
Contract Total		\$57,324.00

EXPLANATION

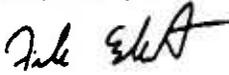
The Department of Education, Division of Educator Support is seeking approval to enter into a cooperative project agreement with Granite State College, located at 25 Hall Street, Concord NH for temporary office space. The item is sole source and retroactive due to Londergan Hall Office Building's ongoing asbestos abatement process and the need to quickly relocate staff to an alternative office setting due to unexpected, multiple failed air quality tests at the start of the abatement process. Originally, as the Division of Educator Support and Higher Education's area was previously abated, it was planned that staff would remain in their Londergan offices throughout the abatement process. Unfortunately, due to the multiple failed air quality monitoring tests at the start of the abatement process, employees needed to vacate the building on short notice, therefore necessitating collaboration with Granite State College to find appropriate office space throughout the entirety of this abatement process.

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

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 and site maintenance.

The Department of Education, Division of Educator Support and Higher Education is seeking approval to enter into this cooperative project agreement for 12 months with an option to extend the agreement for 6 additional months if needed. Approval of this agreement will allow the Division of Educator Support and Higher Education to continue to provide support and services to the public while the Londergan Hall office building completes the asbestos abatement process.

Respectfully Submitted,



Frank Edelblut  
Commissioner of Education

**COOPERATIVE PROJECT AGREEMENT**

between the  
**STATE OF NEW HAMPSHIRE, Department of Education**  
and the  
**Granite State College of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE**

A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, Department of Education, (hereinafter "State"), and the University System of New Hampshire, acting through Granite State College, (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 be effective retroactively to 8/16/21, subject to the approval of the Governor and Council of the State of New Hampshire ("Effective date"), and shall end on 8/15/2022. 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: Asbestos Abatement Office Space Rental Project

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.

<u>State Project Administrator</u>	<u>Campus Project Administrator</u>
Name: Stephen Appleby	Name: Peter Conklin
Address: NH Department of Education 101 Pleasant Street Concord, NH 03301	Address: Granite State College 25 Hall St Concord, NH 03301
Phone: 603-333-0257	Phone: 603-387-7389

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.

<u>State Project Director</u>	<u>Campus Project Director</u>
Name: Stephen Appleby	Name: Peter Conklin
Address: NH Department of Education 101 Pleasant Street Concord, NH 03301	Address: Granite State College 25 Hall St Concord, NH 03301
Phone: 603-333-0257	Phone: 603-387-7389

Campus Authorized Official

Date

MU  
9/9/21

F. Total State funds in the amount of \$57,324.00 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 Click here to enter text. % 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

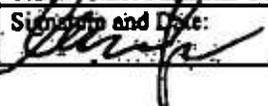
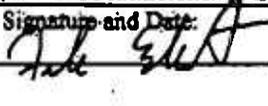
Article(s) \_\_\_\_\_ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:  
Click here to enter text.

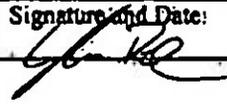
H.  State has chosen not to take possession of equipment purchased under this Agreement.

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 supersedes 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 Choose an Item. and the State of New Hampshire, Department of Education have executed this Project Agreement:

<b>By An Authorized Official of:</b>	<b>By An Authorized Official of:</b>
University of New Hampshire	Department of Education
Name: Marcel Vernon	Name: Frank Edelblut
Title: Chief Financial Officer	Title: Commissioner of Education
Signature and Date:  9/3/2021	Signature and Date:  9/3/2021

<b>By An Authorized Official of:</b>	<b>By An Authorized Official of:</b>
The New Hampshire Office of the Attorney General	The New Hampshire Governor & Executive Council
Name: Christopher Bond	Name:
Title: Attorney	Title:
Signature and Date:  9/3/2021	Signature and Date:

Campus Authorized Official  
Date  9/9/21

**EXHIBIT A**

**A. Project Title:** Asbestos Abatement Office Space Rental Project

**B. Project Period:** August 16, 2021 to August 15, 2022

**C. Objectives:** To provide office and meeting space for State workers displaced from NH DOE Londergan Hall due to that site's ongoing asbestos abatement

**D. Scope of Work:** Granite State College (GSC) (vendor code 315187) shall provide: Office and meeting space consisting of 18 offices, a conference room, and a kitchen/break room, space commonly known as "Suite 002" of the building located at 25 Hall Street, Concord, NH, as well as shared access to an additional shared conference room and restrooms in the same building (the "Office Space"). GSC 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 August 16, 2021, and continuing through August 15, 2022, unless earlier terminated as set forth in Section G of this Exhibit A.

**F. Budget and Invoicing Instructions:** Payment is to be made on the basis of invoices for the set amount of \$4,777.00 per month for use of the Office Space and the Services for each month of occupancy by State. A final invoice is due within 30 days of the end of this contract. Invoices and reports shall be submitted to:

Stephen Appleby, Director of Educator Support and Higher Education  
101 Pleasant Street, Concord NH 03301  
Stephen.m.appleby@doe.nh.gov

**Funding Source:** Funds to support this request are available in the account titled Education Credentialing in Fiscal Year 2022, as follows:

06-056-056-566510-90080000-102-500731 - Contracts for Program Services

SFY	Monthly Rent	Total Annual Amount
2022	\$4,777.00	\$57,324.00
Contract Total		\$57,324.00

**G. Contract Terms:** GSC shall make the Office Space and Services available to State for a period of twelve months, commencing on August 16, 2021 through August 15, 2022, subject to the early termination provision below.

**Early Termination:** State may terminate this Project Agreement early, upon 60 days' written notice to the GSC Campus Project Administrator, provided that State shall have no right to terminate prior to February 15, 2022.

**Extension Term:** State shall have the option to extend this Project Agreement for an additional six months, up to and including February 15, 2023, upon Governor and Council approval and after providing 60 days' written notice to the GSC Campus Project Administrator.

Campus Authorized Official

Date

MU  
9/14/21