

106

48



New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**



June 12, 2024

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs (BEA) to enter into a Cooperative Project Agreement with the University of New Hampshire, Small Business Development Center (SBDC) (VC #315187 (B083)) in the amount of \$93,900 in American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF) to fund small business development counseling services for the small business development centers in rural areas of New Hampshire, effective upon Governor and Council approval through June 30, 2025. This is an allowable use of ARPA SFRF funds under Section 602 (c)(1)(C) for the provision of government services to the extent of the reduction in revenue.
100% Federal Funds

Funding is available in account, ARP SSBCI Counseling Services, as follows:

	<u>FY2024</u>
03-22-022-220510-28010000-102-500731	\$93,900

EXPLANATION

The New Hampshire Small Business Development Center (SBDC) is a preexisting entity and program, the purpose of which is to design and carry out quality business advising, training, and educational services to help entrepreneurs and existing business owners reduce operating costs and respond to changing market conditions to be competitive and more profitable. The SBDC and BEA have an ongoing relationship and familiarity in part due to a Cooperative Project Agreement, enabling SBDC and BEA's Division of Economic Development to work closely through referral exchanges and special projects designed to help meet the needs of the New Hampshire's small business community. As a result, BEA will oversee the administration and use of these funds by the SBDC.

These ARPA SFRF funds will be utilized to support the above programming by funding counseling services to new and expanding small businesses in New Hampshire's rural areas by increasing the role of part-time staff or counselors, hiring new staff or counselors, expanding education efforts focused on new and existing clients, and/or marketing for maximizing the reach and increasing awareness of SBDC services.

New Hampshire has more than 130,000 small businesses, which create a majority of new jobs and have a significant impact on the State's economy. Recent surveys conducted by SBDC indicate that many of those small businesses have ongoing concerns and need for assistance as it pertains to access to capital, legal counsel, accounting and recordkeeping, and financials.

With these ARPA SFRF funds awarded to SBDC, the State will be in an even better position to respond to the various, and often changing, needs of and opportunities for New Hampshire's rural small business community, and its economic development efforts are enhanced by this support to small companies which in turn, promotes growth and creates jobs.

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

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'T. Caswell', written in a cursive style.

Taylor Caswell
Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Business and Economic Affairs

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, **Department of Business and Economic Affairs**, (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 **6/30/25**. 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: **NH SBDC ARPA SFRF**

- 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: Cynthia Harrington

Address: NH Dept of Bus and Economic Affairs
100 North Main St, Suite 100
Concord, NH 03301

Phone: 603-271-2341

Campus Project Administrator

Name: Gretchen Swain

Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd
Durham, NH 03824

Phone: 603-862-4865

- 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: Chase Hagaman

Address: NH Dept of Bus and Economic Affairs
100 North Main St, Suite 100
Concord, NH 03301

Phone: 603-271-2341

Campus Project Director

Name: Elizabeth Gray

Address: University of New Hampshire
10 Garrison Ave
Durham, NH 03824

Phone: 603-862-2200

F. Total State funds in the amount of \$93,900 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 % 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. 1505-0271 from US Department of the Treasury under CFDA# 21.027. 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:

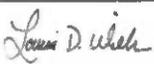
H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's 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, **Department of Business and Economic Affairs** have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire
Name: Dianne Hall
Title: Manager, Pre-Award Compliance
Signature and Date:  Digitally signed by Dianne Hall
Date: 2024.05.22 14:53:09
-04'00'

By An Authorized Official of:
Dept. of Business and Economic Affairs
Name: Taylor Casswell
Title: Commissioner
Signature and Date: 

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Louise Williams
Title: Attorney
Signature and Date:  June 5, 2024

By An Authorized Official of: the New Hampshire Governor & Executive Council
Name:
Title:
Signature and Date:

EXHIBIT A

- A. Project Title:** NH SBDC ARPA SFRF
- B. Project Period:** June 26, 2024 through June 30, 2025
- C. Objectives:** The purpose of this Cooperative Agreement between the NH Department of Business and Economic Affairs (BEA) and the University of New Hampshire (Campus) is to support small business development in New Hampshire through the continued operation and support of the NH Small Business Development Center (NH SBDC). The NH SBDC is a statewide small business development program that provides support for the creation of new businesses and jobs, increased innovation and entrepreneurship, increased per capita income, and tax revenue generation.
- D. Scope of Work:** The New Hampshire Small Business Development Center (NH SBDC) is a preexisting entity and program, the purpose of which is to design and carry out quality business advising, training, and educational services to help entrepreneurs and existing business owners reduce operating costs and respond to changing market conditions to be competitive and more profitable. The NH SBDC and BEA have an ongoing relationship and familiarity in part due to a Cooperative Project Agreement, enabling SBDC and BEA's Division of Economic Development to work closely through referral exchanges and special projects designed to help meet the needs of the New Hampshire's small business community. As a result, BEA will oversee the administration and use of these funds by the NH SBDC. These ARPA SFRF funds will be utilized to support the above programming by funding counseling services to new and expanding small businesses in New Hampshire's rural areas by increasing the role of part-time staff or counselors, hiring new staff or counselors, expanding education efforts focused on new and existing clients, and/or marketing for maximizing the reach and increasing awareness of NH SBDC services.
- E. Deliverables Schedule:** Reporting and monitoring procedures are mandated by Federal law and imposed upon the NH SBDC through federal grants and cooperative agreements awarded to Campus, which administers the NH SBDC. BEA will have the same rights and access to reported program information as are conveyed in the U.S. SBA awards that support the NH SBDC. The SBA, BEA, and Campus will seek to negotiate any difference(s) that may arise due to this partnership agreement, in order to assure that all parties of this agreement are mutually satisfied and that their separate interests are fully protected and their individual intentions are fulfilled. A program narrative will be submitted as needed to BEA.
- 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 as shown below. 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 Items	State Funding
1. Salaries & Wages	\$74,571.00

2. Fringe Items	\$19,329.00
3. Travel	\$0
4. Supplies and Services	\$0
5. Equipment	\$0
6. Facilities and Admin Costs	\$0
Total Project Costs	\$93,900

NOTE: State funds are solely to be used for direct expenses

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: None or **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above.**