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November 20, 2025

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

**REQUESTED ACTION**

Authorize the Department of Business and Economic Affairs to enter into a **RETROACTIVE, SOLE SOURCE** Cooperative Project Agreement with the University of New Hampshire, Small Business Development Center (SBDC) (VC #177867 (B012)) in the amount of \$1,000,000 for continued support of a statewide Small Business Development Center (NH SBDC) program, effective upon Governor and Council approval for the period July 1, 2025 through June 30, 2027. 100% General Funds

Funds are available in the following account for Fiscal Years 2026 and 2027, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

03-22-22-220510-14560000, Small Business Development

	<u>FY 2026</u>	<u>FY2027</u>
102-500731 - Contracts for Programs	\$500,000	\$500,000

**EXPLANATION**

The Department's request is **retroactive** because the period of performance for use of these funds opened on July 1, 2025. Additionally, the agency and NH SBDC have used the intervening time to collaborate on improvements to the cooperative agreement, such as better aligning reporting of financial and programmatic data with other similarly situated programs overseen by the agency. The Agreement is submitted as a **sole source** procurement because the program was specifically designed to operate in partnership with the NH SBDC, the NH SBDC is uniquely positioned to carry out the responsibilities outlined in the expanded scope of work, and the allocation of funding by the state legislature is intended to be utilized by NH SBDC for the services it provides to businesses statewide.

The Cooperative Project Agreement describes the work plan for continued support of the NH SBDC program for providing business advising, education, information, and assistance to New Hampshire's small business community. Key adaptations for this cooperative agreement include improving the flow and frequency of data, program information, and supporting documentation provided by NH SBDC to the agency relative to services rendered, businesses engaged, program themes and successes, and more.

In existence since 1984, the NH SBDC is a cooperative venture between the US Small Business Administration (SBA), BEA, the various components of the University System of New Hampshire, and the private sector. Through this partnership the NH SBDC program coordinates and leverages new and existing resources and provides critically needed services to the small business community in the most cost effective and efficient manner.

New Hampshire has more than 136,000 businesses, 99% of which are classified as "small." Small business creates a majority of new jobs and has a significant impact on the State's economy. There is evidence that owners and managers of many small businesses often lack some of the skills needed to start and run a successful business. Therefore, the principal function of the NH SBDC program 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 in order to be competitive and more profitable. Through its participation, the State is in a better position to respond to the various, and often changing, needs of New Hampshire's small business community.

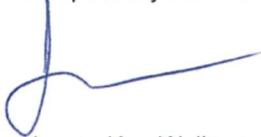
The NH SBDC program provides confidential, one-on-one business management advice and education at no cost to New Hampshire's small businesses. Advising is provided by certified business advisors throughout the state who provide assessment, evaluation, advice, education, referrals, tools, resources, and whatever else is needed to promote success for each business client.

NH SBDC client companies generate revenue, create jobs, and contribute to NH's economy. In FY 2025, SBDC assisted 3,073 businesses through direct advising and training. SBDC advisors helped these businesses increase their sales by \$12.47 million, create and save approximately 500 jobs, and raise \$26.9 million in new capital. These clients generated over \$490 million in sales and employ 5,769 people. The NH SBDC also assisted 81 clients with starting new businesses. For over 41 years, the NH SBDC program has built strong businesses and is a revenue generator for New Hampshire. SBDC has a total annual economic impact of \$254.6 million on the New Hampshire economy.

New Hampshire's economic development efforts are enhanced by this support to small companies which in turn, promotes growth and creates jobs. The SBDC works closely with the Division of Economic Development through referral exchanges and special projects designed to meet the needs of the New Hampshire's small business community by promoting entrepreneurship and education. For all of the reasons stated above, we respectfully request to continue our agreement with the SBDC on a Sole Source basis.

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "James Key-Wallace". The signature is stylized with a large initial "J" and a long horizontal stroke extending to the right.

James Key-Wallace  
Interim 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 **6/30/27**. 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: 2026-2027 Small Business Development Center**

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 Business and Econ 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: N/A

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 Business and Econ Affairs  
100 North Main St., Suite 100  
Concord, NH 03301

Phone: 603-271-2341

**Campus Project Director**

Name: Liz Gray  
Address: University of New Hampshire  
Small Business Development Center  
Paul College Rm 201K  
Durham, NH 03824

Phone: 603-862-2200

F. Total State funds in the amount of **\$1,000,000** 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. \_\_\_\_\_ 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, **BEA** 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: Dianne Hall Digitally signed by Dianne Hall  
Date: 2025.11.10 08:52:30 -05'00'

**By An Authorized Official of:**

Name: James Key-Walker  
Title: Interim Commissioner  
Signature and Date: [Signature] 11-26-25

**By An Authorized Official of: the New  
Hampshire Office of the Attorney General**

Name: Mike Grandy  
Title: Senior Assistant Attorney General  
Signature and Date: /s/ Michael Grandy December 1, 2025

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature and Date: \_\_\_\_\_

## EXHIBIT A

- A. Project Title:** 2026-2027 Small Business Development Center
- B. Project Period:** July 1, 2025-June 30, 2027
- 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. The State funds allocated by BEA will be utilized to meet the federal requirement for matching ongoing U.S. Small Business Administration (SBA) grant awards supporting the NH SBDC.

**D. Scope of Work:** The NH SBDC will provide quality business development and management assistance to the small business community in New Hampshire through one-on-one, long term business advising, educational training programs, and informational materials.

1. **Business Advising:** The NH SBDC's one-on-one management advising component continues to meet a critical need of small businesses in the State by providing the tools and personal guidance needed for success. Recognizing that there is a need for quality business advising within the small business community, and in an effort to avoid duplication of effort, the NH SBDC utilizes numerous resources and partners throughout New Hampshire to deliver the quality business advising services the small business community demands.

Federal legislation requires that state Small Business Development Centers be hosted by educational institutions. In New Hampshire, since its inception in 1984, the NH SBDC has been hosted by the University System of New Hampshire's Durham Campus and its Peter T. Paul College of Business and Economics. The regional NH SBDC offices are strategically located to take advantage of resources across the state. These offices will continue to be staffed by professional business advisers as resources permit.

Business Advising services and activities during the agreement period will include the following:

- The NH SBDC will assist existing, emerging, and growing small businesses, that want to learn management skills, secure financing, control growth and develop feasibility, marketing and/or business plans.
- The NH SBDC will promote and participate in state initiatives, such as the Economic Recovery and Expansion Strategy (ERES), including the Collaborative Economic Development Regions (CEDRs). The NH SBDC will track their activity in these areas

for inclusion in year-end reporting.

- The NH SBDC will participate in a two-way referral network with relevant NH Economic Development agencies and partners, such as the NH Business and Industry Association, New Hampshire Tech Alliance, community colleges, NH Community Loan Fund, NH Manufacturing Partnership, and other BEA partners providing small business services by referring clients to an appropriate agency contact and service information.
- NH SBDC staff will participate in BEA-hosted meetings as appropriate.
- NH SBDC and BEA staff will continue to explore other ways to collaborate to advance small businesses in NH.

2. Education and Training: The NH SBDC meets the needs of small business owners and managers by offering consistent, high quality training programs through a comprehensive e-learning program, focused regional workshops and statewide events. Educational programs address appropriate business topics, such as management, marketing, financing, cybersecurity, resiliency planning, etc. In addition to the existing training program, other activities will include:

- The NH SBDC will assist with and co-sponsor statewide events such as Small Business Day at the State House and the Small Business Matchmaker.
- NH SBDC and BEA will participate in joint opportunities for learning and sharing to Ensure respective staff are integrated and work collaboratively.

3. Communication: The NH SBDC State Director will meet twice per year with the NH SBDC Funding Partners to discuss program ideas and provide progress reports. Members Include the Dean of the Peter T. Paul College of Business & Economics; District Director, U. S. Small Business Administration; Director of the BEA Division of Economic Development; and the Chair of the NH SBDC Advisory Board. Additional meetings between BEA and NH SBDC staff will be scheduled, as appropriate.

- The NH SBDC State Director will also meet with the NH SBDC Advisory Board, comprised of small business and private sector partners, at least three times a year. The BEA Director of the Division of Economic Development, or designee, will participate on the Advisory Board.
- In publicizing events and through broad-based public relations efforts, the NH SBDC and BEA will mutually promote each other's services, including in-person attendance and display items/promotional literature, as appropriate and where feasible. The NH SBDC will promote BEA as their partner in all such related materials. To this end, NH SBDC and BEA will inform each other – within 30 days where possible – of upcoming events, in order to maximize participation and PR opportunities for both organizations. To enhance areas of staff expertise when possible, the NH SBDC will collaborate with

the BEA in offering staff of both organizations an agreed upon number of pro bono slots at regional and statewide training events. Also, where possible and appropriate, SBDC and BEA will explore joint messaging.

- NH SBDC and BEA leadership staff will meet quarterly to ensure communication and support.

- The NH SBDC will collaborate with BEA and other State agencies wherever possible in the development and implementation of state economic development policies and initiatives, up to and including representation on mutually beneficial boards and committees, all based upon NH SBDC staff resources and availability.

4. Client Referrals: The NH SBDC and BEA will exchange client referrals and provide feedback to the referring agency on the action taken. The NH SBDC will offer a referral to BEA for services to counseling clients, as deemed appropriate. Upon receiving permission from the client(s) to disclose their identity, the NH SBDC will pass along the name(s) and telephone number(s) to the appropriate BEA contact.

5. Campus: Campus will continue to provide, at its own expense, physical space, facilities, utilities, and other similar support to the NH SBDC. Campus serves as fiscal agent for NH SBDC programs.

- To the extent space is available, BEA will provide access to office space to an NH SBDC staff member for the purposes of advising on an agreed upon schedule. NH SBDC will be responsible for any costs incurred beyond the workspace.

- To the extent space is available, BEA will provide conference space for the NH SBDC Advisory Board or staff meetings. As appropriate, BEA staff will be invited to the meetings.

6. Evaluation: During the agreement period, the NH SBDC will substantiate and quantify, to the greatest extent possible, the economic impact and cost/benefit of its services. At the end of the designated work period, the NH SBDC will provide BEA with an analysis of program performance in a mutually agreed upon format. The NH SBDC will measure where possible, the impact of this program on the small business community in New Hampshire and the overall economic impact to the State. Underlying data - defined as the data that is available through the SBDC's existing CR database, Center IC, or any future database that captures and/or stores such data and records - will be used as part of such analysis and will be included in regular reporting, as defined in the Deliverables Schedule and in Section E.

The criteria to evaluate the cost effectiveness of the NH SBDC's public service will include such factors as total numbers and types of clients served and jobs created, and capital investments obtained by NH SBDC clients. Such evaluation will take place on a regular basis, and will be coordinated with federally-mandated, U.S. SBA, and/or other federal or State evaluation activities planned for the project period. Evaluations will be performed so as to maintain client confidentiality in accordance with U.S. SBA requirements.

**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, provided such program information is not deemed confidential by the U.S. Small Business Association, for regular monitoring of the program and expenses relative to the annual state general fund allocation. In addition to the reports identified below, the SBA, BEA, and Campus may seek to negotiate additional reports or analysis as part of this partnership agreement, in order to ensure that all parties of this agreement are mutually satisfied and that their separate interests are fully protected and their individual intentions are fulfilled. The Campus will provide the requested information at no additional cost; however, if fulfilling the request results in unanticipated additional costs to SBDC and/or the Campus, the Campus shall provide the BEA with an itemized statement of the anticipated additional costs prior to providing the requested information. Any accepted modification must be executed by both Parties and shall be made a part of this Agreement.

The NH SBDC will submit the following reports to BEA:

- Annual Report for SBA, by March 30 of each year, which will include annual SBA goals and milestones.
- Quarterly Narrative Report, which will be submitted within 30 days of the end of the quarter, i.e., October 30<sup>th</sup>, January 30<sup>th</sup>, April 30<sup>th</sup> and July 30<sup>th</sup>. Narrative reporting shall primarily focus on milestone achievements, program successes, explanation of services provided (including a breakdown or analysis of the most common/frequent services provided), and assessment of relevant program data and/or trends.

**F. Budget and Invoicing Instructions**

The Campus will invoice monthly following the month of expenditure and the State will pay Campus within 30 days of receipt of each completed and approved invoice. Campus will submit its final invoice not later than 75 days after the Project Period end date.

<u>Major Cost Categories</u>	<u>State Funding Breakdown</u>
1. Salaries & Wages*	\$675,197
2. Fringe Benefits	\$250,729
3. Travel	\$0.00
4. Supplies and Services	\$74,074
5. Equipment	\$0.00
6. Indirect Costs	\$0.00
Total	\$1,000,000

\*Campus shall provide backup documentation that itemizes salaries & wages.

Programmatic Information:

In addition to expenditure reporting, the Campus shall include the following programmatic data for the applicable monthly invoicing period:

- cumulative number of unique businesses assisted during the applicable period;
- a breakdown of those businesses by type of assistance;
- a breakdown of those businesses by county;
- a breakdown of those businesses by industry as applicable (e.g., manufacturing, health care, forestry, construction, etc.).

## 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.** .