

New Hampshire  
 Department of Agriculture,  
 Markets & Food

42 JOR  
 Shawn N. Jasper, Commissioner

August 22, 2019

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

**REQUESTED ACTION**

Authorize the Department of Agriculture, Markets and Food, Division of Pesticide Control (DAMF) to enter into a **retroactive** Cooperative Project Agreement with the University of New Hampshire Sponsored Programs Administration, Durham, NH (vendor #177867 B046), in the amount of \$21,919.00, for the advancement of pesticide education in New Hampshire, for the period from Governor and Council approval through March 31, 2020. 100% Agency Income.

Funds to support this request are anticipated to be available in the following account in FY 2020 upon the availability and continued appropriation of funds in the future operating budget. Funding is available in account as follows: **02-18-18-183010-21860000 PESTICIDE TRAINING PROGRAM**

<u>OBJECT</u>	<u>ACCOUNT</u>	<u>FY 2020</u>
CLASS 102-500571	Contracts for Prog. Serv.	\$21,919


**EXPLANATION**

This request is **retroactive** as the documents were held up for finalization and determination of process to request Governor & Council to move carry forward funds to cover the full amount of this agreement.

The New Hampshire Department of Agriculture, Markets and Food (DAMF), Division of Pesticide Control in fulfilling its responsibilities under the Pesticides Training Program, RSA 430:31-b; to provide educational opportunities to pesticide applicators and persons whose activities are governed by the *Pesticides Controls* statute, has reviewed the project, "2019-2020 Pesticide Safety Training", and finds it supports the purpose of the pesticide training statute. Offering training of core pesticide topics to pesticide applicators serve to benefit of all citizens of New Hampshire. The attachment includes the project agreement and the dollar amount associated with each component.

In the event that these funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,

  
 Shawn N. Jasper  
 Commissioner

**COOPERATIVE PROJECT AGREEMENT**

between the

**STATE OF NEW HAMPSHIRE, Department of Agriculture, Markets & Food**

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 Agriculture, Markets & Food**, (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 **3/31/20**. 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: **2019-2020 Pesticide Safety Training**

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: David J. Rouseau  
Address: State House Annex  
25 Capitol Street  
PO Box 2042  
Concord, NH 03301  
Phone: 603 271-3640

**Campus Project Administrator**

Name: Cheryl Moore  
Address: University of New Hampshire  
Sponsored Programs Administration  
51 College Rd. Rm 113  
Durham, NH 03824-3585  
Phone: 603-862-1992

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: David J. Rousseau  
Address: State House Annex  
25 Capital Street  
PO Box 2042  
Concord, NH 03301  
Phone: 603 271-3640

**Campus Project Director**

Name: Rachel Maccini  
Address: UNH Cooperative Extension  
Hillsborough County  
329 Mast Road, Room 101  
Goffstown, NH 03045  
Phone: 603 351-3831

F. Total State funds in the amount of **\$21,919.00** 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 \_\_\_\_\_ % 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.

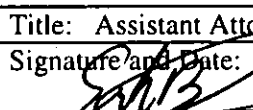
This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties 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, **Department of Agriculture, Markets & Food** have executed this Project Agreement.

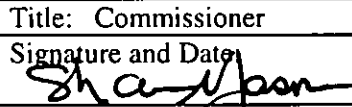
**By An Authorized Official of:  
University of New Hampshire**

Name: Karen M. Jensen  
Title: Manager, Sponsored Programs Administration  
Signature and Date:  9/3/19

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

Name: Erik Bal  
Title: Assistant Attorney General  
Signature and Date:  9/30/2019

**By An Authorized Official of:  
Department of Agriculture, Markets &  
Food**

Name: Shawn Jasper  
Title: Commissioner  
Signature and Date: 

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

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

**EXHIBIT A**

- A. Project Title:** 2019-2020 Pesticide Applicator Training
- B. Project Period:** April 1, 2019 through March 31, 2020
- C. Objectives:** The objectives of the University of New Hampshire are to assist the Department of Agriculture, Markets & Food in the training of safe and proper use of pesticides.
- D. Scope of Work:** UNH Cooperative Extension will create and present for the pesticide training and teach core topics to pesticide applicators.
- E. Deliverables Schedule:** UNH Cooperative Extension will provide the Department of Agriculture, Markets & Food with presentation agendas prior to each event and a final report identifying attendance and evaluations.
- F. Budget and Invoicing Instructions:** Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than March 31, 2020.

	Start Date:	End Date:
Project Period:	04/01/2019	03/31/2020

Budget Items	State Funding	Cost Sharing (if required)	Total
1. Salaries & Wages	\$12,603	\$0	\$12,603
2. Employee Fringe Benefits	4,793	0	4,793
3. Travel	0	0	0
4. Supplies and Services	0	0	0
5. Equipment	0	0	0
6. Facilities & Admin Costs	4,523	0	4,523
 Subtotals	 21,919	 0	 21,919
 In Kind Contribution		 0	 0
 Total Project Costs:			 21,919

## 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.** .