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New Hampshire  
Department of Agriculture,  
Markets & Food

Lorraine S. Merrill, Commissioner

May 12, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

*Retroactive*

Dear Governor Hassan and Honorable Council,

REQUESTED ACTION

Authorize the New Hampshire Department of Agriculture, Markets & Food to retroactively amend a grant with the University of New Hampshire Cooperative Extension, ("Grantee") VC #177867, Durham, New Hampshire, for the *2013 Integrated Pest Management Plan for Spotted Wing Drosophila in New Hampshire* project by extending the completion date to August 31, 2014 from the original grant end date of April 1, 2014. No additional funding is involved in this time extension. The original agreement was approved by the Governor and Council on June 19, 2013, item #54.

EXPLANATION

This agreement expired on April 1, 2014. We are requesting retroactive approval of this amendment to the agreement in order to provide the University of New Hampshire Cooperative Extension additional time to develop, update and edit fact sheets based on the 2013 growing season, updating a web site based on the 2013 growing season, and completing the survey of the 2013 growers/farmers that participated in the Integrated Pest Management programs.

Sincerely,



for Lorraine S. Merrill  
Commissioner

S://Group/Governor & Council/Pesticides/2013/Extension GC cover letter UNH SWD IPM Grant 5 12 14

**AMENDMENT #01 to**  
**COOPERATIVE PROJECT AGREEMENT**  
between the  
**STATE OF NEW HAMPSHIRE, Department of Agriculture, Markets and Food**  
and the  
**University of New Hampshire** of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on **6/19/13**, item # **55**, for the Project titled "**2013 IP for Vegetable Growers/Farmers in New Hampshire,**" Campus Project Director, **George Hamilton**, 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:

**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 \_\_\_\_\_ – \_\_\_\_\_ with \_\_\_\_\_ – \_\_\_\_\_.
- Article C. is amended to add Exhibit A by including the proposal 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 reduce funds in the amount of \$ \_\_\_\_\_ and will read:  
Total State funds in the amount of \$ \_\_\_\_\_ 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:  
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 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 is amended as attached.
- Exhibit B is amended as attached.

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 #1** to the Cooperative Project Agreement.

**By An Authorized Official of:**  
**University of New Hampshire**  
Name: Karen M. Jensen  
Title: Manager, Sponsored Programs Administration  
Signature and Date: [Signature] 4/24/14

**By An Authorized Official of:** the New  
Hampshire Office of the Attorney General  
Name: Rosemary Wiant  
Title: Assistant Attorney General  
Signature and Date: [Signature] 5-14-14

**By An Authorized Official of:**  
**Department of Agriculture, Markets and Food**  
Name: Lorraine S. Merrill  
Title: Commissioner  
Signature and Date: [Signature] 5-12-14

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

**EXHIBIT A**

- A. Project Title:** 2013 IP for Vegetable Growers/Farmers in New Hampshire
- B. Project Period:** 06/19/13 - 08/31/14
- C. Objectives:**
- D. Scope of Work:**
- E. Deliverables Schedule:**
- F. Budget and Invoicing Instructions:**

New Hampshire  
Department of Agriculture,  
Markets & Food

RC# 137970 WU# 1951008 - 618/LSM  
CE-1030308

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Lorraine S. Merrill, Commissioner

May 31, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

FY14 RC# 137971 WU# 1981158 - 618/LSM

Dear Governor Hassan and Honorable Council:

**REQUESTED ACTION**

Authorize the New Hampshire Department of Agriculture, Markets and Food, Division of Pesticide Control to enter into a Cooperative Project Agreement, in the amount of \$43,915, with the University of New Hampshire Office of Sponsored Research, vendor #177867, for the advancement of agricultural research and to assist in the promotion of Integrated Pest Management practices in New Hampshire, for the period from Governor and Council approval through April 1, 2014. 100% Other Funds - Integrated Pest Management Fund.

Funding is available in account, Integrated Pest Management, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified, pending FY 14 budget approval.

Funding is available in account, Integrated Pest Management, as follows:

**02-18-18-183010-21820000 INTEGRATED PEST MANAGEMENT**

**OBJECT**

<u>CLASS</u>	<u>ACCOUNT</u>	<u>FY 2013</u>	<u>FY2014</u>	<u>Total</u>
075-500590	Integrated Pest Mgmt	\$29,423	\$14,492	\$43,915

**EXPLANATION**

The New Hampshire Department of Agriculture, Markets and Food (NHDAMF), Division of Pesticide Control in fulfilling its responsibilities under the Integrated Pest Management (IPM) Program, RSA 430:50; to promote the principles of IPM and assist New Hampshire citizens to advance the practice of such principles, has reviewed the project, "2013 Integrated Pest Management Plan for Spotted Wing Drosophila in New Hampshire", and finds it exemplifies good practices associated with Integrated Pest Management. The research and educational aspects associated with this project and the efforts of the University of New Hampshire Cooperative Extension identify and establish the presence and treatment methods for an insect pest that is of economic significance relative to berries and certain fruit to control. The experience and results of this project serve the benefit of all citizens of New Hampshire. The attachment includes a summary of the project and the dollar amount associated with each component.

Respectfully submitted,



Lorraine S. Merrill  
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 **4/1/14**. 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: 2013 Integrated Pest Management Plan for Spotted Wing Drosophila in New Hampshire**

- 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  
P.O. Box 2042  
Concord, NH 03301  
 Phone: 603 271-3640

**Campus Project Administrator**

Name: Dianne Hall  
 Address: University of New Hampshire  
Sponsored Programs Administration  
51 College Road  
Durham, NH 03824  
 Phone: 603 862-1942

- 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 Capitol Street  
P.O. Box 2042  
Concord, NH 03301  
 Phone: 603 271-3640

**Campus Project Director**

Name: George Hamilton  
 Address: UNH Cooperative Extension  
Hillsborough Country  
329 Mast Road, Room 101  
Goffstown, NH 03045  
 Phone: 603 641- 6060

F. Total State funds in the amount of \$43,915 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:

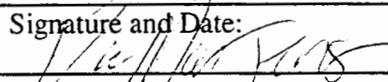
H.  State has chosen **not to take** possession of equipment purchased under this Project Agreement.  
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's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

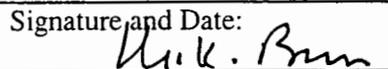
IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Department of Agriculture, Markets & Food** have executed this Project Agreement.

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

Name: Karen M. Jensen  
Title: Manager, Sponsored Programs  
Administration

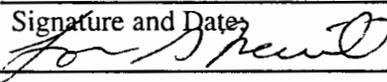
Signature and Date:  4/22/13

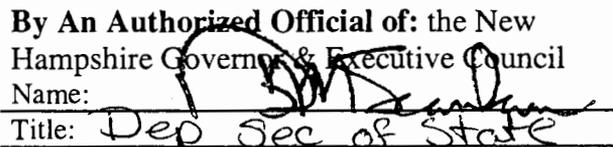
**By An Authorized Official of: the New  
Hampshire Office of the Attorney General**  
Name: ~~Rosemary Wiant~~ Michael K. Brown  
Title: Assistant Attorney General

Signature and Date:  4/13/13

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

Name: Lorraine Merrill  
Title: Commissioner

Signature and Date:  5-6-13

**By An Authorized Official of: the New  
Hampshire Governor & Executive Council**  
Name:   
Title: Dep Sec of State

Signature and Date:  6-19-13

## EXHIBIT A

- A. Project Title:** 2013 Integrated Pest Management Plan for Spotted Wing Drosophila in New Hampshire
- B. Project Period:** Upon Governor and Council Approval through April 2014
- C. Objectives:** The objectives of the University of New Hampshire are to assist the Department of Agriculture, Markets & Food in the promotion and advancement of Integrated Pest Management in New Hampshire
- D. Scope of Work:** A detailed scope of work is on file with the Department of Agriculture, Markets & Food and described in Item G ("Other") of EXHIBIT A of this agreement.
- E. Deliverables Schedule:** A detailed description with schedule is on file with the Department of Agriculture, Markets & Food

### Major Project Components:

On Farm Monitoring: 2013 Growing Season

Insect/Crop: Spotted Wing Drosophila/small fruit and tree fruit

Sparyer Calibration: April 2013 through April 2014

Final Report: April 1, 2014

- F. Budget and Invoicing Instructions:** Campus will submit invoices on regular Campus invoice forms. Initial invoice for \$29,423 at the time of Governor and Council approval, balance of grant to be billed no sooner than one month following initial invoice. State will pay Campus within 30 days of receipt of the invoice. Any unused funds must be returned to the State after the project end date.

Budget Items	State Funding	Cost Sharing (if required)	Total
1. Salaries & Wages	\$18,970	0	\$18,970
2. Employee Fringe Benefits	3,995	0	3,995
3. Travel	6,660	0	6,660
4. Supplies and Services	3,000	0	3,000
5. Technical Support	2,228	0	2,228
6. Facilities & Admin. Costs	9,062	0	9,062
Subtotals		0	\$43,915
In Kind Contribution		0	0
Total Project Costs			\$43,915