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New Hampshire

Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

February 7, 2018

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 \$15,120, for the advancement of pesticide education in New Hampshire, for the period from Governor and Council approval through September 30, 2018. 100% Agency Income.

Funding is available in account, Pesticide Training Program, as follows:

02-18-18-183010-21860000 PESTICIDE TRAINING PROGRAM

OBJECT

<u>CLASS</u>	<u>ACCOUNT</u>	<u>FY 2018</u>	<u>Total</u>
102-500590	Pesticide Training Program	\$15,120	\$15,120

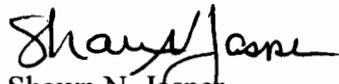
EXPLANATION

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, "2018 *Pesticide Applicator 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.

Prior to this request the actual cumulative total of funds provided to University of New Hampshire Sponsored Programs Administration is \$37,788.00.

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 **9/30/2018**. 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: **2018 Pesticide Applicator 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. Rousseau
 Address: State House Annex
 25 Capitol Street
 P.O. 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 Road
 Durham, NH 03824
 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 Capitol Street
 P.O. Box 2042
 Concord, NH 03301
 Phone: 603 271-3640

Campus Project Director

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

Campus Authorized Official *[Signature]*
Date *12/19/17*

F. Total State funds in the amount of \$15,120 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 0% 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:

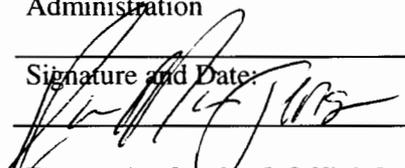
H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's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

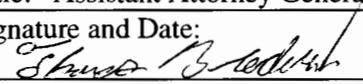
**By An Authorized Official of:
University of New Hampshire**

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

Signature and Date:  12/19/17

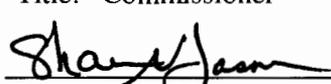
**By An Authorized Official of: the New
Hampshire Office of the Attorney General**

Name: *Thomas Bradnick*
Title: Assistant Attorney General

Signature and Date:  2/15/18

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

Name: Shawn N. Jasper
Title: Commissioner

Signature and Date:  2/9/18

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

Name:
Title:

Signature and Date:

EXHIBIT A

- A. **Project Title:** 2018 Pesticide Applicator Training
- B. **Project Period:** 2.1.2018 – 9.30.2018
- 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 secure presenters for 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 an invoice on regular Campus invoice form for \$15,120.00 at the time of approval. State will pay Campus within 30 days receipt of the invoice. Any unused funds must be returned to the State after the project end date. It is expected that under the performance of this project program income revenue will be generated from registration fees. These revenues will be treated using the additive method. If there is a residual program income balance at the end of this project the University may retain the balance past the end date for use to further the goals of the project.

G. Budget Items State Funding Cost Sharing (if required) Total

	Budget	Cost Share	Total
*Salaries/Wages	\$ 8,457	0	\$ 8,457
Fringe Benefits	\$ 3,543	0	\$ 3,543
Total Personnel & Fringe	\$12,000	0	\$12,000
Extension Staff Travel	\$ 0	0	\$ 0
Supplies and Services	\$ 0	0	\$ 0
Equipment	\$ 0	0	0
Total Other Direct Costs	\$ 0	0	\$ 0
Facilities & Admin Costs	\$ 3,120	0	\$ 3,120
Total Costs	\$15,120	0	\$15,120

Budget Narrative
2018 Pesticide Applicator Training
NH Dept. of Ag. Markets and Food

Training, 8 full day (8 hour) training classes in Concord, New Hampshire. Instructors UNH Cooperative Extension will train 100 NH pesticide applicators and/or business professionals plus UNH CE field specialist in the proper use of pesticides in categories designated by the state and core training.

Extension Staff Salaries and Wages: \$8,500

5 Extension staff will provide their expertise in Pesticide Safety Core topic training over three days of training. In addition a turf equipment calibration topic will be presented at the Turf training session. Salaries and wages cover their preparation, design, and teaching of core topics and supplemental turf equipment calibration instruction.

Fringe Benefits for Extension Staff: \$3,500

5 Extension staff will provide their expertise in Pesticide Safety Core topic training over three days of training. The University of NH, Cooperative Extension pays their staff a 41.9% fringe benefit on salary amounts. The calculation for 5 employees is roughly \$3,500.

Indirect Costs: \$15,120.00

\$3,500: Indirect costs cover the University of New Hampshire's overhead @ 26%. ($\$12,000 * .26 = \$3,500$) Total of grant \$15,120.00.

Total Costs: \$15,120.00

This application is requesting \$15,120.

Rachel Maccini, Extension Educator

Mailing Address:

UNH Cooperative Extension – Hillsborough County

329 Mast Road – Room 115

City: Goffstown, NH 03045

Telephone: day: 603.351.3831

Email: Rachel.maccini@unh.edu