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New Hampshire Department of Agriculture, Markets & Food

Shawn N. Jasper, Commissioner

July 29, 2020

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

REQUESTED ACTION

1. Authorize the New Hampshire Department of Agriculture, Markets & Food (NHDAMF), Division of Pesticide to budget and expend balance forward Federal Funds Class 000 totaling \$29,532 from the Pesticide Regulation Program for the purpose of funding a Cooperative Project Agreement with the University of New Hampshire (UNH), effective upon Governor and Council approval through June 30, 2021. These funds are needed for class 072 Grants Federal to fulfill the scope of work with UNH for the advancement and promotion of pesticide safety and pesticide education efforts in New Hampshire. 100% Federal Funds.

Funds will be budgeted in <u>FY21</u>, as follows:

| 02-18-18-183010-21400000 PESTICIDE MANAGEMENT | | | | |
|---|----------------|----------------|----------------|-----------------|
| CLASS | ACCOUNT | CURRENT BUDGET | REQUEST | MODIFIED BUDGET |
| 010-PERSONAL SERVICES PERM CLASS | 500100 | \$ 120,594 | | \$ 120,594 |
| 018-OVERTIME | 500106 | \$ 250 | | \$ 250 |
| 020-CURRENT EXPENSES | 500200 | \$ 14,766 | | \$ 14,766 |
| 026-ORGANIZATIONAL DUES | 500251 | \$ 1,650 | | \$ 1,650 |
| 030-EQUIPMENT NEW REPLACEMENT | 500301 | \$ 750 | | \$ 750 |
| 038-TECHNOLOGY SOFTWARE | 500177 | \$ 400 | | \$ 400 |
| 039-TELECOMMUNICATIONS | 500180 | \$ 3,100 | | \$ 3,100 |
| 040-INDIRECT COSTS | 500800 | \$ 42,208 | | \$ 42,208 |
| 041-AUDIT FUND SET ASIDE | 500801 | \$ 100 | | \$ 100 |
| 042-ADDITIONAL FRINGE BENEFITS | 500620 | \$ 10,345 | | \$ 10,345 |
| 049-TRANSFERS TO OTHER AGENCY | 584995 | \$ 80,000 | | \$ 80,000 |
| 050-PERSONAL SERVICE TEMP APPOINT | 500109 | \$ 24,102 | | \$ 24,102 |
| 057-BOOKS PERIODICALS SUBSCRIPT | 500535 | \$ 500 | | \$ 500 |
| 060-BENEFITS | 500601 | \$ 54,262 | | \$ 54,262 |
| 070-IN STATE TRAVEL REIMBURSEMENT | 500704 | \$ 4,550 | | \$ 4,550 |
| 072-GRANTS FEDERAL | 500573 | \$ - | \$ 29,532 | \$ 29,532 |
| 080-OUT OF STATE TRAVEL | 500710 | \$ 3,000 | | \$ 3,000 |
| 211-CATASTROPHIC CASUALTY INSURANCE | 500757 | \$ 465 | | \$ 465 |
| | TOTAL EXPENSES | \$ 361,042 | \$29,532 | \$ 390,574 |
| SOURCE OF FUNDS | | | <u> </u> | |
| 000-FEDERAL FUNDS | 403895 | \$ 361,042 | \$29,532 | \$ 390,574 |
| | TOTAL FUNDS | \$ 361,042 | \$ 29,532 | \$ 390,574 |

Office of Commissioner

www.agriculture.nh.gov/divisions

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2. Contingent on approval of action item #1, Authorize the New Hampshire Department of Agriculture, Markets & Food, Division of Pesticide Control to grant funds and enter into a Cooperative Project Agreement, in the amount of \$29,532, with the University of New Hampshire Office of Sponsored Research, vendor #315187, for the advancement and promotion of pesticide safety and pesticide education efforts in New Hampshire, for the period from Governor and Council approval through May 31, 2021. 100% Federal Funds.

Funding is available, contingent on action item #1, in account <u>Pesticide Management</u>, as follows: 02-18-18-183010-21400000 PESTICIDE MANAGEMENT

OBJECT <u>CLASS</u> 072-500573

ACCOUNT GRANTS FEDERAL FY 2021 \$29,532

<u>Total</u> \$29,532

EXPLANATION

The New Hampshire Department of Agriculture, Markets and Food (NHDAMF), Division of Pesticide Control partners with the University of New Hampshire Cooperative Extension (UNH) in preparing educational information for pesticide applicators responsible for satisfying registration certification under RSA 430:33. Funds are available from a United States Environmental Protection Agency grant managed by NHDAMF. NHDAMF has reviewed the UNH project, "Learning Objectives for New England Vegetable Pesticide Safety Education" and finds it exemplifies good practices associated with pesticide training.

The educational focus of this project is preparing learning objectives based on study material for individuals taking a pesticide exam. Additional benefits include safety considerations when managing pesticides. 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,

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 5/31/21. 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: Learning Objectives for New England Vegetable Pesticide Safety Education

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 Capital 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 03824-2620 |
| 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: | Anna Wallingford | |
|---------|---------------------------------|----|
| Address | : UNH Cooperative Extension | |
| | 38 Academic Way, Spaulding Hall | |
| | Durham, NH-03824-3585 | |
| | <u> </u> | .0 |
| Phone: | 603 645-5252 | |

| F. Total State funds in the amount of \$29,532 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 durin | g the term of this Project Agreement. | | | |
| Federal funds paid to Campus under this Project Agr Agreement No. from under CFDA# 66 through to Campus as part of this Project Agreement for Cooperative Projects between the State of New Hampshire dated November 13, 2002, are attached which is incorporated herein as a part of this Project | .700. Federal regulations required to be passed, and in accordance with the Master Agreement Hampshire and the University System of New to this document as Exhibit B, the content of | | | |
| G. Check if applicable Article(s) of the Master Agreement for Co Hampshire and the University System of New Ham amended to read: | operative Projects between the State of New pshire dated November 13, 2002 is/are hereby | | | |
| 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 enddate. 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 University of New Hampshire and the State of New Ham & Food have executed this Project Agreement. | of New Hampshire, acting through the pshire, Department of Agriculture, Markets | | | |
| By An Authorized Official of: University of New Hampshire | By An Authorized Official of: Department of Agriculture, Markets & Food | | | |
| Name: Karen M. Jensen | Name: Shawn N. Jasper | | | |
| Title: Sponsored Programs Administration, Director Pre-award | Title: Commissioner | | | |
| Signature and Date: | Signature and Date: _/ / | | | |
| Karen Jensen 6/30/20 | Shark age 7/29/2020 | | | |
| Du Am Authorized Official of the New | By An Authorized Official of: the New | | | |
| By An Authorized Official of: the New Hampshire Office of the Attorney General | Hampshire Governor & Executive Council | | | |
| Name: Erik Bal | Name: | | | |
| Title: Assistant Attorney General | Title: | | | |
| Signature and Date: Crik Bal 8/6/2020 | Signature and Date: | | | |

EXHIBIT A

- A. Project Title: Learning Objectives for New England Vegetable Pesticide Safety Education
- B. Project Period: June 1, 2020 through May 31, 2021
- 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 Pesticide Safety 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 Attachment 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:

Develop learning objectives for individuals preparing to take the state pesticide exam specific to vegetable production.

Final Report: June 30, 2021

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 60 days after the Project Period end date.

| Budget Items | State Funding | Cost Sharing (if requi | red) Total |
|-----------------------------|---------------|------------------------|------------|
| 1. Salaries & Wages | \$ 16,288 | 0 | \$16,288 |
| 2. Employee Fringe Benefit | s 7,150 | 0 | 7,150 |
| 3. Facilities & Admin. Cost | | . 0 | 6,094 |
| Subtotals | | 0 | \$29,532 |
| In Kind Contribution | | 0 | 0 |
| Total Project Costs | • | • | \$29,532 |

G. Other

A representative of the Department of Agriculture, Markets & Foods reserves the right to attend seminars and audit any work performed by the grant recipient.

Attachment A: Project Proposal - "Learning Objectives for New England Vegetable Pesticide Safety Education"

I. Itemized Budget

| Expense Account | Total |
|---|----------|
| Personnel , | |
| Anna Wallingford, Extension State Specialist (2.0 months) | \$11,060 |
| Pesticide Applicator Training Staff | \$5,228 |
| Benefits | \$7,150 |
| Indirect costs at 26% | \$ 6,094 |
| Total | \$29,532 |

Personnel: \$16,228

Anna Wallingford, UNH Extension State Specialist, (2.0 months) will act as project manager for the objectives outlined in this proposal.

Rachel Maccini, UNH Extension Pesticide Safety Education Coordinator will provide assistance.

Justification/Need for Assistance that furthers the Certification and Training Program:

For many years New Hampshire has used the New England Vegetable Management Guide (here on refer to as The Veg Guide; https://nevegetable.org/) in preparation for their pesticide applicators for the state pesticide exam. These manuals were created by a collaboration of specialists in all six New England states. New editions are produced by this same group of crop production and crop protection specialists every two years, to ensure that guidelines are up to date. These guides are intended for commercial farmers and provide information on pest management practices for a number of crops grown here in New Hampshire as well as other areas in New England. Both chemical and non-chemical pest control measures are suggested and integrated pest management (IPM) practices are highlighted.

While the Veg Guide is packed with valuable information for growers, there are challenges associated with using this resource for preparation for state pesticide exams. In order to provide appropriate study materials based on The Veg Guide, we have identified the following areas that this project will address:

- The Veg Guide is primarily a reference for experienced growers. There is so much information in these manuals that a novice pesticide applicator, without a background in IPM, gets easily overwhelmed. This project aims to restructure portions of The Veg Guide with the pesticide applicator in mind, with clear learning objectives outlined. Readers should understand the principles of IPM and pesticide safety, in terms that are pertinent to vegetable IPM in New England.
- Study materials that are currently available to applicators are relatively out of date. This project aims to produce study materials as a companion to The Veg Guide. This study guide will benefit from the novelty of information in The Veg Guide as well as the input from experts in all New England states. Study materials will provide applicators with study questions that refer directly to material in the guides, offer concrete examples of IPM principles within the area of vegetable production, as well as provide practice exam questions that are pertinent to vegetable IPM in New England.

The hope for this project is to create meaningful learning objectives from The Veg Guide, thereby creating study materials that will be valuable for all New England states, should they choose to adopt this Study Guide for their pesticide programs.

Overall Project Objective:

1) What is the goal of the project?

This project will create meaningful learning objectives for pesticide applicators studying for their state pesticide exams. Using The Veg Guide to create an updated Vegetable IPM Study Guide should be valuable for all New England states, should they choose to adopt this for their pesticide education program.

2) What are the direct benefits of the project?

Pesticide applicators will be provided with up-to-date study materials that are pertinent to their area of IPM. Pesticide safety educators will be provided with study materials that are vetted by crop production and crop protection specialists from all New England states.

3) What will be accomplished during the project period?

A Vegetable IPM Study Guide will be produced, which will be distributed by pesticide safety educators who wish to adopt it. Portions of the The Veg Guide (e.g. Overview on Integrated Pest Management; https://nevegetable.org/pest-management/overview-integrated-pest-management) will be restructured to match the learning objectives outlined in the study guide.

4) What/how will the project outcomes be maintained after funds have been expended?

While this project will produce electronic proofs of the The Vegetable IPM Study Guide, physical production will be the responsibility of state pesticide safety education programs.

Work Plan Objectives/Project Descriptions:

Objective #1 -

Objective/Project Title: Develop Meaningful Learning Objectives

Number of Assigned Staff: '2

Budget for Objective #1 Total: \$29,532

Description of Objective: Generate learning objectives and study materials for vegetable producers studying for their state pesticide applicator license exams.

Output(s) for this Objective: The New England Vegetable IPM Study Guide

Tasks Under this Objective:

List tasks associated with objectives:

- Identify learning objectives, including principles of IPM, pesticide safety, general biology of key pests (Wallingford & Maccini)
- Generate study questions, examples, and practice exam questions for each crop group (Wallingford):
 Asparagus; Basil; Bean: Snap, Lima and Dry; Beet and Swiss Chard; Cabbage, Broccoli, Cauliflower & Other Brassicas; Carrot & Parsnip; Celery & Celeriac; Corn, Ornamental & Popcorn; Cucumber,

Muskmelon & Watermelon; Eggplant; Garlic; Globe Artichoke; Leek; Lettuce, Endive & Escarole; Okra; Onion, Scallion & Shallot; Parsley & Cilantro; Pea; Pepper; Potato; Pumpkin, Squash & Gourds; Radish; Rhubarb; Rutabaga & Turnip; Salad Mix; Spinach; Sweet Potato; Tomato, Greenhouse & High Tunnel; Tomato, Outdoor

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 lis | ted here: 🔲 None or X | Uniform Guidance issued | by the Office of |
|------------------------------------|------------------------------|-------------------------|------------------|
| Management and Budget (OME |) in lieu of Circulars liste | ed in paragraph above | , |