

2/A JSM

New Hampshire
Department of Agriculture,
Markets & Food

Lorraine S. Merrill, Commissioner

March 5, 2014

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

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 grant agreement with Informed Green Solutions, vendor #216956, for the grant project *IPM for New Hampshire Schools*; for the period of Governor and Council approval through February 28, 2015 in the amount of \$23,000.00.
100% Other Funds - Integrated Pest Management Fund.

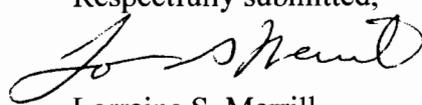
Funding is available in account, Integrated Pest Management, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

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

OBJECT				
<u>CLASS</u>	<u>ACCOUNT</u>	<u>FY2014</u>	<u>FY2015</u>	<u>Total</u>
21820000-070-500590	Integrated Pest Mgmt	\$20,700	\$2,300	\$23,000

EXPLANATION

The New Hampshire Department of Agriculture, Markets and Food (NHDAMF), Division of Pesticide Control in fulfilling its responsibilities under the Integrated Pest Management Program (IPM), RSA 430:50; to promote the principles of IPM and assist New Hampshire citizens to advance the practices of such principles, has reviewed the project, "*IPM for New Hampshire Schools*", and finds it exemplifies good practices associated with Integrated Pest Management. The outreach and educational aspects of the project associated with the efforts to address pesticide management in New Hampshire schools will serve the benefit of many throughout the State. The attachment summarizes the project.

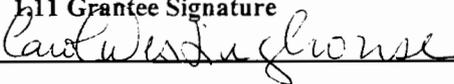
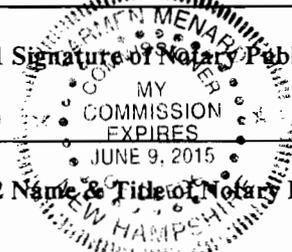
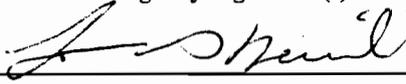
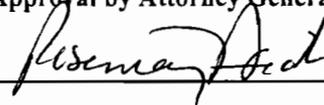
Respectfully submitted,

Lorraine S. Merrill
Commissioner

GRANT AGREEMENT

Subject: IPM for New Hampshire Schools

GENERAL PROVISIONS

1. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name New Hampshire Department of Agriculture, Markets & Food		1.2 State Agency Address 25 Capitol Street PO Box 2042 Concord, New Hampshire 03302	
1.3 Grantee Name Informed Green Solutions		1.4 Grantee Address PO Box 60 East Burke, VT 05832	
1.5 Effective Date March 1, 2014	1.6 Completion Date February 28, 2015	1.7 Audit Date March 31, 2015	1.8 Grant Limitation \$23,000
1.9 Grant Officer for State Agency David J. Rousseau		1.10 State Agency Telephone Number 603-271-3640	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Carol Westchouse, President	
1.13 Acknowledgment: State of New Hampshire, County of <u>Grafton</u>. On <u>2/21/2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal)		 Branch Mgr. AUP.	
		1.13.2 Name & Title of Notary Public or Justice of the Peace CARMEN Mexard Br. Mgr AUP.	
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Lorraine S. Merrill, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution)			
By: 		Attorney, On: <u>3/13/14</u>	
1.17 Approval by the Governor and Council			
By:		On: / /	

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all

personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

Grantee Initials

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11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Grantee Initial

CW

Exhibit A
Scope of Services

Informed Green Solutions will conduct the project, as described in Exhibit D, *IPM for New Hampshire Schools* and further the principles and practice of Integrated Pest Management. Informed Green Solutions is proposing to work with school "...facility managers on procedures to integrate IPM into their maintenance routines and school staff on supporting IPM activities through a series of workshops and individual technical assistance programs set up to model projects."

Informed Green Solutions shall submit a final narrative no more than 30 (thirty) days following the completion date of the project.

The final narrative shall include:

- a. a detailed itemized budget;
- b. a complete portfolio of outreach and educational materials;
- c. an evaluation of the effectiveness of the project; and
- d. the overall success of the project.

Exhibit B
Grant Amount, Method of Payment, and Payment Terms

Payment of this grant will be made in two installments: the first installment in the amount of \$20,700 shall be paid following approval of the project by the New Hampshire Governor and Executive Council and the second installment in the amount of \$2,300 following receipt of the final report for an entire sum of \$23,000. The New Hampshire Department of Agriculture, Markets & Food will process the payment requests through the accounting system once an invoice has been received and approved by the Division of Pesticide Control, payments will be mailed directly to the grantee; and paid at net thirty (30) days. Payment is to be made for items described in original Integrated Pest Management Project Proposal, *IPM for New Hampshire Schools* in Informed Green Solutions Itemized Budget.

Total payments under this project shall not exceed \$23,000 for the period ending February 28, 2015 and final payment to be requested prior to March 31, 2015.

Unspent funds are to be refunded to the New Hampshire Department of Agriculture, Markets & Food.

Exhibit C
Insurance Provision

Workers compensation insurance exempt from this grant as the grantee does not have employees.

Exhibit D
Project Proposal

See attachment.

Grantee Initial CW

Certificate of Authority

I, Leslie Gensburg, Director of the Informed Green Solutions
(name) (title) (business/organization)
do hereby certify that:

1. Carol Westinghouse is the duly elected President;
2. the Informed Green Solutions Inc. has agreed to accept funds and to enter into a contract with the State of New Hampshire, Department of Agriculture, Markets & Food;
3. the Informed Green Solutions Inc. further authorizes the President to execute any documents which may be necessary for this contract;
4. this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
5. the following person has been appointed to and now occupies the office indicated in (3) above:

Carol Westinghouse, President
(name, title)

IN WITNESS WHEREOF, I have hereunto set my hand as the Director of the
(Title)
Informed Green Solutions this 19 day of Feb., 2014
(Business/organization)

Leslie S. Gensburg
Printed Name: LESLIE S. GENSBURG

State of Vermont
County of Caledonia

On this 19th day of February, 2014, before me Michele Maccalou the undersigned officer, personally appeared Leslie Gensburg who acknowledged him/herself to be the Director of the Informed Green Solutions Inc. being authorized so to do, executed the forgoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Michele Maccalou
Justice of the Peace/Notary Public

Commission Expiration Date: 2-10-15

(Seal)

Rousseau, David

From: Westinghouse [westies@ecoisp.com]
Sent: Friday, March 07, 2014 7:11 PM
To: Rousseau, David
Subject: Informed Green Solutions

Dear Mr. Rousseau,

Informed Green Solutions is a 501(c)(3) non-profit organization. I am both the President and the only employee and according to Vermont law as such no workers compensation insurance is required.

Thank you,

Carol Westinghouse

--
Carol Westinghouse
President
Informed Green Solutions
westies@ecoisp.com
www.informedgreensolutions.org
802-626-8643

