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New Hampshire
Department of Agriculture,
Markets, and Food

Shawn N. Jasper, Commissioner

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August 29, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the NH Department of Agriculture, Markets and Food (NHDAMF), Division of Pesticide Control to enter into a Memorandum of Understanding with the NH Department of Health and Human Services, Public Health Laboratories (VC #:177921-B004) in the amount of \$41,600 to purchase lab equipment necessary for analyzing pesticide samples, effective upon Governor and Council approval through September 30, 2025. 100% Federal Funds.

Funding is available as follows:

02-18-18-183010-2140000 PESTICIDE MANAGEMENT

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>FY 2026</u>
085-588590	Inter-Agency Transfers out of Federal Funds	\$41,600

EXPLANATION

The NH Department of Agriculture, Markets and Food (NHDAMF), Division of Pesticide Control wishes to enter into a Memorandum of Understanding with the NH Department of Health and Human Services, Public Health Laboratories (DHHS) to allow the purchase of necessary lab equipment for processing and analyzing pesticide samples. New Hampshire's pesticide program is supported by a federal grant that provides funding for sampling and analysis. Pesticide samples collected by DAMF to verify compliance and review use are analyzed by the DHHS Lab. This funding will support the purchase of equipment related to pesticide analysis.

Respectfully submitted,


Shawn N. Jasper
Commissioner

State of New Hampshire
Interagency Memorandum of Understanding

Whereas, the New Hampshire Department of Agriculture, Markets and Food, Division of Pesticide Control [**"DAMF"**] is a duly constituted agency or branch of government of the State of New Hampshire.

Whereas, the New Hampshire Department of Health and Human Services, Division of Public Health, Public Health Laboratories, Water Analysis Section [**"DHHS"**] is a duly constituted agency or branch of government of the State of New Hampshire.

Whereas, pursuant to NH RSA 430, **DAMF** is the lead agency in New Hampshire for pesticide regulatory programs and is authorized under the New Hampshire Pesticide Act to conduct pesticide enforcement programs in the State.

Whereas, **DHHS** supports the efforts of **DAMF** by analyzing a wide variety of water samples at its public health laboratory.

Whereas, pursuant to the receipt of federal funds from the United States Environmental Protection Agency, **DAMF** is distributing funding in the amount of \$41,600 to **DHHS** to offset the cost of several key pieces of lab equipment in support of its continued ability to analyze water samples.

Whereas, **DHHS** desires to use the \$41,600 towards the purchase of lab equipment in support of its continued testing of **DAMF** water specimens.

NOW, THEREFORE, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. The **DAMF** agrees to:

- A. Pay **DHHS** the amount of \$41,600 for the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference.

Payment shall be provided from: Accounting Unit 2140

- B. Perform the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference.

2. The **DHHS** agrees to:

- A. Pay **DAMF** the amount of \$ _____ for the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference.

Payment shall be provided from: Accounting Unit 2140

- **B.** Perform the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference.
- 3. The method of payment and payment amount for the above-referenced services is described in the attached MOU Exhibit B – Payment Terms, such exhibit hereby incorporated by reference.
- 4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
- 5. The Memorandum of Understanding is effective upon Governor and Executive Council approval until 9/30/2025, or until **DHHS** receives full payment from **DAMF**.
- 6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least thirty (30) days prior to termination.
- 7. The Parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable.
- 8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
- 9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
- 10. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
- 11. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
- 12. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating

hereto.

13. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

14. *New Hampshire Division of Agriculture, Markets and Food*



Shawn Jasper, Commissioner
NH Department of Agriculture
1 Granite Place South Suite 211
Concord, NH 03301
(603) 271-3551

7/23/25
Date

15. *NH Department of Health and Human Services*



Iain N. Watt, Director
NH Division of Public Health
29 Hazen Drive
Concord, NH 03301
Cell: (603) 545-8034
Email: iain.n.watt@dhhs.nh.gov

7/28/25
Date

Approved by the New Hampshire Department of Justice for form, substance, and execution:

By: /s/ Louise D. Williams On: 8/29/25
[Name of Assistant Attorney General] DATE

Approved by the Governor and Executive Council

By: _____ On: _____
DATE

State of New Hampshire
Interagency Memorandum of Understanding
Exhibit A – State Agency Responsibilities

1. RESPONSIBILITIES OF DAMF

1.1. *DAMF* agrees to:

- 1.1.1. Provide funding to *DHHS* in the amount of \$41,600 to support the purchase of lab equipment.

2. RESPONSIBILITIES OF DHHS

2.1. *DHHS* agrees to:

- 2.1.1. Purchase lab equipment.
- 2.1.2. Provide *DAMF* with proof of purchase of the lab equipment.
- 2.1.3. Continue to test and analyze *DAMF* water samples upon request.

State of New Hampshire
Interagency Memorandum of Understanding
Exhibit B – Payment Terms

1. The payment under this Agreement from *DAMF* to *DHHS* shall not exceed the amount specified in Form MOU 1, Interagency Memorandum of Understanding, Section 1, Subsection A.
2. *DHHS* shall submit an invoice to *DAMF* for the full agreed upon amount of \$41,600.
3. *DHHS* shall:
 - 3.1. Submit the invoice in a format provided by *DAMF* or that is otherwise acceptable to *DAMF*.
 - 3.2. Ensure the invoice requests payment for allowable costs.
 - 3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, receipts for purchases and proof of expenditures, as applicable.
4. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to David.J.Rousseau@agr.nh.gov, or invoices may be mailed to:

Financial Manager
DAMF
1 Granite Place South Suite 211
Concord, NH 03301
5. *DAMF* shall make payment to *DHHS* within thirty (30) days of receipt of the invoice, subsequent to approval of the submitted invoice.
6. Notwithstanding any provision of this MOU to the contrary, all obligations of *DAMF* hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. *DAMF* shall not be required to transfer funds from any other source in the event that the source of funds are reduced or become unavailable.