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New Hampshire
Department of Agriculture,
Markets & Food

Lorraine S. Merrill, Commissioner

July 18, 2014

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

Retroactive

REQUESTED ACTION

Authorize the Department of Agriculture to retroactively amend a grant with the Small and Beginner Farmers of New Hampshire, Vendor Code 225653, Marlborough, NH, for the *Educational workshop series on the production and marketing of specialty crops* project by extending the completion date to September 30, 2014 from the original grant end date of November 30, 2013. No additional funding is involved in this time extension. The original grant was approved by the Governor and Council on April 18, 2012, item # 35.

EXPLANATION

This grant expired on November 30, 2013. We are requesting approval of this amendment to the grant in order to provide the Small and Beginner Farmers of New Hampshire (SBFNH) additional time in which to complete the agreed upon scope of services. The SBFNH needs additional time due to unforeseen circumstances within the organization causing the project to be delayed, requiring additional time to complete all project tasks. The new completion date still falls within the federal timeframe for completing this grant. This request is retroactive as there was some confusion with the final reporting requirements.

We respectfully request your approval.

Respectfully submitted,



Lorraine S. Merrill
Commissioner

**Agreement for Services with the Small & Beginner Farmers of NH
Amendment No. 1 for Agreement # 1029783**

This agreement (hereinafter called the "Amendment") dated this 17th day of July, 2014, is by and between the State of New Hampshire (hereinafter referred to as the "State") and the Small & Beginner Farmers of NH (hereinafter referred to as "Vendor").

WHEREAS pursuant to an Agreement (hereinafter referred to as "Agreement") approved by the State on April 18, 2012, the Vendor agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, the Vendor and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

- 1) Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - i) The completion Date as set forth in sub-paragraph 1.3 of the Agreement shall be changed from November 30, 2013 to September 30, 2014.
- 2) Effective Date of Amendment: This Amendment shall take effect upon the date of approval of the Governor and Council.
- 3) Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Small & Beginner Farmers of NH

By

Christine St Clair
Signature

Christine St Clair State Leader
Print name and title

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

On this the 17th day of July, 2014, before the undersigned officer, personally appeared Christine St. Clair who acknowledged ~~himself~~/herself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sandra L. Carter

My Commission Expires:



(Seal)

THE STATE OF NEW HAMPSHIRE
Department of Agriculture, Markets & Food

By: Lorraine S. Merrill
Lorraine S. Merrill, Commissioner

7-30-2014
Date

Approved by the Attorney General

By: Rosanna A. Deed

8-14-14
Date

Certificate of Authority

I, Doreen Gitschier, Treasurer of the Small + beginner farmers of NH
(name) (title) (business/organization)

do hereby certify that:

1. Christine St. Clair is the duly elected President;
(name of person being certified) (title)
2. the Small + Beginner Farmers of NH has agreed to accept funds to enter into a contract
(business/organization)
with the State of New Hampshire, Department of Agriculture, Markets & Food;
3. the Small + beginner farmers of NH further authorizes the president
(business/organization) (title from 1. above)
to execute any documents 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;
5. The following person has been appointed to and now occupies the office indicated above:
Christine St. Clair
(name of person being certified in 1. above, title)

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the
(title)
Small + Beginner farmers of NH this _____ day of _____, 20____.
(Business/organization)

Doreen R Gitschier
(signature)
Printed Name: Doreen R. Gitschier

State of NH
County of Merrimack

On this 5 day of August, 2014, before me Desiree Mahurin the
undersigned officer, personally appeared Doreen Gitschier who
acknowledged him/herself to be the Treasurer of the SFBFNH
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.

Desiree L Mahurin
Justice of the Peace/Notary Public

(Seal)

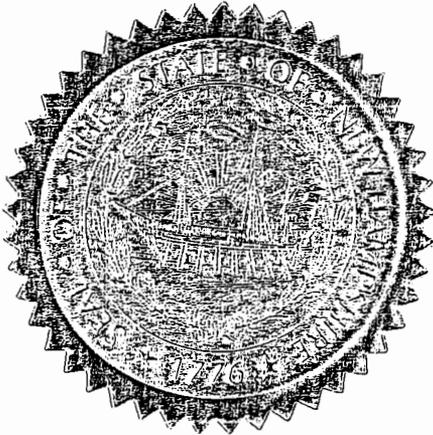
Commission Expiration Date: _____
DESIREE L. MAHURIN, Notary Public
My Commission Expires _____

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Small and Beginner Farmers of New Hampshire is a New Hampshire nonprofit corporation formed April 8, 2004. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of May A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cross Insurance-Meredith 45 NH Route 25 Meredith NH 03253	CONTACT NAME: Madelyn Cancel PHONE (A/C No. Ext): (603) 279-8122 E-MAIL ADDRESS: mcancel@crossagency.com	FAX (A/C No.): (603) 279-8876
	INSURER(S) AFFORDING COVERAGE	
INSURED Small & Beginner Farmers of New Hampshire c/o Doreen Gitschier 206 Currier Rd. Hill NH 03243	INSURER A: Nautilus Ins Co	
	INSURER B: Philadelphia Indemnity Ins. Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC #

COVERAGES **CERTIFICATE NUMBER:** CL1442307561 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		NN412391	4/22/2014	4/22/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ excluded
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
						\$
						DED RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
A	Directors and Officers		NN412391	4/22/2014	4/22/2015	1,000,000/ 1,000 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER (603) 271-1109 New Hampshire Department of Agriculture Markets and Food Gail McWilliam-Jellie PO Box 2042 25 Capital St. Concord, NH 03302-2042	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Madelyn Cancel/MD3 <i>Madelyn Cancel</i>
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New Hampshire

Department of Agriculture,
Markets & Food

Lorraine S. Merrill, Commissioner

FY12 VC-225453
CE-1022829

FY12 138545 152914 BR/LSM

FY13 CE-1026210

March 2, 2012

FY14 128547 198187 BR/LSM

His Excellency Governor John Lynch
And the Honorable Executive Council
State House
Concord, NH 03301

ACTIVITY/GRANT# 1312251342
CATEGORY# 90100
INITIALS: *LSM*

Dear Governor Lynch and Honorable Council:

REQUESTED ACTION

Authorize the NH Department of Agriculture, Markets & Food (NHDAMF) to enter into a grant agreement with the Small & Beginner Farmers of New Hampshire (Vendor Code: 225653) for the period from Governor and Council approval to November 30, 2013 in the amount of \$14,775 to conduct an educational workshop series about the production and marketing of specialty crops. 100% Federal Funds.

Funding is available in account, **02-18-18-185010-28200000 Specialty Crop State Grant**, for appropriations FY12, FY13 and pending budget approval, FY14.

ACCOUNT	FY 2012	FY2013	FY 2014	Total
069-500567 Promotion & Marketing	\$8,000	\$5,000	\$1,775	\$14,775

EXPLANATION

The New Hampshire Department of Agriculture, Markets & Food (NHDAMF) received Specialty Crop Block Grant (SCBG) money from the United States Department of Agriculture to fund seven specific projects. The projects were solicited through the RFP process and submitted for review by USDA, Agricultural Marketing Service as part of our state application. The proposal submitted by the Small & Beginner farmers of New Hampshire was one of these projects accepted by USDA for funding.

In the event that these Federal funds become no longer available, General Funds will not be requested to support this program.

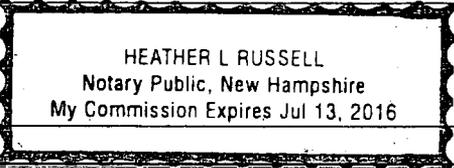
Respectfully submitted,

Lorraine S. Merrill
Commissioner

Subject: Small and Beginner Farmers Project FORM NUMBER P-37 (version 1/09)

AGREEMENT
The State of New Hampshire and the Contractor hereby mutually agree as follows:
GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NH Dept. of Agriculture, Markets & Food</u>		1.2 State Agency Address <u>PO Box 2042, Concord, NH 03302-2042</u>	
1.3 Contractor Name <u>Small and Beginner Farmers of NH</u>		1.4 Contractor Address <u>3 Salachar Rd., Contocook, NH 03229</u>	
1.5 Contractor Phone Number <u>603 876 4562</u>	1.6 Account Number <u>2820 0000</u>	1.7 Completion Date <u>November 30, 2013</u>	1.8 Price Limitation <u>\$14,775</u>
1.9 Contracting Officer for State Agency <u>Lorraine S. Merrill</u>		1.10 State Agency Telephone Number <u>603-271-3788</u>	
1.11 Contractor Signature <u>Kathryn H. Kerman</u>		1.12 Name and Title of Contractor Signatory <u>KATHRYN H. KERMAN, LEADER</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>2/16/12</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] <u>Heather L Russell</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u></u>			
1.14 State Agency Signature <u>Lorraine S. Merrill</u>		1.15 Name and Title of State Agency Signatory <u>Lorraine S. Merrill, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Rosemary Wiant</u> On: <u>3-9-12</u>			
1.18 Approval by the Governor and Executive Council By: <u>[Signature]</u> DEPUTY SECRETARY OF STATE APR 18 2012			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated 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 Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor 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 Contractor notice of termination;
- 8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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 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 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials KK
Date 2/16/12

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

17. 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 given in blocks 1.2 and 1.4, herein.

18. 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 Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. 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.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. 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.

Exhibit A

The grantee shall utilize awarded Specialty Crop Block Grant (SCBG) funds to create and conduct an educational workshop series about production and marketing of specialty crops. All project work shall be managed by the grantee who shall be responsible for all project development and oversight, per the terms of the grant application approved by USDA. Upon completion of the project, the contractor shall submit a written report of the project outcomes per federal reporting guidelines for the SCBG program

Exhibit B

The grant amount shall not exceed \$14,775.00. The grantee shall be paid as follows within 30 days of submission of an invoice and approval of completed work by the Division of Agricultural Development:

\$8,000 in March, 2012 for workshop planning and development
\$5,000 in November, 2012 for workshop implementation
\$1,775 in November, 2013 for final report development

Upon completion of the project, the contractor shall submit a written report of the project outcomes per federal reporting guidelines for the SCBG program.

Certificate of Authority

I, Doreen Gitschier, Treasurer of the Small and Beginner Farmers of New Hampshire
(name) (title) (business/organization)
do hereby certify that:

1. I am the duly elected Treasurer, as voted on at a regular meeting
(title)
on December 5, 2011.
(date)
2. I further certify that Kathryn H. Kerman is authorized to execute any and all
(name)
documents on behalf of the Small and Beginner Farmers of New Hampshire;
(business/organization)
3. 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;

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the

Small and Beginner Farmers of New Hampshire this 17th day of Feb, 2012.
(Title)

Doreen R Gitschier
Printed Name: Doreen R. Gitschier

State of NH
County of Merrimack

On this 17th day of February, 2012, before me Desiree Mahurin the
undersigned officer, personally appeared Doreen Gitschier who
acknowledged him/herself to be the Treasurer of the Small & Beginner Farmers
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.

Desiree L Mahurin
Justice of the Peace/Notary Public

Commission Expiration Date: _____
DESIREE L. MAHURIN, Notary Public
My Commission Expires February 13, 2013

(Seal)

State of New Hampshire
Department of State

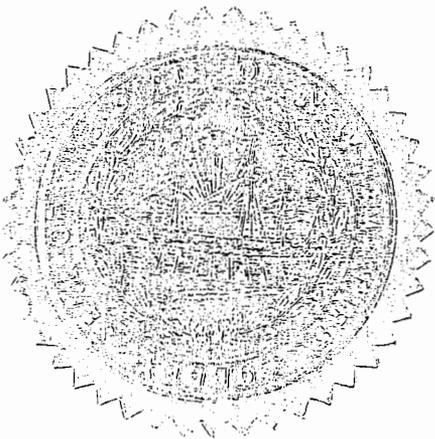
CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Small and Beginner Farmers of New Hampshire is a New Hampshire nonprofit corporation formed April 8, 2004. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of December A.D. 2011



William M. Gardner
Secretary of State





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

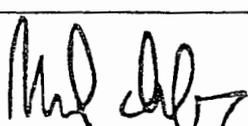
PRODUCER Cross Insurance PO Box 159 977 Whittier Highway Moultonboro NH 03254	CONTACT NAME: Madelyn Dunlap
	PHONE (A/C, No, Ext): (603) 476-5511 FAX (A/C, No): (603) 476-2364
	E-MAIL ADDRESS: mdunlap@crossagency.com
	PRODUCER CUSTOMER ID #: 00107422
INSURED Small & Beginner Farmers of New Hampshire c/o Sandra Brocaar P.O. Box 310 Madison NH 03849	INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Ins Co INSURER B: Philadelphia Indemnity Ins Co 18058 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1161048591 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			NN119278	4/22/2011	4/22/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ excluded
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
	Directors and Officers			PRSD618758	4/22/2011	4/22/2012	E.L. DISEASE - POLICY LIMIT \$
							\$1000 Deductible \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER New Hampshire Department of Agriculture Markets and Food Lorraine F. Merrill PO Box 2042 25 Capital St. Concord, NH 03302-2042	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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