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Shawn N. Jasper, Commissioner

New Hampshire
Department of Agriculture,
Markets & Food

February 23, 2022

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

REQUESTED ACTION

Authorize the New Hampshire Department of Agriculture, Markets and Food, Division of Agricultural Development (DAMF) to enter into a grant with the NH Maple Producers Association (vendor code #160024), Hampstead, NH in the amount of \$62,076 to develop and implement a marketing program for the NH maple industry for the period from Governor and Council approval through September 29, 2024.

100% Federal Funds

Funding is available in account, Specialty Crop Block Grant, in Fiscal Year 2022 and 2023 and are anticipated to be available in Fiscal Year 2024, upon the continued appropriation of funds in the future operating budget as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

02-18-18-180010-88890000 Specialty Crop Block Grant, Farm Bill

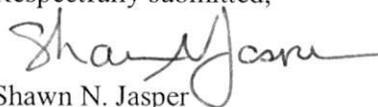
<u>ACCOUNT</u>	<u>FY 2022</u>	<u>FY2023</u>	<u>FY 2024</u>	<u>TOTAL</u>
072-500574 Grants to Local Gov't – Federal	\$15,000	\$30,000	\$17,076	\$62,076

EXPLANATION

The New Hampshire Department of Agriculture, Markets & Food (DAMF) received SCBG money from the United States Department of Agriculture to fund five 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 NH Maple Producers Association was one of the projects accepted by USDA for funding as enumerated in the Grant Agreement.

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

Respectfully submitted,



Shawn N. Jasper
Commissioner

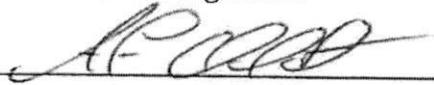
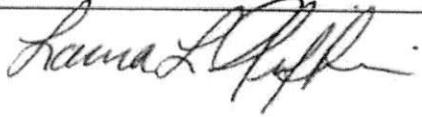
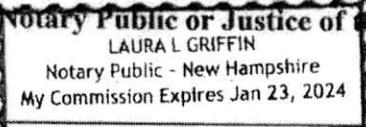
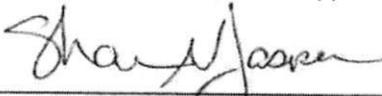
VC 160024

GRANT AGREEMENT

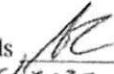
The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Agriculture, Markets & Food		1.2. State Agency Address PO Box 2042, Concord, NH 03302	
1.3. Grantee Name NH Maple Producers Association		1.4. Grantee Address 641 Main St., Hampstead, NH 03841	
1.5. Grantee Phone # 603-833-2347	1.6. Account Number	1.7. Completion Date September 29, 2024	1.8. Grant Limitation \$62,076.00
1.9. Grant Officer for State Agency		1.10. State Agency Telephone Number 603-271-3551	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Andrew Chisholm President	
1.13. Acknowledgment: State of New Hampshire, County of Rockingham, on 2/8/22, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)			
			
1.13.2. Name & Title of Notary Public or Justice of the Peace Laura L. Griffin Notary Public			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Shawn N. Jasper, Commissioner	
1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable)			
By: /s/ Stacie M. Maeson		Assistant Attorney General, On: 03/04/2022	
1.17. Approval by Governor and Council (if applicable)			
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"), 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 hereinafter referred to as "the Project").

Grantee Initials 
Date 2/8/2022

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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided 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 payment 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 and RSA 31:95-b.
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 of 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 the 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 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, paper, 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 OR 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.
- 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 of 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

Grantee Initials 

Date 2/8/2022

- 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 interest 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, workmen'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 or 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 own 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 workmen'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 \$1,000,000 per occurrence and \$2,000,000 aggregate 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 18.1 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 thereof 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 of 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 intend 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.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Exhibit A

If the date for commencement for Exhibit A precedes the Effective Date all services performed by the Grantee between the commencement date and the Effective Date shall be performed at the sole risk of the Grantee and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the Grantee for any costs incurred or services performed.

Exhibit B

The grantee shall utilize awarded Specialty Crop Block Grant (SCBG) funds to develop and implement a marketing program for the NH Maple industry.

Outcomes expected via detailed work plan provided:

- Raise awareness among consumers of real maple syrup and how it is produced.
- Provide marketing training for producers.
- Increase maple sales by 1% each year of the project.

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. This includes adhering to applicable federal grant uniform administrative requirements as specified in the Code of Federal Regulations as follows:

- Grant funds awarded to state, local, and Tribal governments; public and private colleges and universities; and non-profit organizations are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in 2 CFR part 200 and 2 CFR part 400.
- Grant funds awarded to federal government entities are subject to the Uniform Administrative Requirements and Cost Principles for Federal Awards contained in 2 CFR part 200 and 2 CFR part 400.
- Grant funds awarded to For-Profit Organizations are subject to the Uniform Administrative Requirements contained in 2 CFR part 200 and 2 CFR part 400, and the Cost Principles contained in the Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations, codified at 48 CFR 31.2.
- Recipients are responsible for the consistent application of the Federal regulations to the SCBGP grant funds. Recipients are responsible for ensuring their contractors/consultants comply with the Federal regulations.
- The CFR is accessible on the National Archives and Records Administration website and in the Electronic Code of Federal Regulations at www.ecfr.gov.

Prior Approval Requirements: To make any changes to this project (including, but not limited to, scope of work, budget, equipment purchase, rental, contractor rates, key personnel, etc.) the

Initials *AC*

Date *2/8/2022*

grantee must submit a written request detailing the desired changes and obtain written approval from the Director Division of Agricultural Development. Some changes may also require approvals from the US Department of Agriculture, Agricultural Marketing Service.

Reporting/Monitoring: Upon completion of the project, the Grantee shall submit a written report of the project outcomes per federal reporting guidelines for the SCBG program and following the SCBGP report template. For multi-year projects, two written progress reports per year are also required, one in June and one in December, following specific federal reporting guidelines. Grantee may be subject to monitoring site visits from the NH Department of Agriculture, Markets & Food, or the US Department of Agriculture.

Records: Record retention and accessibility is governed by 2 CFR 200.333 and 200.337. Recipient must retain financial records, project records, and supporting documents for a period of three years from the date the Grant Agreement is closed or until final resolution of any litigation related to the grant.

State, local, and tribal governments, non-profit organizations, and institutions of higher education that expend more than \$750,000 annually in Federal awards must comply with the single audit requirements contained in 2 CFR 200 Subpart F, and are required to submit a copy of the single audit report to OGA.

Acknowledgement: Grantees are not required to acknowledge USDA, AMS support through oral or written presentation; however, if the Grantee chooses to add an acknowledgement of support, it must read as follows:

“This publication (or project) was supported by the U.S. Department of Agriculture’s (USDA) Agricultural Marketing Service through grant [Insert Agreement Number]. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the USDA.”

Note that USDA symbols or logos are only intended for the official use of the USDA. They are expressly excluded from use to imply endorsement of a commercial product or service. The symbol or logo may not be used by anyone outside of USDA without permission.

Exhibit C

The grant amount shall not exceed \$62,076.00. The grantee shall be paid as follows within 30 days of submission of an invoice detailing work done and work to be completed with the funds. Copies of receipts for any new project expenditures must also be submitted. Invoices must be approved by the Director, Division of Agricultural Development. All expenditures must be made as per the approved scope of work and budget.

Initials

Date

\$15,000 in March, 2022

\$15,000 in July, 2022

\$15,000 in January, 2023

\$15,000 in January, 2024

\$2,076 in ~~December~~, 2024

September

Allowable/Unallowable Cost: A cost is unallowable if it does not comply with applicable cost principles, program requirements, or other terms and conditions of the Grant Agreement. A cost is also unallowable if it does not solely benefit specialty crops, is not contained in the approved scope of work, or is not necessary and reasonable to advance the work of the project. Unallowable costs will not be reimbursed.

Program Income: Program income that is earned from activities supported by or as a result of the grant must be reinvested into the project, and must be expended on allowable project costs that solely enhance the competitiveness of specialty crops. It is unallowable to expend program income on unallowable costs.

Program income information is reported on the progress and final reports and includes the nature or source of the program income (e.g., registration fees), the amount, and a description of how the program income will be used to solely enhance the competitiveness of specialty crops. The amount of program income is reported on the invoices as well as in the progress and final reports.

Equipment Purchase: The purchase of special use equipment is allowed with pre-approval and if it meets specific criteria related to the project. Equipment is subject to the full range of acquisition, use, management, and disposition requirements under 2 CFR part 200.313 as applicable.

Travel costs: Travel costs are allowed when travel costs are limited to those allowed by formal organizational policy; in the case of air travel, the lowest reasonable commercial airfares must be used.

Grantees who do not have formal travel policies and for-profit subrecipients' allowable travel costs may not exceed those established by the Federal Travel Regulation, issued by GSA, including the maximum per diem and subsistence rates prescribed in those regulations. This information is available at <http://www.gsa.gov>. If a grantee organization has no formal travel policy, those regulations will be used to determine the amount that may be charged for travel costs.

Initials

Date

AC
2/8/2022

Sent to Stephanie

2/8/2022

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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 NEW HAMPSHIRE MAPLE PRODUCERS ASSOCIATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 04, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **62199**

Certificate Number: **0005647181**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of January A.D. 2022.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Certificate of Authority

I, Alisha A. Powell, Secretary of the New Hampshire Maple Producers Ass'n
(name of certifying officer) (title) (organization/business)

do hereby certify that the following is a true copy of a vote taken at a meeting of the board of directors/shareholders, duly called and held on January 15, 2022 at which a quorum of the directors/shareholders were present and voting.
(date of meeting)

It was voted that:

Andrew Chisholm is duly authorized to enter a contract on behalf of
(name of person being certified)

New Hampshire Maple Producers Association with the State of New Hampshire, Department
(name of organization/business)

of Agriculture, Markets & Food and further, is authorized to execute any documents which may, in his/her judgment, be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date hereof;

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the
(title)
New Hampshire Maple Producers Ass'n this 15th day of February, 2022.
(organization/business)

[Signature]
(signature of certifying officer)

Printed Name: Alisha A. Powell
(Print name of certifying officer)

State of New Hampshire
County of Chester

On this 15th day of Feb, 2022 before me Dawn Gehrung DM the undersigned officer, personally appeared Alisha Powell who acknowledged him/herself to be the Secretary of the NH Maple Producers Association 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.

[Signature]
Justice of the Peace/Notary Public

(Seal)

Commission Expiration Date: 10.17.23

