

48

New Hampshire  
Department of Agriculture,  
Markets & Food

Shawn N. Jasper, Commissioner

45

February 28, 2024

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

**REQUESTED ACTION**

1. Authorize the Department of Agriculture, Markets, and Food (DAMF), Division of Agricultural Development to award grants as indicated in the attached table totaling \$143,364.10 from the Local Food for Schools Cooperative Grant Program to two (2) recipients to procure local commodity foods for schools participating in the National School Lunch Program (NSLP) effective upon Governor and Council approval through June 30, 2024. **100% Federal Funds.**
2. Contingent upon the approval of Requested Action #1, authorize DAMF to disburse advance payments to the two (2) recipients as detailed on the attached list in the amounts shown, effective upon Governor and Council approval. **100% Federal Funds.**

The individual awards for which we are requesting Governor and Executive Council approval are as follows (individual grant agreements and award notices attached):

Item #	Vendor #	Name of School District	Award Amount to be Approved	Advance Payment Amount
1	177323	Manchester School District	\$130,772.80	\$20,000.00
2	177189	Somersworth School District	\$12,591.30	\$10,000.00
		<b>Total</b>	<b>\$143,364.10</b>	<b>\$30,000.00</b>

Funding is available in account Local Food for Schools as follows:

FY 2024

02-18-18-180010-32850000-072-502636 – Fruits & Vegetables – School Lunch Program \$143,364.10

**EXPLANATION**

On August 23, 2023, Governor and Executive Council approved the funding for the Local Food for School Cooperative Grant Program (Item #52) for the purpose of procuring local commodity foods for schools participating in the National School Lunch Program. This program is designed to strengthen the food system for schools by expanding local and regional markets; help build a resilient local food chain; and support local producers and small businesses in NH.

DAMF is accepting applications from eligible school districts on a rolling basis through June 30, 2024. Requests for award authorizations for those over \$10,000 will be submitted to the Governor and Executive Council in "batch" approval requests.

The Award shall be administered through advance payments as follows: Awards under \$9,999 will receive an advance in the full amount of the award; Awards from \$10,000 to \$20,000 will receive advance payment of \$10,000; Awards greater than \$20,001 will receive an advance payment of \$20,000. Upon submission of monthly reporting and supporting documentation (receipts, invoices, proof of purchase) verifying expenditure of advance to purchase eligible food from local and regional farmers/producers as defined in Local Food for Schools Cooperative Agreement Program Request for Applications, the Grantee may request additional disbursements no greater than their first advance payment until the full amount of the award is expended.

Awards issued in this batch total \$166,116.80 leaving \$335,151.03 available for approval and allocation. Within the total awards issued by DAMF in this batch, awards equaling \$143,364.10 are being submitted for approval by Governor and Executive Council as part of this request because they exceed the \$10,000 per entity threshold. Attached you will find a cumulative list of awards issued, including those awards issued to entities below that threshold.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Shawn N. Jasper". The signature is fluid and cursive, with a large loop at the end.

Shawn N. Jasper  
Commissioner

**Cumulative Tables:**

<b>Approved by G &amp; C Date</b>	<b>Vendor #</b>	<b>Name of School District</b>	<b>Award Amount to be Approved</b>	<b>Advance Payment Amount</b>
Pending 3/13/24	177323	Manchester School District	\$130,772.80	\$20,000.00
Pending 3/13/24	177189	Somersworth School District	\$12,591.30	\$10,000.00
12/20/23	177490	Concord School District	\$29,158.80	\$20,000.00
12/20/23	177380	Dover School District	\$10,934.55	\$10,000.00
12/20/23		White Mountains Regional School District	\$10,006.77	\$10,000.00
		<b>Total</b>	<b>\$193,464.22</b>	<b>\$70,000.00</b>

<b>No G &amp; C Approval Needed</b>	<b>Vendor #</b>	<b>Name of School District</b>	<b>Award Amount to be Approved</b>	<b>Advance Payment Amount</b>
2/21/24	154558	Haverhill Cooperative School District	\$3,070.51	\$3,070.51
2/21/24	159907	Milton School District	\$2,584.53	\$2,584.53
2/21/24	159927	Northumberland School District	\$3,180.96	\$3,180.96
2/21/24	159948	Seabrook School District	\$5,080.70	\$5,080.70
2/21/24	159971	Wakefield School District	\$4,086.65	\$4,086.65
2/21/24	177494	Warren School District	\$530.16	\$530.16
2/21/24	159980	Winchester School District	\$4,219.19	\$4,219.19
12/5/23	154378	Lincoln-Woodstock Cooperative School District	\$1,192.86	\$1,192.86
12/5/23	177428	Littleton School District	\$6,428.19	\$6,428.19
		<b>Total</b>	<b>\$30,373.75</b>	<b>\$30,373.75</b>

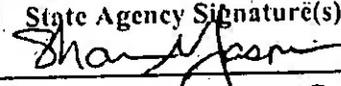
GRANT AGREEMENT

Vendor Code

177323

The State of New Hampshire and the Grantee hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

I. Identification and Definitions.

1.1. State Agency Name Department of Agriculture, Markets and Food		1.2. State Agency Address P.O. Box 2042, Concord, NH 03302	
1.3. Grantee Name Manchester School District		1.4. Grantee Address 20 Hecker St. Manchester, NH 03102	
1.5. Grantee Phone # 603-624-6300	1.6. Account Number 32850000-502636	1.7. Completion Date June 30, 2024	1.8. Grant Limitation \$ 130,772.80
1.9. Grant Officer for State Agency Joshua K. Marshall		1.10. State Agency Telephone Number 603-271-3788	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Jennifer Allen Superintendent	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Shawn N. Jasper, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Sheri Phillips Assistant Attorney General, On: 2/21/2024			
1.16. 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 B (the scope of work being hereinafter referred to as "the Project").

Grantee Initials  
Date

  
Date 2/21/23

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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("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 1.7 (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 C, attached hereto.

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

5.3. In accordance with the provisions set forth in EXHIBIT C, 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, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 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 "Event 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.

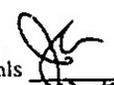
12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing 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 12/10/27

- 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 B 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:**
- 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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
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, if required or by the signing State Agency.
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.
24. **SPECIAL PROVISIONS:** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

*[Handwritten Signature]*  
 Date *12/20/22*

Exhibit A

1. 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.

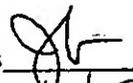
Initials JK  
Date 12/20/76

Exhibit B

1. **Overview:** The Grantee shall utilize awarded Local Food for Schools Cooperative Agreement Program funds to purchase food from local and regional farmers/producers to increase the consumption of local foods and build and expand economic opportunity for New Hampshire farmers.
2. **Approval by Governor and Executive Council (G&C):** The Grant Award ("Award") for the Project is contingent upon approval by the G&C. The Grantee shall not be eligible to receive funds absent approval of the Award by the G&C. The date of approval by G&C will be considered the 'Effective Date'.
3. **Conditional Nature of the Agreement:** Notwithstanding anything in this Agreement to the contrary, all obligations of the New Hampshire Department of Agriculture, Markets & Food (DAMF) 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 DAMF 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 DAMF 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.
4. **Nature of the Award:** The Award shall be administered through advance payments as follows: Awards under \$9,999 will receive an advance in the full amount of the award; Awards from \$10,000 to \$20,000 will receive advance payment of \$10,000; Awards greater than \$20,001 will receive an advance payment of \$20,000. Upon submission of monthly reporting and supporting documentation (receipts, invoices, proof of purchase) verifying expenditure of advance to purchase eligible food from local and regional farmers/producers as defined in Local Food for Schools Cooperative Agreement Program (LFS) Request for Applications (RFA), the Grantee may request additional disbursements no greater than their first advance payment until the full amount of the award is expended. The Award amount is the maximum amount that can be disbursed for the Project.
5. **Allowed/Disallowed Expenditures:** Funds must be utilized only for food purchases. All food purchased must be unprocessed or minimally processed and meet the definitions of domestic and local, as defined in section 1:1.1 of the LFS RFA.
6. **Project Completion Deadline:** The Project shall be completed by June 30, 2024.
7. **Reporting:** The Grantee shall report monthly, including supporting documentation (receipts, invoices, proof of purchase) of all expenses using grant funds using the form provided by the DAMF. DAMF may modify the reporting requirements, modify the reporting form, and/or request additional information at any time.

Initials

Date

  
12/20/23

8. **Record Keeping:** Between the date of approval by Governor and Council and the date three (3) years after the completion date, the Grantee shall keep detailed accounts of all expenses and activities pertaining to the Project. Such accounts shall be supported by all necessary documentation.
9. **Personnel:** The Grant Officer, identified in Paragraph 1.9 of G1 agreement, shall be the representative of the DAMF 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.
10. **Grantee's Relation to DAMF:** In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the LFS, and are neither agents nor employees of the State or the DAMF. Neither the Grantee nor any of its officers; employees, agents, members, subcontractors, shall have authority to bind DAMF nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
11. **Public Disclosure Notification:** The names and business addresses of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the DAMF website.

DAMF will assert that the other financial information submitted in support of this award by a individual or private, non-governmental entity in an application or report is confidential financial information that is exempt from disclosure under RSA 91 -A:5,IV, unless ordered to disclose such information by a court of competent jurisdiction.

12. **Certification:** The Grantee certifies to the best of its knowledge and belief, that it and its principals:
  - A) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - D) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

Initials JK

Date 12/28/20

Exhibit C

1. **Payment Process:** In order to receive payment of your grant, you must first be registered with the New Hampshire Department of Administrative Services (DAS) for a State of New Hampshire vendor number. If you already have a vendor number and supplied it to DAMF, initial payment will be made once we receive Governor and Council approval. If you do not already have a vendor number, registration is available at:  
[https://apps.das.nh.gov/vendorregistration/\(S\(rnkbxvllloscaesvq1n3np2\)\)/welcome.aspx](https://apps.das.nh.gov/vendorregistration/(S(rnkbxvllloscaesvq1n3np2))/welcome.aspx).

2. **Method of Disbursement:** Payment by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

The State shall disburse a maximum of \$130,772.80 for the purposes of performing the services described in Exhibit B.

Advance payments will be made as follows: Awards under \$9,999 will receive an advance in the full amount of the award; Awards from \$10,000 to \$20,000 will receive advance payment of \$10,000; Awards greater than \$20,001 will receive an advance payment of \$20,000. Upon submission of monthly reporting and supporting documentation (receipts, invoices, proof of purchase) verifying expenditure of advance to purchase eligible food from local and regional farmers/producers as defined in Local Food for Schools Cooperative Agreement Program (LFS) Request for Applications (RFA), the Grantee may request additional disbursements no greater than their first advance payment until the full amount of the award is expended.

3. **Return of Funds:** Grantee shall return all portions of the advance payment to DAMF that they are not able to substantiate or expend on eligible project items. Funds shall be returned within 90 days of the end of project completion deadline as defined in Exhibit B section 6.

Upon the occurrence of any event of default or breach of this agreement DAMF may take any one, or more, or all, of the following actions:

- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both in accordance with provision 11 of the G1 Agreement.

Initials   
Date 12/20/21

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Angela M. Carey, hereby certify that I am duly elected Clerk/Secretary/Officer of  
(Name)  
Board of School Committee. I hereby certify the following is a true copy of a vote taken at  
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on August 14, 2023,  
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Dr. Jennifer Gillis (may list more than one person) is  
(Name and Title) Superintendent of Schools

duly authorized to enter into contracts or agreements on behalf of

Manchester School District with the State of New Hampshire and any of  
(Name of Corporation)

its agencies or departments 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 of the contract to which this certificate is attached. This authority  
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify  
that it is understood that the State of New Hampshire will rely on this certificate as evidence that  
the person(s) listed above currently occupy the position(s) indicated and that they have full  
authority to bind the corporation. To the extent that there are any limits on the authority of any  
listed individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

DATED: December 12, 2023

ATTEST:

Angela M. Carey  
(Name & Title) Board Clerk

Kevin J. O'Neil  
Risk Manager



**CITY OF MANCHESTER**  
*Office of Risk Management*

**CERTIFICATE OF COVERAGE**

NH Department of Agriculture, Markets and Food  
25 Capitol Street  
Concord, NH 03301

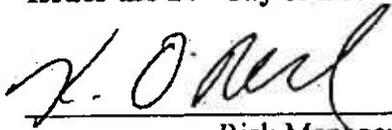
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage within the financial limits of RSA 507-B as follows:

	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
	Aggregate	2000
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
	Aggregate	2000
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD  
Re: Local Food for Schools Cooperative (Grant) \$130,772.00

Issues the 14<sup>th</sup> day of December, 2023

  
\_\_\_\_\_  
Risk Manager

Vendor Code  
177189

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 and Food		1.2. State Agency Address P.O. Box 2042, Concord, NH 03302	
1.3. Grantee Name Somersworth School District		1.4. Grantee Address	
1.5. Grantee Phone #	1.6. Account Number 32850000-502636	1.7. Completion Date June 30, 2024	1.8. Grant Limitation \$ 12,591.30
1.9. Grant Officer for State Agency Joshua K. Marshall		1.10. State Agency Telephone Number 603-271-3788	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 <i>Law Goscenki</i>		1.12. Name & Title of Grantee Signor 1 LAW GOSCENKI, SUPERINTENDENT	
Grantee Signature 2		Name & Title of Grantee Signor 2 JAN 15 2024	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) <i>Shawn N. Jasper</i>		1.14. Name & Title of State Agency Signor(s) Shawn N. Jasper, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Sheri Phillips</i> Assistant Attorney General, On: 2/21/2024			
1.16. 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 B (the scope of work being hereinafter referred to as "the Project").

Grantee Initials *PLG*  
Date  
JAN 15 2024

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 required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("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 1.7 (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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, 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, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 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

- 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 B 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.
- 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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
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, if required or by the signing State Agency.
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 assigns. 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.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

JAN 15 2026

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

JAN 13 2026

**Exhibit A**

1. 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.

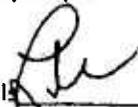
Initials



Date JAN 15 2024

Exhibit B

1. **Overview:** The Grantee shall utilize awarded Local Food for Schools Cooperative Agreement Program funds to purchase food from local and regional farmers/producers to increase the consumption of local foods and build and expand economic opportunity for New Hampshire farmers.
2. **Approval by Governor and Executive Council (G&C):** The Grant Award ("Award") for the Project is contingent upon approval by the G&C. The Grantee shall not be eligible to receive funds absent approval of the Award by the G&C. The date of approval by G&C will be considered the 'Effective Date'.
3. **Conditional Nature of the Agreement:** Notwithstanding anything in this Agreement to the contrary, all obligations of the New Hampshire Department of Agriculture, Markets & Food (DAMF) 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 DAMF 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 DAMF 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.
4. **Nature of the Award:** The Award shall be administered through advance payments as follows: Awards under \$9,999 will receive an advance in the full amount of the award; Awards from \$10,000 to \$20,000 will receive advance payment of \$10,000; Awards greater than \$20,001 will receive an advance payment of \$20,000. Upon submission of monthly reporting and supporting documentation (receipts, invoices, proof of purchase) verifying expenditure of advance to purchase eligible food from local and regional farmers/producers as defined in Local Food for Schools Cooperative Agreement Program (LFS) Request for Applications (RFA), the Grantee may request additional disbursements no greater than their first advance payment until the full amount of the award is expended. The Award amount is the maximum amount that can be disbursed for the Project.
5. **Allowed/Disallowed Expenditures:** Funds must be utilized only for food purchases. All food purchased must be unprocessed or minimally processed and meet the definitions of domestic and local, as defined in section 1.1.1 of the LFS RFA.
6. **Project Completion Deadline:** The Project shall be completed by June 30, 2024.
7. **Reporting:** The Grantee shall report monthly, including supporting documentation (receipts, invoices, proof of purchase) of all expenses using grant funds using the form provided by the DAMF. DAMF may modify the reporting requirements, modify the reporting form, and/or request additional information at any time.

Initial 

Date

JAN 15 2024

8. **Record Keeping:** Between the date of approval by Governor and Council and the date three (3) years after the completion date, the Grantee shall keep detailed accounts of all expenses and activities pertaining to the Project. Such accounts shall be supported by all necessary documentation.
9. **Personnel:** The Grant Officer, identified in Paragraph 1.9 of G1 agreement, shall be the representative of the DAMF 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.
10. **Grantee's Relation to DAMF:** In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the LFS, and are neither agents nor employees of the State or the DAMF. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind DAMF nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
11. **Public Disclosure Notification:** The names and business addresses of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the DAMF website.

DAMF will assert that the other financial information submitted in support of this award by a individual or private, non-governmental entity in an application or report is confidential financial information that is exempt from disclosure under RSA 91 -A:5, IV, unless ordered to disclose such information by a court of competent jurisdiction.

12. **Certification:** The Grantee certifies to the best of its knowledge and belief, that it and its principals:
  - A) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - D) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

Initials



Date

JAN 15 2024

Exhibit C

1. **Payment Process:** In order to receive payment of your grant, you must first be registered with the New Hampshire Department of Administrative Services (DAS) for a State of New Hampshire vendor number. If you already have a vendor number and supplied it to DAMF, initial payment will be made once we receive Governor and Council approval. If you do not already have a vendor number, registration is available at:  
[https://apps.das.nh.gov/vendorregistration/\(S\(mkxbvllfoscaesvql1n3np2\)\)/welcome.aspx](https://apps.das.nh.gov/vendorregistration/(S(mkxbvllfoscaesvql1n3np2))/welcome.aspx).
2. **Method of Disbursement:** Payment by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

The State shall disburse a maximum of \$12,591.30 for the purposes of performing the services described in Exhibit B.

Advance payments will be made as follows: Awards under \$9,999 will receive an advance in the full amount of the award; Awards from \$10,000 to \$20,000 will receive advance payment of \$10,000; Awards greater than \$20,001 will receive an advance payment of \$20,000. Upon submission of monthly reporting and supporting documentation (receipts, invoices, proof of purchase) verifying expenditure of advance to purchase eligible food from local and regional farmers/producers as defined in Local Food for Schools Cooperative Agreement Program (LFS) Request for Applications (RFA), the Grantee may request additional disbursements no greater than their first advance payment until the full amount of the award is expended.

3. **Return of Funds:** Grantee shall return all portions of the advance payment to DAMF that they are not able to substantiate or expend on eligible project items. Funds shall be returned within 90 days of the end of project completion deadline as defined in Exhibit B section 6.

Upon the occurrence of any event of default or breach of this agreement DAMF may take any one, or more, or all, of the following actions:

- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both in accordance with provision 11 of the G1 Agreement.

Initials



Date

JAN 15 2024

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Katie Krauss, hereby certify that I am duly elected Clerk/Secretary/Officer of  
(Name)  
Somersworth School District hereby certify the following is a true copy of a vote taken at  
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on August 29, 2023  
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Lou Gosenski (may list more than one person) is  
(Name and Title) Superintendent

duly authorized to enter into contracts or agreements on behalf of

Somersworth School District with the State of New Hampshire and any of  
(Name of Corporation)

its agencies or departments 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 of the contract to which this certificate is attached. This authority  
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify  
that it is understood that the State of New Hampshire will rely on this certificate as evidence that  
the person(s) listed above currently occupy the position(s) indicated and that they have full  
authority to bind the corporation. To the extent that there are any limits on the authority of any  
listed individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

DATED: 1/16/24

ATTEST: Kathleen  
(Name & Title)  
School District Clerk



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per-occurrence limit shall be deemed included in the Member's per-occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member: General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Somersworth School District SAU #56 51 West High Street Somersworth, NH 03878		<b>Member Number:</b> 784	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> PO Box 23 Hooksett, NH 03106-9716	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply If Not	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk Includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.				

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>  By: <i>Mary Beth Purcell</i>  Date: 1/22/2024    mpurcell@nhprimex.org  Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax
NH Department of Agriculture, Markets & Food PO Box 2042 Concord, NH 03302			