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**New Hampshire**  
Department of Agriculture,  
Markets & Food

Shawn N. Jasper, Commissioner

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February 28, 2024

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 Cooperative Project Agreement (CPA) with the University of New Hampshire in the amount of \$557,714.00 to assist in developing new market opportunities for local producers and processors within the Resilient Food Systems Infrastructure Program, effective upon Governor and Council approval through May 24, 2027. 100% Federal Funds.

Funding is available in account, Resilient Food System Infrastructure, as follows:

02-18-18-180010-28710000 Resilient Food System Infrastructure

	<u>FY2024</u>
072-509073 Grants Federal	\$557,714.00

**EXPLANATION**

The New Hampshire Department of Agriculture, Markets & Food (DAMF) was authorized to accept and expend funding for the Resilient Food Systems Infrastructure Program (RFSI) by Governor and Council on August 23, 2023 (Item 57). RFSI is intended to serve middle-of-the-supply-chain needs to add value and provide more, new, and better markets for locally or regionally produced food. This program is to support food system crops and products meant for human consumption, excluding meat and poultry.

As part of the New Hampshire State Plan for RFSI, we propose to partner with UNH Cooperative Extension to engage in supply chain coordination activities. These activities include:

- Hosting meeting to inform farms and food businesses about funding opportunities and encouraging ideas for collaboration and aggregation of products;
- Consulting with farms and food business owners to answer questions and assist in applying for the state funds;
- Work with farms and food businesses to utilize business planning resources;
- Support the NH Food Alliance with development of a NH Food and Agriculture Strategic Plan;
- Organize and provide professional development for agricultural service providers in NH;
- Organize and provide professional development for farmers and food business owners;
- Organize and host tours for NH farmers and food business owners to see other food businesses that support co-packing, co-branding, co-distribution, and other successful collaborative efforts around the region;

UNH will provide six-month and annual reports on project activities and a final report at the conclusion of the RFSI program.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Shawn N. Jasper". The signature is written in a cursive style with a large, stylized initial "S".

Shawn N. Jasper  
Commissioner

**COOPERATIVE PROJECT AGREEMENT**

between the

**STATE OF NEW HAMPSHIRE, DEPARTMENT OF AGRICULTURE, MARKETS AND FOOD**  
and the

**University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE**

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, Department of Agriculture, Markets and Food, (hereinafter "State"), and the University System of New Hampshire, acting through University of New Hampshire, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on 5/24/27. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

**Project Title: Support for NH's Regional Food Systems Infrastructure Program**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

**State Project Administrator**

Name: Joshua Marshall  
 Address: NH Dept Agriculture, Markets & Food  
 P.O. Box 2042  
 Concord, NH 03302-2042  
 Phone: 603-271-3688

**Campus Project Administrator**

Name: Dianne Hall  
 Address: University of New Hampshire  
 Sponsored Programs Administration  
 51 College Rd  
 Durham, NH 03824  
 Phone: 603-862-1942

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

**State Project Director**

Name: Joshua Marshall  
 Address: NH Dept Agriculture, Markets & Food  
 P.O. Box 2042  
 Concord, NH 03302-2042  
 Phone: 603-271-3688

**Campus Project Director**

Name: Seth Wilner  
 Address: Cooperative Extension  
 Taylor Hall  
 59 College Rd  
 Durham, NH 03824  
 Phone: 603-863-9200

F. Total State funds in the amount of \$557,714 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share \_\_\_\_\_ % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. RFSI\_NH from USDA AMS under CFDA# 10.190. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) \_\_\_\_\_ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H.  State has chosen not to take possession of equipment purchased under this Project Agreement.  
 State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the University of New Hampshire and the State of New Hampshire, Department of Agriculture, Markets and Food have executed this Project Agreement.

**By An Authorized Official of:  
University of New Hampshire**

Name: Karen M. Jensen  
Title: Director, Pre-Award Compliance  
Signature and Date: *Karen Jensen*

**By An Authorized Official of:  
Department of Agriculture, Markets and Food**

Name: Shawn N. Jasper  
Title: Commissioner  
Signature and Date: *Shawn Jasper* 2/6/2024

**By An Authorized Official of: the New  
Hampshire Office of the Attorney General**  
Name: Sheri Phillips

Title: Assistant Attorney General  
Signature and Date: *Sheri Phillips* 2/22/2024

**By An Authorized Official of: the New  
Hampshire Governor & Executive Council**  
Name: \_\_\_\_\_

Title: \_\_\_\_\_  
Signature and Date: \_\_\_\_\_

## EXHIBIT A

- A. Project Title:** Support for NH's Regional Food Systems Infrastructure Program
- B. Project Period:** Upon approval by Governor and Council- May 24, 2027
- C. Objectives:** Outcome 1: Develop New Market Opportunities for Local/Regional Producers and Processors
- Indicators
- 1.1 Number of stakeholders that received direct technical assistance
    - 1.1a of 1.1 how many were farmers/producers
    - 1.1b of 1.1 how many were Infrastructure Grant recipients
    - 1.1c of 1.1 how many were priority audiences for the state
  - 1.2 Number of events conducted e.g., webinars, conferences, trainings etc
  - 1.3 Number of stakeholders reached through events
  - 1.4 Number of supply chain connection made between farmers, processors, aggregators, retailers, and/or distributors
    - 1.4a of 1.4 the number that resulted in new or increased sales of agricultural products
- D. Scope of Work:** UNH Cooperative Extension will implement the following activities:
- Host meetings to inform farms and food business about the funding opportunity and encourage ideas for collaboration and aggregation of products.
  - Consult with farms and food business owners to answer questions and assist in applying for the state funds.
  - Work with farms and food businesses to utilize business planning that assesses ways for:
    - o Healthy infrastructure investment to allow these businesses to scale to an effective level (up or down).
    - o Work collaboratively to expand market reach and/or meet the needs of existing market channels.
    - o Model the financial and tax implications of changes.
    - o Learn about the legal implications or prepare legal business structures to comply with state and federal regulations.
    - o Advance marketing efforts to assist in changes that result from infrastructure investments.
  - Work with the NH Food Alliance to ensure they have the resources and support to fulfill their subaward.
  - Organize and provide professional development that meets the desired skill building of agriculture service providers across NH.
  - Organize and provide professional development for farmers and food business owners to empower them to have lasting networks where they teach and support each other (farmer-to-farmer peer support networks).
  - Organize and host tours for NH farmers and food business owners to see other food businesses that support co-packing, co-branding, co-distribution, and other successful collaborative efforts around the region.
  - Specific and direct engagement with traditionally underserved farmer communities to ensure they have the opportunity to participate in these programs.
    - o Provide assistance to these communities to form their own collaborative networks if they desire.
    - o Provide assistance for these communities to form peer-to-peer support networks if they desire.

o Provide assistance for individual farms and food businesses that meet their needs for safety and inclusion.

**E. Deliverables Schedule:** 6 month and annual reports on project activity due May and November of 2025, 2026, and 2027. Final report due by May 24, 2027.

**F. Budget and Invoicing Instructions:** Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories as shown below. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date.

Budget Item	State Funding
1. Salaries & Wage	\$131,108
2. Fringe Benefits	\$43,528
3. Travel	\$0
4. Supplies and Services	\$279,000
5. Equipment	\$0
6. Facilities and Admin Costs	\$104,078
Total	\$557,714

## EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here:  None or **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above.**