

New Hampshire
Department of Agriculture,
Markets & Food

Lorraine S. Merrill, Commissioner



May 15, 2013

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Executive Council
State House
Concord, NH 03301

Dear Governor Hassan and Honorable Council:

REQUESTED ACTION

Authorize the NH Department of Agriculture, Markets & Food (NHDAMF) to enter into a grant agreement with the Hillsborough County Conservation District (Vendor Code: 154768 B001) for the period from Governor and Council approval to June 30, 2014 in the amount of \$19,905 to conduct a study to examine the potential for expanding opportunities to institutional markets. 100% Federal Funds.

Funding is available in account, Specialty Crop Block Grant, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified, pending FY 14 budget approval.

Funding is available in FY 2013 as follows: 02-18-18-185010-33460000 Specialty Crop Block Grant, #12-25-B-1475

<u>ACCOUNT</u>		<u>FY 2013</u>	<u>FY2014</u>	<u>Total</u>
334600000-500575	Grants – Federal	\$11,000	\$8,905	\$19,905

EXPLANATION

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

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

Respectfully submitted,

Handwritten signature of Lorraine S. Merrill in black ink.

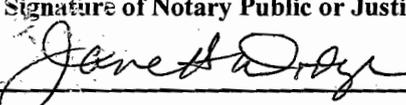
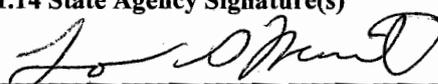
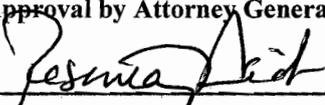
Lorraine S. Merrill
Commissioner

GRANT AGREEMENT

Subject: Hillsborough County Marketing Project

GENERAL PROVISIONS

1. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name NH Dept. of Agriculture, Markets & Food		1.2 State Agency Address PO Box 2042, Concord, NH 03302-2042	
1.3 Grantee Name Hillsborough County Conservation District		1.4 Grantee Address 468 Route 13 South, Milford, NH 03055	
1.5 Effective Date	1.6 Completion Date June 30, 2014	1.7 Audit Date	1.8 Grant Limitation 19,905.00
1.9 Grant Officer for State Agency Lorraine S. Merrill		1.10 State Agency Telephone Number 603-271-3788	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Roger Noonan, District Supervisor	
1.13 Acknowledgment: State of New Hampshire, County of <u>Rockingham</u> On <u>03/21/2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between;"> <u>Jane H. Dodge</u> <div style="text-align: right;"> JANE H. DODGE Notary Public - New Hampshire My Commission Expires June 20, 2017 </div> </div>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Lorraine S. Merrill, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution)			
By: 		Attorney, On: <u>4/19/13</u>	
1.17 Approval by the Governor and Council			
By:		On: / /	

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 or employee of the Grantee and no representative, officer of 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 interests 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, worker'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 of 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 sole 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 worker'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 \$2,000,000 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier

than ten (10) days after written notice 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 or 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.

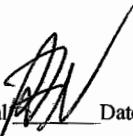
20. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

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 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.

Grantee Initial



Date

3/21/11

Exhibit A

The grantee shall utilize awarded Specialty Crop Block Grant (SCBG) funds to create and conduct a study to determine the capacity for institutions such as schools, hospitals and nursing homes, to purchase and utilize locally produced specialty crops. All project work shall be managed by the grantee who shall be responsible for all project development and oversight, per the terms of the grant application approved by USDA. Upon completion of the project, the contractor shall submit a written report of the project outcomes per federal reporting guidelines for the SCBG program.

Exhibit B

The grant amount shall not exceed \$19,905. The grantee shall be paid as follows within 30 days of submission of an invoice and approval of completed work by the Division of Agricultural Development:

\$11,000 in June 2013 for survey preparation and distribution.

\$8,905 in December 2013 for survey analysis and report development

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

Initials Date 4/18/13

Certificate of Authority

I, John A. Parker, District Supervisor of the Hillsborough County Conservation District
(name) (title) (business/organization)

do hereby certify that:

1. Roger Noonan is the duly elected District Supervisor;
(name of person being certified) (title)
2. the Hillsborough County Conservation District has agreed to accept funds to enter into a contract
(business/organization)
with the State of New Hampshire, Department of Agriculture, Markets & Food;
3. the Hillsborough County Conservation District further authorizes the District Supervisor
(business/organization) (title from 1. above)
to execute any documents necessary for this contract;
4. this authorization has not been revoked, annulled, or amended in any manner whatsoever,
and remains in full force and effect as of the date hereof;
5. The following person has been appointed to and now occupies the office indicated above:
Roger Noonan, District Supervisor
(name of person being certified in 1. above, title)

IN WITNESS WHEREOF, I have hereunto set my hand as the District Supervisor of the
(title)
Hillsborough County Conservation District this 22nd day of March, 2013
(Business/organization)

John A. Parker
(signature)

Printed Name: John A. Parker

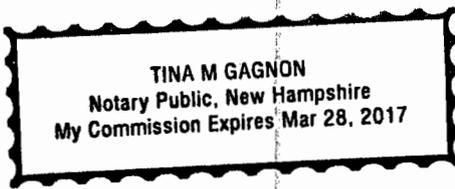
State of New Hampshire
County of Hillsborough

On this 22nd day of March, 2013, before me Jared A. Parker the
undersigned officer, personally appeared John A. Parker who
acknowledged him/herself to be the District Supervisor of the Hillsborough County
Conservation District 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.

Tina M. Gagnon
Justice of the Peace/Notary Public

Commission Expiration Date: March 28, 2017



McWilliam Jellie, Gail

From: Rickrode, Kerry - NRCS-CD, Milford, NH [kerry.rickrode@nh.nacdnet.net]
Sent: Friday, March 29, 2013 11:07 AM
To: McWilliam Jellie, Gail
Cc: middlebranchfarm@comcast.net
Subject: 2012 SCBG

Exhibit C

Due to the uncertainties of the federal budget sequestration and the still not finalized State of New Hampshire budget approval process for Fiscal Years 2014 and 2015, it is possible that part or all of the funds for this grant could be withdrawn with the State of New Hampshire, Department of Agriculture, Markets & Food (DAMF) prior to the Grant Agreement specified end date. In the event that funding is reduced, DAMF would have to adjust or end this grant accordingly.

_Roger Noonan, Hillsborough County Conservation District, Chappell Professional Center, 468 Route 13 South, Milford, NH 03055 ___ acknowledges and accepts this condition for Specialty Crop Block Grant # 12-25-B-1475.

Kerry L. Rickrode
District Manager
Hillsborough County Conservation District
Chappell Professional Center
468 Route 13 South
Milford, NH 03055
Phone: (603) 673-2409 Ext. 100
Fax: (603) 673-0597
www.hillsboroughccd.com

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF COMPANY A AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: Hillsborough County Conservation District Member Number: 432-032613 - 13		Company Affording Coverage (the "Company"): Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617	
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	3/26/2013	6/30/2013	Each Occurrence \$ 5,000,000
			General Aggregate \$
			Personal & Adv Injury \$
			Med Exp (any one person) \$
			Products -Comp/Op Agg \$
			Fire Damage (each fire) \$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	3/26/2013	6/30/2013	Each Occurrence \$ 5,000,000
			Bodily Injury (per person) \$
			Bodily Injury (per accident) \$
			Property Damage (per accident) \$
<input type="checkbox"/> Excess Liability			Each Occurrence \$ N/A
			Aggregate \$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	3/26/2013	6/30/2013	\$Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)			Coverage A: Statutory
			Cov. B: Each Accident \$ 2,000,000
			Disease - Each Employee \$ 2,000,000
			Disease - Policy Limit \$ 2,000,000
Description: Proof of coverage			

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input type="checkbox"/> Additional Covered Party		<input type="checkbox"/> Loss Payee, as his, her or its interests appear	
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>			
Certificate Holder: State of New Hampshire Department of Agriculture PO Box 2042 Concord NH 03302	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>4/10/2013</u>	Please direct inquiries to: Debra A. Lewis 603.224.7447 x3332	

*Terms in quotes are defined in the Member Agreement.



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) 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, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ 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 Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ 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 Primex³. 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.

Participating Member: Hillsborough County 329 Mast Road - Suite 114 Goffstown, NH 03045	Member Number: 608	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
---	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	\$
			General Aggregate	\$
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	\$
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
State of NH, Dept of Agriculture PO Box 2042 Concord, NH 03302			Date: 3/20/2013 tdenver@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax