

**FARM VIABILITY ENHANCEMENT PROGRAM**

**GRANT AGREEMENT**

between the

**VERMONT HOUSING AND CONSERVATION BOARD**

and the

[REDACTED]

**SAMPLE**

**I. Grant Agreement**

- A. This Grant Agreement (the "Agreement") is made and entered into by and between the Vermont Housing and Conservation Board, 149 State Street, Montpelier, Vermont, 05602 ("VHCB") and [REDACTED] (the "Grantee").
- B. This Agreement consists of the body and **Attachment "A"**, which is incorporated herein by reference. Together they embody the entire commitment by VHCB with respect to the subject matter hereof. All prior agreements, representations, statements, negotiations, and understandings with respect to this matter on the part of VHCB are superseded hereby.

**II. Authority**

This grant is made under the provisions set forth in the "Vermont Housing and Conservation Trust Fund Act" (10 V.S.A. Chapter 15) and the rules promulgated thereunder.

**III. Period of Performance**

This Agreement becomes effective when it is signed by both parties, and remains in effect until all terms and conditions hereof have been satisfied.

**IV. Grant Award**

- A. In consideration of and subject to Grantee's satisfactory compliance with the terms and conditions of this Agreement, VHCB shall provide to Grantee a grant of up to one hundred twenty thousand dollars (\$120,000) for the purpose of delivering business planning services to ten (10) Vermont farms during the Grant period, and for the purpose of delivering additional technical assistance, either by principals of the Grantee or by contractors, to the same ten farms, when such additional technical assistance has been identified during the business planning process as being appropriate. In addition, this grant will provide funding to the Grantee for the

purpose of delivering year-two follow-up services to the ten (10) farms that completed business plans with the Grantee under VHCB grant # [REDACTED]

- B. It is expressly understood and agreed that in no event shall the total funds provided by VHCB exceed the amount specified in A above. Any additional funds required to complete the activities described in this Agreement shall be the responsibility of Grantee and shall be provided by sources other than VHCB.
- C. In no event shall this Agreement be construed as a commitment by VHCB to provide future funding to Grantee.
- D. Payment of the funds awarded under this Agreement will be made upon written request of Grantee, provided that Grantee has submitted documentation satisfactory to VHCB evidencing compliance with the terms and conditions of this Agreement.
- E. Grantee shall comply with all conditions of this Agreement for disbursement of funds by **September 30, 2006**. If Grantee fails to comply with all such conditions by said date, then, after providing written notice to Grantee, VHCB staff may recommend that VHCB terminate its obligation to disburse funds hereunder.
- F. To the extent that the specifics of the project are not included in this Agreement, reference is made to the application of Grantee dated September 2, 2005.

**V. Status of Grantee and Contractors; Indemnification**

- A. The parties agree that in connection with the project and any other activities assisted with VHCB funds, Grantee and all agents, employees and contractors of the Grantee shall be acting as independent contractors and not as agents or employees of VHCB or the State of Vermont.
- B. Grantee shall indemnify, defend, and hold harmless VHCB, the State of Vermont and their respective board members, officers and employees from any and all liability, claims, suits, judgements and damages arising directly or indirectly in connection with or as a result of performance or nonperformance under this Agreement by Grantee or any agents, employees, contractors or subgrantees of Grantee.

**VI. Obligations of Grantee**

- A. Grantee agrees to comply with all provisions of this Agreement, any other VHCB grant agreement relating to the Project, and all applicable federal, state and local laws, statutes, codes, ordinances and regulations, including Title 21, V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices; to the extent applicable, and agrees further to include a similar provision in any and all subcontracts.
- B. Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding the designating, subgranting, or contracting with any

third party or parties for the undertaking of any or all of the program being assisted under this grant.

- C. Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the project is carried out in accordance with this Agreement.

#### **VII. Monitoring**

Grantee shall cooperate with any review in any way possible, including making available records requested by VHCB and permitting on-site inspections by VHCB or its agents.

#### **VIII. Enforcement of Agreement**

- A. Failure to comply with all or any part of this Agreement shall be the basis for suspension or termination of said Agreement by VHCB. VHCB shall exercise the right to terminate this Agreement by written notice to Grantee. Such notice of termination shall be issued not less than 15 days prior to the effective date thereof as stated in the notice.
- B. Any termination notice for material non-compliance shall include a reasonable opportunity for Grantee to respond and/or remedy the non-compliance.
- C. VHCB shall have the right to pursue any legal or equitable remedy to enforce any or all provisions of this Agreement, and the costs of any such action shall be borne by Grantee if VHCB prevails in such action.

#### **IX. Miscellaneous Provisions**

- A. Grantee shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times during the period of this contract and for three years thereafter for inspection by any authorized representative of VHCB. If any audit, claim, or litigation, is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. VHCB, by any authorized representative, shall have the right at all reasonable times, to inspect or otherwise evaluate the work performed or being performed under this Agreement.
- C. Payments may be withheld in whole or in part in the event of failure by Grantee to comply with the terms of this Agreement.
- D. No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered and signed by the duly authorized representatives of VHCB and Grantee.

E. Substantial changes to the Project may require changes, modifications, or amendment to this Agreement and Grantee agrees herein to timely notification of VHCB of such changes.

F. This Agreement shall be governed by the laws of the State of Vermont.

**X. Signatories**

VHCB has caused this Agreement to be executed by its duly authorized agent on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**VERMONT HOUSING AND CONSERVATION BOARD**

By: \_\_\_\_\_  
Gustave Seelig, Executive Director

Grantee has caused this Agreement to be executed by its duly authorized agent on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

**ATTACHMENT "A"**  
Vermont Housing and Conservation Board  
Vermont Farm Viability Enhancement Program

**FARM SERVICE PROVIDER GRANTS**

[REDACTED]

**PROJECT SUMMARY:**

This grant will provide funding to the Grantee for the purpose of delivering business planning services to ten (10) Vermont farms during the Grant period, and for the purpose of delivering additional technical assistance, either by principals of the Grantee or by contractors, to the same ten farms, when such additional technical assistance has been identified during the business planning process as being appropriate. In addition, this grant will provide funding to the Grantee for the purpose of delivering year-two follow-up services to the ten (10) farms that completed business plans with the Grantee under VHCB grant # [REDACTED]

**SPECIAL CONDITIONS:**

1. Grantee shall provide business planning integrated with relevant farm-related technical assistance to a minimum of 10 farms during the grant period November 1, 2005 to September 30, 2006, and shall provide year two follow-up services, to a minimum of 10 farms during the same time period, using funds awarded by this Grant.
2. Grantee shall provide a farm transfer planning service to at least two of the 10 farms served by this Grant, in accordance with VHCB's Interim Guidelines for Farm Transfer Plans, dated 9-05.
3. Grantee shall make its best effort to complete all plans by September 30, 2006. Grantor may extend the deadline for submission of business plans to no later than December 31, 2006, and of two farm transfer plans to no later than March 31, 2007, if Grantor believes circumstances warrant.
4. Grantee shall maintain enough budget flexibility to be able to prioritize the use of technical assistance funds from this Grant in proportion to the needs of the 10 farms served by this Grant.
5. Prior to first disbursement, Grantee shall provide a revised budget, which is congruent with the amount of this award, and with these Grant conditions.

**STANDARD CONDITIONS FOR FARM SERVICE PROVIDER GRANTS:**

- 1) Grantee shall explain to the farmers participating in activities funded by this Grant (and any participation agreement between Grantee and participants in VHCB-funded Farm Viability activities shall confirm) that Grantee shall provide copies of completed business plans to Grantor. Grantee shall further explain to participants that for the purposes of demonstrating the effectiveness of VHCB's use of public funds, Grantor may publicize the activities conducted with funding from this Grant, including names of farmer participants and general

descriptions of outcomes anticipated or achieved. Notwithstanding the above, Grantor, for its part, hereby agrees that unless participants voluntarily give written permission to do otherwise, such copies of business plans shall be inspected only by VHCB staff, or upon request to VHCB, by the Vermont Agency of Agriculture, Food and Markets, and/or by the USDA Natural Resources Conservation Service or its contractors, whose personnel may inspect such business plans only at the offices of VHCB. Grantor confirms its opinion that it is important to protect the privacy of participants' personal and economic pursuits and that said business plans are not open to copying or public inspection under the Vermont Public Records Law (1 VSA §315-320). Grantor further agrees that its publicity of the activities of this Grant shall not include information, such as trade secrets, that are exempt from disclosure under the Vermont Public Records Law.

- 2) If Grantor at some future date offers Viability Program benefits in addition to business planning and technical assistance, Grantor shall make farmers completing business plans under this Grant, as well as other farmers, equally eligible to apply, provided that for other farmers interested in receiving additional benefits, Grantee provides documentation to Grantor showing to Grantor's satisfaction that those other farmers have received business planning and technical assistance from Grantee that is similar in scope and quality to the services funded by this Grant.
- 3) Any business plans developed by Grantee with funding from this Grant shall be developed in accordance with VHCB's Guidelines for Farm Business Plans dated 5-05. For individual farms, Grantee may request a written waiver of this condition. Grantor may grant such waiver in its sole discretion.
- 4) Any year two follow-up services developed by Grantee with funding from this Grant shall be developed in accordance with VHCB's Guidelines for Year Two Farm Viability Evaluations. For individual farms, Grantee may request a written waiver of this condition. Grantor may grant such waiver in its sole discretion.
- 5) Upon request of VHCB staff, Grantee shall allow VHCB staff to accompany Grantee staff or Grantee subcontractors on farm site visits conducted as part of the activities funded by this Grant.
- 6) Grantee shall cooperate with VHCB on overall program evaluation, reporting of feedback from farmers, and aiding in the conduct of interviews or surveys that VHCB may deem necessary for program evaluation during the period of this Grant.
- 7) This award shall be made in at least two and (unless approved in writing by VHCB staff) not more than three disbursements, with the first disbursement not more than 50 percent of the total Grant and the final disbursement not less than 25 percent of the total Grant.
- 8) Prior to the first disbursement, Grantee shall:
  - a) Have completed to the satisfaction of Grantor all requirements of VHCB Grant # [REDACTED]

- b) Submit completed Farmer Application forms for at least 7 of the 10 farmer participants with whom the Grantee will be working with funding from this Grant, or if the Grantee is collaborating with another Grantee who is submitting the Farmer Application forms for the farmers to be served by the Grant, or if the participating farmers are submitting the forms directly to VHCB, Grantee shall so state;
  - c) Submit a revised budget and a revised timeline for completion of activities under the Grant, if either are different from those that were submitted with the Farm Service Provider Application;
  - d) Submit a preliminary report on activities conducted to date under the Grant, and a preliminary list of all farm business planners and technical assistance specialists whom the Grantee plans to use to deliver services to farmers under this Grant.
- 9) Prior to an intermediate disbursement, Grantee shall:
- a) Submit completed Farmer Application forms on the remaining farmer participants with whom the Grantee will be working with funding from this Grant, or if the Grantee is collaborating with another Grantee who is submitting the Farmer Application forms for the farmers to be served by the Grant, or if the participating farmers are submitting the forms directly to VHCB, Grantee shall so state;
  - b) Submit a revised budget and a revised timeline for completion of activities under the Grant, if either are different from those that were most recently submitted;
  - c) Submit an update on activities conducted to date under the Grant.
- 10) Prior to final disbursement, Grantee shall:
- a) Submit a one-page report on each farm that completed a business plan under this Grant. The report shall list all business planners and technical assistance specialists used on the farm under this Grant and a brief evaluation of the process and any outcome or effect to date on that farm;
  - b) Submit a one-page report on each farm for which Grantee provided year two follow-up services; such report to conform to VHCB's Guidelines for Year Two Farm Viability Evaluations;
  - c) Submit copies of all business plans developed using this grant award;
  - d) Submit a final income and expense accounting for the Grant, including income and expense attributed to non-VHCB sources.