

Grant #: _____

AGREEMENT
BETWEEN
THE COMMODITY CREDIT CORPORATION
AND
THE STATE OF (INSERT STATE)
FOR THE PURPOSE OF ESTABLISHING A STATE GRANT
TO PROVIDE ASSISTANCE TO ELIGIBLE AQUACULTURE PRODUCERS

The Commodity Credit Corporation (CCC) agrees to provide a grant to the State of (Insert State) for distribution to eligible aquaculture producers that suffered losses associated with high feed input costs during the 2008 calendar year, in accordance with the terms of this Agreement.

A. BACKGROUND AND PURPOSE

Section 102(d) of the American Recovery and Reinvestment Act of 2009 (Recovery Act) provides not more than \$50 million to administer a 2008 Aquaculture Grant Program (AGP). To provide assistance to eligible aquaculture producers under this program, CCC will provide a grant to (Insert State).

B. DEFINITIONS

For the purpose of this Agreement, the following definitions apply.

1. Controlled environment means an environment in which everything that can practicably be controlled with structures, facilities, growing media (including but not limited to water or nutrients) by the producer, is in fact controlled by the producer, as determined by industry standards.
2. Eligible aquaculture producer means a producer who, meet all of the following:
 - During the 2008 calendar year:
 - raised an aquaculture species in a controlled environment
 - maintained the aquaculture species as part of a farming operation
 - had a risk in the production of such species.
 - Is currently in operation in 2009, as of the date of their AGP application with the State.
 - Meets the program loss requirements provided in item D3.
3. Farming operation means a business enterprise engaged in the production of agricultural products that is operated by an individual, entity, or joint operation.

C. DETERMINING AMOUNT OF ASSISTANCE

1. The Recovery Act specifically states that AGP funding will be allocated on a pro rata basis, based on the amount of aquaculture feed used in each State during the 2007 calendar year. Therefore, the amount of the grant to the State from CCC is based on the total aquaculture feed delivered in the State in the 2007 calendar year, as reported by (Insert State Department of Agriculture Name).
2. The grant amount for the State of (Insert State) is \$XXXXXX.

D. PROVIDING ASSISTANCE

In the provision of assistance under this grant Agreement to eligible aquaculture producers:

1. Application procedures for 2008 aquaculture feed funds will be as determined by (Insert State).
2. Assistance shall only be provided by the State to eligible aquaculture producers in the form of a check. Feed credits/vouchers shall not be used.
3. Assistance shall only be provided to eligible aquaculture producers that:
 - a. Produced an aquaculture species for which 2008 feed costs represented at least 25 percent of the producer's total input costs for the aquaculture operation, as certified by the producer.
 - b. Experienced at least a 25 percent price increase of 2008 feed costs above the previous 5 year average (2003-2007), as certified by the producer.
4. The amount of assistance provided to an eligible aquaculture producer shall not exceed the amount of losses suffered by the producer as a result of high feed input costs during the 2008 calendar year, as determined by the State.
5. The total amount of assistance that a farming operation may receive from the State from the funds made available under this Agreement shall not exceed \$80,000, except for general partnerships and joint ventures in which case assistance shall not exceed \$80,000 times the number of members that constitute the general partnership or joint venture.

6. Assistance shall only be provided to eligible aquaculture producers who certify to the State that:
 - a. funds received by the producer under this program will be used for costs associated with their current aquaculture farming operation
 - b. records on file for the producer at an applicable Farm Service Agency county office indicate:
 - i. That their average adjusted gross income does not exceed \$2.5 million for the three preceding tax years (2005-2007), as calculated under regulations in 7 CFR Part 1400; and
 - ii. Compliance with the conservation compliance eligibility provisions for other programs found at 7 CFR Part 12.
 - c. the producer will not receive any assistance covered by the Supplemental Agricultural Disaster Assistance Programs established under section 531 of the Federal Crop Insurance Act and section 901 of the Trade Act of 1974 (for **any** losses in 2008 relating to the same species of aquaculture.
7. Payments are subject to the availability of funds and any requirements of law that may apply.

E. REPORTING REQUIREMENTS

1. As required by Section 102(d)(2)(D)(iii) of the Recovery Act, the State agrees to, not later than 30 days after the last date on which the State provides assistance to eligible aquaculture producers, submit a report to CCC that describes the:
 - a. Manner in which the State provided assistance
 - b. Amounts of assistance provided **per aquaculture species**
 - c. Process by which the State determined the levels of assistance to eligible aquaculture producers.
2. The State agrees to submit a report to CCC that provides the amount of assistance provided **per producer and aquaculture species**, in a format determined by CCC, to ensure compliance with Section 102(d)(3) of the Recovery Act.
3. The State agrees to comply with the reporting and registration requirements of Section 1512 of the Recovery Act as provided in Appendix A. Appendix A is subject to change pending publication of governmentwide guidance and standard award terms in 2 CFR Part 176.

4. The State agrees to do the following in order to establish mechanisms to meet Recovery Act data collection requirements described in item 3:
 - Establish a Dun and Bradstreet Universal Numbering System (DUNS) number or update an existing DUNS record. States may obtain a DUNS number at www.dnb.com.
 - Register in the Central Contractor Registration (CCR) database at www.ccr.gov.

E. TERMS OF THIS AGREEMENT

1. The State agrees to accept the funds for the purposes for which they were granted and to use the funds only in a manner that is in accordance with this Agreement. More specifically, the State agrees to comply with Section 1604 of the Recovery Act that prohibits the use of funds for any casino, or other gambling establishment, aquarium, zoo, golf course, or swimming pool. The entire amount authorized will be paid to the State by a one-time electronic transfer using bank information supplied by the State. The State will have sole responsibility for any costs that may be associated with the distribution of the funds advanced.
2. The State agrees to provide assistance to eligible aquaculture producers not later than 60 days after the date on which the states receives grant funds from CCC, as required by Section 102(d)(2)(D)(ii) of the Recovery Act. The State shall refund to FSA funds provided under this Agreement that are not distributed by this deadline.
3. The State agrees to execute form SF-424B, "Assurances-Non-Construction Programs" (Attachment), as authorized by Office of Management and Budget Circular A-102, "Grants and Cooperative Agreements with State and Local Governments."
4. The State agrees to make a good faith effort, on a continuing basis, to maintain a drug-free workplace by complying with the requirements in Subpart B of 7 CFR Part 3021, Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) (Attachment).
5. In the case the State's grant amount exceeds \$100,000, the State agrees to file the Certification Regarding Lobbying (Attachment), and file the Standard Form-LLL, "Disclosure Form to Report Lobbying" (Attachment) as required by 7 CFR Part 3018, New Restrictions on Lobbying.
6. Unless the time is, in writing extended by FSA, the State shall file a 2008 Aquaculture Grant Program work plan to FSA by **(Insert appropriate date)**. The work plan shall provide a summary of how the State will implement the program, including, but not limited to, program provisions, payment calculations, loss

requirements and the State's methodology for conducting internal reviews of the program, as required in item E11.

7. The State agrees that the receipt of funds is made to the State contingent on the State meeting the reporting requirements in Section 1512 of the Recovery Act.
8. The State's administration of the funds, as well as its financial obligations with respect to this grant and its obligation to file reports and other information, will be governed by this Agreement and by the provisions of 7 CFR Part 3016, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (attachment). Any notices or reports required to be filed by that regulation shall be sent to the Director, Financial Management Division, FSA, as directed in writing by the Director, Financial Management Division, FSA. The Director, Financial Management Division, FSA, will specify the reporting requirements, due dates, and interest handling requirements in writing to the State after the funds are advanced to the State. Upon any failure by the State to comply with this Agreement or with the aforementioned regulations, FSA may require a refund of the grant with interest. Handling of any interest while the funds are held by the State shall be governed by the aforementioned regulations and shall, unless FSA agrees otherwise, be returned to FSA.
9. The State agrees to have an annual audit of this program as required by the Single Audit Act Amendments of 1996 and OMB Circular A-133 (attachment)
10. The State agrees to their responsibilities with respect to preparing audit documentation and reports in accordance with OMB Circular A-133 as provided in Appendix B.
11. The State agrees to conduct internal random reviews of the program to ensure applicants are equitably compensated for losses.
12. The State shall retain financial and other records relating to the funds for a period of 3 years after completion of the distribution of grant funds or until final resolution of any audit findings or litigation claims relating to the distribution of such funds
13. The State agrees to allow any representative of the Department of Agriculture (Department), including FSA and the Office of the Inspector General, and the Comptroller General of the United States to have access to and the right to examine all records and documents related to this Agreement.
14. The State agrees to cover all costs associated with investigations or appeals that may be conducted in relation to the administration or management of the funds made available under this agreement. Neither the Department nor any other agency of the Federal Government shall be responsible for administrative or

management costs incurred by the State or third parties in connection with these grant funds.

15. The State is responsible for reporting all the funds expended under this program, as may be required by the United States Internal Revenue Service, and generally accepted accounting principles.
16. This Agreement shall be valid from the date of the last signature affixed hereto. Further, this Agreement may be amended, extended, or modified by written amendment signed by the authorized officials of FSA and the State.
17. This Agreement may be terminated by CCC through written notice to the State if CCC determines that the State has failed to comply with the provisions of this Agreement, or other applicable laws or regulations or at its convenience. In the event this Agreement is terminated for any reason due to the fault of the State or because of any false representations made by the State to CCC, to the extent allowed by law, all FSA funds expended under this agreement shall be returned to FSA.
18. This Agreement confers no rights on any person or entity not a party to this Agreement. The parties agree that this Agreement creates no third party rights.

It is so agreed.

Dennis Tattiano
Acting, Executive Vice President
Commodity Credit Corporation

Date

Commissioner
Alabama Department of
Agriculture & Industries

Date

Thomas J. Vilsack

Date

Secretary of Agriculture

DRAFT

Reporting and Registration Requirement under Section 1512 of the American

Recovery and Reinvestment Act of 2009, Public Law 111-5

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (“Recovery Act”) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The first report is due no later than ten calendar days after the initial calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act, or by July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds.

(d) The recipient shall report the information described in section 1512(c) using the reporting instructions that will be provided online at www.FederalReporting.gov, unless the information is pre-populated.

**Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards
and Recipient Responsibilities for Informing Subrecipients**

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5)(Recovery Act) as required by Congress and in accordance with 2 CFR 215, subpart ___. 21 “Uniform Administrative Requirements for Grants and Agreements” and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall

distinguish the subawards of incremental Recovery Act funds from regular sub-awards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.