



2008 Aquaculture Grant Program Agreement State of Virginia

THIS AGREEMENT, made and entered into by and between the Department of Agriculture and Consumer Services, and

1. Name of Producer: _____		2. DUNS# _____ Social Security # _____	
3. Address of Producer: _____		4. Phone Number: _____	5. Fax Number: _____
5. Primary Contact: _____		6. Primary Contact Address if different: _____	
7. Email: _____			
8. APPLICABLE SPECIES OF AQUACULTURE: <input type="checkbox"/> Tilapia <input type="checkbox"/> Trout <input type="checkbox"/> Catfish <input type="checkbox"/> Hybrid Striped Bass <input type="checkbox"/> Other _____		9. Tons of <input type="checkbox"/> Tilapia <input type="checkbox"/> Trout <input type="checkbox"/> Catfish <input type="checkbox"/> Hybrid Striped Bass <input type="checkbox"/> Other _____ Feed Purchased in 2008 : _____	
10. Attach signed verification letter from feed provider certifying 1) tons of feed applicant purchased in 2008; 2) average price per ton producer paid in 2008; and 3) 2008 tonnage report.			
11. Are you an aquaculture producer in another State? <input type="checkbox"/> Yes <input type="checkbox"/> No If you answered yes to the above question, list all States applicable: _____			
12. <input type="checkbox"/> Check if applying for more than the \$100,000 payment limit. The payment limitation shall be applied to an applicant based on the applicant's business structure as it existed during calendar year 2008.			
13. Loss Determination: The producers 2008 average feed cost must exceed the 2003-2007 average cost by 25%			
Producers 2008 Average Feed Cost per Ton			
i) Tilapia – \$356 x 1.25 = \$445..... _____			
ii) Trout – \$693 X 1.25 = \$866..... _____			
iii) Catfish – \$494 X 1.25 = \$618..... _____			
iv) Hybrid Striped Bass – \$459 x 1.25 = \$574..... _____			
v) Other _____			

14. Calculation Determination: The amount of assistance an eligible aquaculture producer may receive shall be equal to:

a) Producers 2008 Average Price per Ton _____
 Minus the 2003-2007 (5-year) Average Price per Ton..... - _____
 Equals Payment rate..... = _____

b) Multiplied by producers 2008 tons purchasedx _____
 Equals the amount a producer is eligible to receive
 before applying payment limitations & payment factor, if applicable= _____

(The next line will be completed by VDACS)
 The amount a producer is eligible to receive after payments limitations
 and payment factor, if applicable.....x _____

15. TERM OF AGREEMENT: Beginning with the 2009 calendar year through September 30, 2010.

16. COMPLIANCE WITH PROGRAM. PRODUCER agrees to comply with the terms and conditions of the 2008 AGP as specified by the STATE.

17. RECORDS AND AUDITS. PRODUCER agrees to maintain, for a period of 3 years after September 30, 2010, all records pertaining to the aquaculture operation during the term of this agreement. PRODUCER agrees to furnish such information and reports relating to this Agreement as may be requested by the STATE. Periodically, the STATE may require PRODUCER to forward to the STATE copies of any and all records that support the PRODUCER'S receipt of assistance under the 2008 AGP. The records required to be maintained by PRODUCER shall be available at all reasonable times for an audit or inspection by authorized representatives of the STATE or of the United States Department of Agriculture, or the Comptroller General of the United States. Failure to keep, or make available, such records will result in termination of this Agreement by STATE and refund to STATE of all benefits received, plus interest thereon, as determined by the STATE.

18. PRIMARY STATE CONTACT. Should any dispute or question arise concerning the implementation of this Agreement or the 2008 Aquaculture Grant Program, PRODUCER should contact the STATE official listed below:

Primary STATE Contact: T. Robins Buck, Project Manager	Phone: 804-371-6094 Fax: 804-371-2945
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19. APPLICABLE LAWS. The provisions of this Agreement are subject to all applicable laws and authorities, including section 102(d) of the Economic Recovery Act of 2009.

20. SCHEME OR DEVICE. If the PRODUCER is suspected by STATE to have knowingly: (1) adopted any scheme or device which violates this Agreement; (2) made any fraudulent representation; (3) misrepresented any fact affecting a determination under this Agreement; or (4) otherwise violated the terms and conditions of the 2008 AGP, the STATE will notify the appropriate investigating agencies of the STATE and the United States Department of Agriculture and may terminate the Agreement with a full refund of all benefits received there under, plus interest, and the producer will be subject to penalties under applicable civil and criminal laws.

21. TERMINATION OF AGREEMENT. This Agreement will continue in force unless terminated in writing by STATE or by the mutual agreement of the parties. The STATE may terminate this Agreement without prior written notice when required to do so by programmatic requirements, expiration of authorizing legislation or authority, or the exhaustion of funds.

- 22. PRODUCER CERTIFICATIONS AND SIGNATURES.** PRODUCER hereby certifies as follows:
- a. This agreement and all supporting documents (as required) are submitted in accordance with the 2008 AGP;
 - b. For 2009, PRODUCER is raising the applicable aquaculture species in a controlled environment, maintain such eligible species for commercial use as part of a farming operation, and have a risk in the production of such eligible species;
 - c. For 2008, PRODUCER raised the applicable aquaculture species in a controlled environment, maintained such eligible species for commercial use as part of a farming operation, and had risk in the production of such eligible species; and
 - d. Feed costs represented at least twenty-five percent of the total input costs for such aquaculture operation;
 - e. The Producer will not apply for or 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 (these programs include the Emergency Assistance for Livestock, Honey Bees, and Farm-Raised Fish (ELAP), Livestock Forage Disaster Program (LFP), Livestock Indemnity Program (LIP), Supplemental Revenue Assistance Program (SURE), and Tree Assistance Program (TAP)) for any losses in 2008 relating to the same species of aquaculture;
 - f. That records are on file for the producer at an applicable Farm Service Agency county office which show 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 in compliance with the conservation compliance eligibility provisions for other programs found at 7 CFR Part 12;
 - g. I am a principal in the PRODUCER and I am fully authorized to make and sign this Agreement on behalf of PRODUCER; and
 - h. Funds received under the 2008 AGP will be used for costs associated with such aquaculture operation;
 - i. The statements made on this application and all 2008 AGP documents are true and correct;
 - j. I have read and understand all the provisions of this Agreement and agree to the terms and conditions herein. I further agree that any false statements made as a part of the 2008 AGP application, or any other documents pertaining to the 2008 AGP documents, can be the subject of substantial civil and/or criminal liability and sanctions.

Signature of Authorized Representative

Date

Title

23. STATE APPROVAL. This Agreement is executed by the STATE and shall be effective on the date indicated below,

On Behalf of State

Effective Date

SIGNED AGREEMENT. A signed copy of this agreement shall be sent to the following STATE contact on or before Friday, **August 21, 2009**. STATE official to receive agreement:

T. Robins Buck, Project Manager
Agribusiness Development Services
VDACS
102 Governor Street, Room 221
Richmond, VA 23219