In Texas, we know one thing is certain: ***Texas Agriculture Matters!***

In an effort to emphasize Texas Specialty Crops to consumers, the Texas Department of Agriculture (TDA) invites promotional event organizers to apply for the Farmers Market Marketing Assistance Grant Program (Program). By showcasing Texas agriculture, your attendees will be able to sample and learn about some of the best products in the state.

Organizers of farmers markets will be allowed to apply for **up to $2,000** in approved, promotion-related expenses to market Texas Specialty Crops that are available at their farmers markets. Applications that meet minimum qualifications and scoring criteria will be awarded funding on a first-come, first-served basis to eligible applicants.

**Eligibility:** To be eligible to participate in this Program, you must adhere to the following criteria:

1. Applicant must be a current Certified Farmers Market through the Texas Department of Agriculture’s Certified Farmers Market Program **and** be a current GO TEXAN Partner. To apply for either or both programs, visit [www.gotexan.org](http://www.gotexan.org).
2. Texas Specialty Crops must be the focus of the promotion, and it must benefit all specialty crop vendors in the market.
3. Promotion must be conducted between January 1, 2021 and August 31, 2021.
4. Applicant is limited to one application for funding per promotion.
5. Promotion may include a single day event (e.g. Season Grand Opening featuring all produce) or series of events (e.g. Texas Onion Fest featuring Texas onions).
6. Applicants must complete the application, sign the certification, and include additional applicable information to be eligible. Applications will not be considered until complete.
7. **Applications must be submitted at least forty-five (45) days prior to the promotion to allow TDA sufficient time for review and approval.**

 **Requirements:** A successful Program applicant (Grantee) must agree to feature Texas Specialty Crops through its promotional activity in the following manner:

1. The main focus of the promotional activity must market Texas Specialty Crops. Texas Specialty Crops include fruits and vegetables, tree nuts, dried fruits and horticulture and nursery crops including floriculture. Texas Specialty Crops also includes honey and olive oil. For a full definition of USDA eligible Specialty Crops, visit <https://www.ams.usda.gov/services/grants/scbgp/specialty-crop>. Other Texas products may be featured (as in a recipe for educational demonstration), but the focus must be on the Specialty Crop item. Event must promote the Specialty Crop items featured within the farmers market as a whole, not solely to the benefit of an individual vendor.
2. The promotional activity must mention Texas Specialty Crops in event literature, marketing materials, advertisements and/or social media. The required mention can be specific to one or more Specialty Crops, as defined by USDA.
3. Any creative materials used for promotion and advertising must be approved by TDA to ensure the promotion of Texas Specialty Crops. Reimbursements will not be authorized for such creative materials unless approved by TDA before use. Creative materials must be submitted for approval to Scott Sroufe, Coordinator for Horticulture Marketing, via email at Scott.Sroufe@TexasAgriculture.gov before printing or posting.

**Evaluation Criteria:** Applications for Program funding will be evaluated based on the following criteria:

1. Applicant’s farmers market is a current TDA Certified Farmers Market and a current GO TEXAN participant.
2. Opportunities to increase participation in the market through the addition of new Specialty Crop vendors.
3. Opportunities and/or discounts given to GO TEXAN businesses as vendors,
4. Educational opportunities provided for consumers, and
5. Whether market has received funding from TDA within the last 3 years.

**Documents to be submitted with Application:**

**[ ]** Application, with your signature on page 6 and 11

 **[ ]** IRS Form W-9,

 **[ ]** Application for Texas Identification Number (TINS), and

 **[ ]** Direct Deposit form.

**Documents to be submitted within sixty (60) days of the conclusion of each Promotion:**

1. Promotion Assessment Form,
2. List of expenditures with receipts/invoices with proof of payment for requested reimbursement amount,
3. Minimum of three (3) photos of the promotional event showing the promotion of Texas Specialty Crops,
4. Copies of advertisements or promotional materials used for event (if paid for with grant funds), and
5. A completed Request for Reimbursement document.

**Farmers Market Name Farmers Market Website**

**Street Address of Farmers Market**

**Farmers Market Contact Name Title**

**Farmers Market Contact Mailing Address**

**Phone Email**

**Proposed Promotional Event Date(s) Expected Attendance #**

**Requested Grant Amount $**

The Promotion will: (Check all boxes that apply)

* Showcase specific Texas Specialty Crop(s) as part of a promotion, chef cooking demonstration or other educational presentation
* Mention Texas Specialty Crops in event literature, marketing materials, advertisements and/or social media.
* Provide complimentary booth or table space to TDA and/or the GO TEXAN program, and accommodate signage, literature, speaking opportunity(ies) throughout the event.
* Provide opportunities for new Specialty Crop vendors to join market.
* Provide discounted vendor space to GO TEXAN businesses to participate at the event.

It is anticipated that funding may be used to offset the cost of the following (check all that apply)

* Print/radio advertisements, event literature, marketing material, and/or social media
* Chef / Educator fees
* Facility or equipment rentals
* Event Signage
* Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*TDA funding may not be used for food, travel expenses or alcoholic beverage purchases of any kind. TDA funds may not be used to reimburse vendors for food used for sampling or any other purpose of the promotional event. TDA funding may not be used to pay for staffing or payroll expenses other than a contracted amount for guest chef and/or educator.*

**Event Summary:**

In 200 words or less, please describe your event:

What benefit or opportunity are you providing to other GO TEXAN businesses that might participate in your event?

What opportunities are you providing to enlist new Specialty Crop vendors to participate in your market?

Please explain any educational opportunities that will be provided as part of the promotional event.

Please list the advertising channels you will utilize to market your promotion.

**Budget Summary:**

Please provide your budget (planned) for the amount requested. **(Maximum of $2,000)** Examples: Signage, social media, advertising.

| **Expense Category** | **Amount** |
| --- | --- |
| Advertising | $ |
| Signage | $ |
| Printing costs | $ |
| Equipment rental | $ |
| Other | $ |
| Other | $ |
| Other | $ |
| **Total Cost** | $ |

**Budget Details:**

Please describe additional details of the budget you proposed in the summary. Include relevant information including, but not limited to the following:

* Advertising – type (print, radio, social media), number of ads or airtime; estimated number of impressions
* Signage – costs associated with design, printing, or displaying; details of size, location of signage, estimated views
* Printing – description of outreach materials or other marketing pieces
* Equipment rentals – description of number of items, justification for need and/or use of items
* Other – description and justification

**Submission Information**

Applications must be received at least forty-five (45) days prior to your promotional event. Applications seeking an exception to this deadline will be reviewed on a case-by-case basis by TDA.

Complete application with signature and all required documentation must be submitted to: GOTEXAN@TexasAgriculture.gov.

The e‐mail subject line must contain the event title and applicant identification (Ex: Farmers Market Marketing Assistance– Farmers Market Name). Applicant is solely responsible for ensuring that a complete application, regardless of method of delivery, is sent to, and actually received by, TDA in a timely manner and at the proper destination server. Applicant will receive an email from TDA confirming receipt of application as soon as administratively possible.

For questions regarding submission of the application and/or application requirements, please email GOTEXAN@TexasAgriculture.gov. For questions regarding the grant after submission, please email GOTEXAN@TexasAgriculture.gov.

## Grant Application Certifications

|  |
| --- |
| **By signing below, Applicant:** |
| 1. Certifies all information provided in connection with this application is true and correct to the best of Applicant’s knowledge;
2. Certifies compliance with all permitting requirements, including, but not limited to: Department State Health Services, and other safety and food permits, as required by local law.
3. Acknowledges any misrepresentation or false statement made by Applicant, or an authorized agent of Applicant, in connection with this application, whether intentional or not, will constitute grounds for denial of this application;
4. Acknowledges acceptance of funds in connection with this application acts as an acceptance of the authority of TDA and the State Auditor’s Office (SAO) or any successor agency to conduct an investigation in connection with those funds, and Applicant further agrees to cooperate fully with TDA and/or SAO or its successor in the conduct of the audit or investigation, including allowing TDA and/or SAO to inspect Applicant’s premises and providing all records requested;
5. Acknowledges this application and any payments owed to Applicant in connection with this application may be reduced or denied because of Applicant’s owing any debt to the State of Texas, and if Applicant is an individual, that this application and any payments owed to Applicant in connection with this application may be denied because of delinquency in payment of a guaranteed student loan and for failure to pay child support; and
6. By submission of this application, Applicant certifies that it has read, reviewed, and agrees to all terms and conditions of the TDA Farmers Market Marketing Assistance Grant Program, attached to this application.
 |
| **Applicant further certifies that:**1. Applicant does not and will not knowingly employ an undocumented worker who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States.
2. Applicant understands that if, after receiving a grant, Applicant is convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the grant with interest, at the rate and according to the other terms provided by an agreement under Section 2264.053 of the Texas Government Code, not later than the 120th day after the date of the public agency, state or local taxing jurisdiction, or economic development corporation notifies Applicant of the violation;
3. No state or federal tax liens have been filed against Applicant or Applicant’s property;
4. Applicant has not been convicted of any felony or a misdemeanor involving moral turpitude;
5. Applicant acknowledges, pursuant to the Texas Uniform Grant Management Standards (UGMS), if Applicant fails to comply with any condition, provision, or term of an award made as a result of this application, Applicant may have to make a partial or total repayment of such award;
6. Applicant authorizes TDA to review, verify and authenticate all information provided in this application; and
7. Applicant understands TDA may request further documentation supporting this application, including contacting other agencies, organizations, facilities or third parties to verify data provided by an Applicant from the records of such agencies, organizations, facilities or third parties.

**Notice of Penalties:  The penalty for knowingly making false statements or false entries, or attempts to secure money through fraudulent means, may include fines and/or incarceration and/or forfeiture of funds under applicable state law.** |
| *X* |  | */     /* |
| *Applicant Signature* | *Date* |

**Texas Department of Agriculture**

**Award Specific Terms and Conditions**

**TDA Farmers Market Marketing Assistance Grant Program**

**1. Program Purpose and Grant**

1.1 This Agreement is for the TDA Farmers Market Marketing Assistance Grant Program (Program) to promote Texas specialty crops at various events.

**2. Licensing Requirements**

2.1 Grantee is required to maintain current applicable health permits at all times during this Agreement. Failure to comply with all local, state and federal requirements for food handling disbursement may result in the immediate termination of this Agreement and disallowance of eligible costs expended prior to termination.

**3. Reimbursement of Expenses and Reporting Requirements**

3.1 Only costs incurred in the promotion of Texas produce or other specialty crops at approved events will be allowed. Funds not used to promote Texas specialty crops will not be reimbursed.

3.2 In order to receive a full reimbursement, within sixty (60) days of an event, the following must be submitted:

* 1. Completed Promotion Assessment Form;
	2. A complete copy of all promotional materials produced with program funds under the grant agreement, regardless of media type, and including printed, recorded and electronic materials which describe or publicize the project, including but not limited to brochures, press clippings, audio and video tapes of sites and signs;
	3. Minimum of three (3) photographs of the promotional event, showing promotion of Texas specialty crops; If project funds are utilized for contract personnel services (e.g. chef or professional educator), provide invoices from the third party certifying the number of workers, work duties, dates/times worked and detailed fees. Security and entertainment are not considered reimbursable contracted personnel services.
	4. Final invoice of expenditures with receipts showing payment in full or proof of payment. Food, alcoholic beverages of any kind, staffing, payroll and travel are not reimbursable expenses; and
	5. A completed Request for Reimbursement document.

3.3 Funds may not be used for expenditures that are not made in compliance with any applicable State purchasing laws and regulations.

3.4 Grantee may not verbally disparage or distribute materials that negatively reflect on any other agricultural commodity, whether conventionally or organically grown.

3.5 Funds may not, under any circumstances, be used for alcoholic beverages, entertainment or charitable or political contributions.

3.6 Failure of Grantee to utilize Grant funds to create, expand or promote Texas agriculture, the farmers market, or Grantee’s agricultural business as described in Grantee’s application shall result in the withholding of payments, denial of request for reimbursement, or revocation of the Grant. In the event that it is determined that Grantee misused grant funds following payment of reimbursement of funds by TDA, Grantee shall be responsible for repayment of grant funds received, a determination that Grantee is ineligible for future Program funds and participation for a determined amount of time, or the assessment of other sanctions or remedies as provided by law, including, without limitation, those remedies and enforcement provisions outlined in the Uniform Grant Management Standards (UGMS).

3.7 The Agreement is subject to the availability of state, federal or private funds. If such funds become unavailable during the term of Agreement and Grantor is unable to obtain sufficient funding for the Agreement, the Agreement will be reduced or terminated.

3.8 Grantee understands that in order to be eligible for payment from Grantor, Grantee must be in good standing with the Texas Comptroller of Public Accounts.

3.9 Grantor, to the extent allowed by law, shall reimburse Grantee only for actual, reasonable and necessary expenses, in accordance with UGMS and only to the extent such expenses have been incurred by Grantee in the fulfillment of the objectives.

3.10 Funds reimbursed under the Agreement must be classified as “grants” for financial reporting purposes.

3.11 Grantor will deny any requests for reimbursement and/or require repayment of Grant funds disbursed to Grantee if:

1. Grantee fails to submit a complete request for reimbursement including all required documentation within sixty (60) days;
2. Grant funds are misused;
3. Grantee violates any term, condition or provision of this Agreement; or
4. Grantee made any misrepresentations to Grantor in obtaining this Agreement.

**4. Agreement Modifications**

4.1 The Agreement cannot be changed, terminated or modified in any manner other than as provided for herein. Grantor is not obligated to approve requests for modification.

4.2 The Grantee may request changes to the Agreement, budget or objectives by submitting the requested change to the Grantor in writing. Except as otherwise provided in the Agreement, requested changes shall only become effective upon written approval of Grantor. Written notice of approval or denial of Grantee’s request will be sent to Grantee.

**5. Compliance**

5.1 Access to Records. During the term of Agreement and for at least three (3) years after termination of the Agreement, Grantee shall allow representatives of Grantor and/or the State Auditor’s Office upon request by such, access to and the right to examine the premises, books, accounts, records, files and other papers or property belonging to or in use by Grantee and pertaining to the Agreement. Such records shall be maintained by Grantee at a location that is readily accessible to Grantor and/or the State Auditor’s Office.

5.2 Authority to Audit and Investigate. Grantee understands that acceptance of grant funds under the Agreement acts as acceptance of the authority of the State Auditor’s Office, its successor agency, and any representative of the Grantor to conduct an audit or investigation in connection with such funds. Grantee further agrees to cooperate fully with the State Auditor’s Office, its successor or any representative of the Grantor in the conduct of the audit or investigation, including providing all records requested and providing the State Auditor or any representative of the Grantor with access to any information they consider relevant to the investigation or audit. Grantee shall ensure that the clause concerning the authority to audit funds received indirectly by any subcontractors used by Grantee and their requirement to cooperate is included in any subcontracted awards.

5.3 Records Retention. All records under the Agreement are required to be maintained by Grantee for three years after the expiration or termination of the Agreement, or any litigation or audit is completed, whichever is longer.

5.4 Copies of Financial Audit. If Grantee has a financial audit performed in any year during which Grantee receives funds from Grantor, and if Grantor requests information about the audit, Grantee shall provide such information to Grantor or provide information as to where the audit report can be publicly viewed, including the audit transmittal letter, management letter, and any schedules in which Grantor’s funds are included.

5.5 Notification of Subcontract/Assignment. Any delegation by Grantee to a third party of any of the duties and responsibilities under the Agreement shall not relieve Grantee of its responsibility to Grantor for its proper performance under the Agreement. Grantee cannot subcontract or assign any of its duties under the Agreement without advance written notice to Grantor and prior written approval of Grantor, which shall not be unreasonably withheld. Lack of notice may be grounds for termination of the Agreement.

5.6 Funding Statement. All materials produced as a result of the grant project must include a statement that the work was funded, in whole or in part, by the Program as administered by the Texas Department of Agriculture.

**6. Remedies for Noncompliance**

6.1 If Grantee materially fails to comply with the terms of this Agreement, Grantor may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:

1. Temporarily withhold reimbursements pending correction of the deficiency by Grantee;
2. Disallow all or part of the cost(s) of the activity(ies) or action(s) not in compliance;
3. Wholly or partly suspend or terminate the award made under this Agreement;
4. Withhold further awards for the Program;
5. Require reimbursement to Grantor for any funds that were not properly expended under this Agreement; or
6. Take other remedies that may be legally available.

**7. Termination of Agreement**

7.1 The Agreement may be terminated at any time by mutual consent. In addition, either party may terminate the Agreement, without cause, upon thirty (30) days’ written notice via registered or certified mail, return receipt requested, to the other party. Early termination of the Agreement shall not relieve Grantee from the obligation of providing final performance and budget reports regarding the expenditure of grant funds received prior to termination. If one party terminates the Agreement, pursuant to this section, then the effective date of termination is thirty days from the date that the non-terminating party receives the notice of termination.

**8. General Terms and Conditions**

8.1 Delegation to Third-Party. Grantee is not relieved of its duties and obligations imposed by the Agreement through delegation by Grantee to a third-party.

8.2 Agreement Binding. The Agreement shall be binding on and inure to the benefit of the parties and their officers, executives, administrators, legal representatives, and successors except as otherwise specified herein. Neither party may assign or transfer the Agreement without the written consent of the other party. The parties intend to be legally bound and have executed the Agreement as evidenced by their signatures on the date indicated below. The Agreement is not effective unless and until it has been signed by both parties.

8.3 Grantee Responsible for Compliance. Grantee shall be solely responsible for compliance with all federal, state, and municipal laws, ordinances, regulations, and purchasing or contracting guidelines in the accomplishment of the grant project funded by the Agreement, and failure to comply with such shall constitute cause for immediate termination of the Agreement in accordance with Section 8 of this Attachment.

8.4 Agreement does not Create Debt. The Agreement shall not be construed as creating any debt on behalf of the State of Texas, and/or Grantor in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6, of the Texas Constitution, all obligations of the State of Texas or Grantor hereunder are subject to the availability of appropriations and authorization to pay by the Texas Legislature.

8.5 Indemnification. Grantee shall indemnify and hold harmless, to the extent allowed by the laws and Constitution of the State of Texas, Grantor, its executives, officers, agents and employees, from any and all claims, demands, and causes of action arising from or related to Grantee’s performance under the Agreement, including reasonable attorney’s fees and settlement costs incurred in defending or settling any such claims.

8.6 Grantee Not Employee of Grantor. Grantee, its employees, contractors, and/or subcontractors shall not present themselves as or be construed as employees or agents of Grantor. Neither Grantee nor its employees have an employer-employee relationship with Grantor.

8.7 Representations and Warranties of Grantee. Grantee represents and warrants that: it has the full right and authority to enter into the Agreement and to bestow on Grantor the rights and privileges set forth in the Agreement; it has obtained all necessary approvals prior to execution of the Agreement; it is in good standing with the Texas Comptroller of Public Accounts, and in all other jurisdictions in which it is required to be so qualified for performance of the Agreement; and it has paid all necessary fees, and it has obtained all necessary certifications, registrations, approvals and licenses necessary to perform the Agreement.

8.8 Applicable Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue shall lie in the District Courts of Travis County, Texas.

8.9 Dispute Resolution. The Agreement is subject to the dispute resolution procedures set forth in Chapter 2260 of the Texas Government Code.

8.10 Uniform Grant Management Standards. The Agreement shall comply in all respects with the Uniform Grant Management Standards (UGMS), Texas Government Code, §783.007. In the case of any conflicts between UGMS and the Agreement, UGMS shall control.

8.11 Texas Public Information Act. Grantee acknowledges that all information provided by Grantee pursuant to the Agreement, including information and material referred to in the Agreement, is subject to the Public Information Act (the Act), Texas Government Code, Chapter 552, and may be subject to disclosure to the public.

8.12 Headings. Captions and headings of the sections or paragraphs of the Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of the Agreement, nor shall they be employed to interpret or aid in the construction of the Agreement.

8.13 Severability. If any part of the Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from the Agreement and the remaining part shall remain in full force and effect, and the parties shall promptly negotiate to replace invalid or unenforceable provisions that are essential parts of the Agreement.

8.14 Waiver. A waiver by Grantor of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future.

8.15 Force Majeure. Neither Grantee nor Grantor shall be liable to the other for any delay in, or failure of performance, of any requirement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, events and matters related to public health, whether local, state, regional, national or worldwide, including, without limitation, disease, epidemic, pandemic, viral or bacterial outbreaks, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

This Agreement is executed by the Parties in their capacities as stated below.

**Accepted and Agreed:**

**Grantor:**

**Texas Department of Agriculture**

**P.O. Box 12847**

**Austin, Texas 78711**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Karen Reichek, Administrator for Trade and Business Development

**Grantee:**

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Event Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Official Signature

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Print Name and Title of Authorized Official