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New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

91

June 11, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Agriculture, Markets, and Food to enter into a **Sole Source** contract with New Hampshire FFA Foundation, Concord NH, (Vendor Code: 225248) in the amount of \$30,000 to promote agricultural science educational programming and outreach activities, effective upon Governor and Council approval through to June 30, 2025. **100% General Funds**

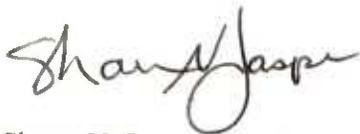
Funds are available in the following account for Fiscal Years 2024 and 2025 with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified. **02-18-18-185510-79710000 – FFA**

<u>OBJECT CLASS</u>	<u>ACCOUNT</u>	<u>FY 24</u>	<u>FY 25</u>	<u>TOTAL</u>
102-500731	Contracts for Program Services	\$15,000	\$15,000	\$30,000

EXPLANATION

The New Hampshire Department of Agriculture, Markets, and Food (DAMF) wishes to support the New Hampshire FFA Foundation in promotion of agricultural science educational programming and assistance towards the operation of the Granite State FFA Association. This request is **Sole Source** as the New Hampshire Legislature included \$15,000 per fiscal year in funding within the Department of Agriculture, Markets, and Food biennial budget to support NH FFA activities.

Respectfully submitted



Shawn N. Jasper
Commissioner

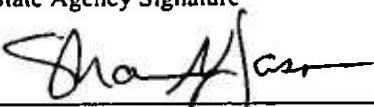
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Dept. of Agriculture, Markets and Food		1.2 State Agency Address PO Box 2042, Concord, NH 03302-2042	
1.3 Contractor Name New Hampshire FFA Foundation		1.4 Contractor Address 25 Capitol St, Room 220, Concord NH 03302	
1.5 Contractor Phone Number 603.224.1934	1.6 Account Unit and Class 79710000-500731	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$30,000
1.9 Contracting Officer for State Agency Joshua Marshall		1.10 State Agency Telephone Number 603-271-3551	
1.11 Contractor Signature  Date: 5/30/24		1.12 Name and Title of Contractor Signatory JONATHAN EZRA PRESIDENT	
1.13 State Agency Signature  Date: 6/7/24		1.14 Name and Title of State Agency Signatory Shawn N. Jasper, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Sheri Phillips, AAG On: 6/7/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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 given in blocks 1.2 and 1.4, herein.

18. 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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. 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 with respect to the subject matter hereof.

Exhibit A

No changes or additions

Exhibit B

Promote Agricultural science educational programs and raise funds to support the operation and activities of the Granite State FFA Association

Exhibit C

The contractor will be paid according to the following schedule. Payment will be made within thirty (30) days of submission of an invoice and the contracted amount is not to exceed \$30,000.00.

April 15, 2024	\$15,000
August 1, 2024	\$15,000

Initials JE
Date 5/30/24

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE FFA FOUNDATION, INCORPORATED is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 26, 1962. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63918

Certificate Number: 0006689710



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, KATHERINE DUNN-LAW, hereby certify that I am duly elected Clerk Secretary/Officer of
(Name)
THE NEW HAMPSHIRE FFA FOUNDATION. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on MAY 8, 2024
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Jonathan Ebba (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

The New Hampshire FFA Foundation with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 5/10/24

ATTEST: Katherine Dunn-Law, Secretary
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Michael Bertolone Representing American National
1 Fisher Avenue
Boscawen, New Hampshire 03303

CONTACT NAME: Madison Keaton
PHONE (A/C, No., Ext.): 603-223-6686
FAX (A/C, No.):
E-MAIL ADDRESS: Madison.Keaton@American-National.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	American National Insurance	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Granite State Association of Future Farmers of America
Po Box # 2042
Concord, New Hampshire 03302-2042

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Select Business Package GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	2801X1153	01/08/24	01/08/25	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
NH Department of Agriculture, Markets and Food
PO Box 2042
Concord, NH 03302

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
Michael N Bertolone



Mail completed form to:
 NH Attorney General's Office
 Attn: Charitable Trusts Unit
 One Granite Place South
 Concord, NH 03301

FORM NHCT-12

ANNUAL REPORT

*Instructions for the form are at the following web link:

<https://www.doj.nh.gov/charitable-trusts/documents/nhct12-instructions.pdf>

This form must be accompanied by a payment in the amount of \$75.00, unless previously paid with Form NHCT-14 for the reporting period. Checks must be made payable to "State of New Hampshire".

Report is for fiscal year-end date (MM/DD/YYYY): 12/31/2023

Is this a consolidated report for multiple years because the entity was granted a suspension of its annual requirement?

- Yes (if yes, state the beginning date of the consolidated report) _____
 No

CHARITABLE TRUST INFORMATION

Entity Name NH FFA Foundation	<input type="checkbox"/> Check here if new name	NH Charitable Trusts Unit Registration No. 11064		
Mailing Address 295 Sheep Davis Road	<input type="checkbox"/> Check here if new address	City Concord	State NH	Zip 03301
Entity Website Address				

CONTACT INFORMATION

Contact Name Jonathan Ebba			
Contact Address 700 Franklin Pierce Hwy	City Barrington	State NH	Zip 03825
Contact Telephone Number 603-793-7586			
Contact Email Address jonathan.ebba@unh.edu			

CHARITABLE TRUST QUESTIONNAIRE

1. Did the entity submit a request to extend the deadline to file the annual report with payment of the \$75.00 filing fee required by RSA 7:28-a, II?
- Yes
 No

2. Did the entity file with the IRS a Form 990, Form 990-EZ, or Form 990-PF for the reporting period?
- Yes
 No (If no, complete Form NHCT-12, Schedule A.)

If yes, submit the form in lieu of Schedule A. If the entity also files an annual account with the New Hampshire Circuit Court, Probate Division, submit that as well. NOTE: we do not accept the Internal Revenue Service Form 990-N. Entities that file Form 990-N will need to complete the following Financial Report questions. Part I – Part III.

NH Entities Only: *If the entity has revenue of more than \$500,000, but less than \$2 million, it must submit a GAAP financial statement, pursuant to RSA 7:28, III-a. This financial statement may be prepared by the entity in-house or may be prepared by an accountant and reviewed and approved by the entity. If the entity has revenue of more than \$2 million, it must file an audited financial statement examined by a certified public accountant, pursuant to RSA 7:28, III-b. NOTE: this requirement does not apply to entities that file Form 990-PF with the IRS.*

3. Is the entity a New Hampshire nonprofit corporation (RSA 292) or otherwise headquartered in New Hampshire?
- Yes (if yes, and the entity is not a private foundation, complete Form NHCT-12, Schedule C.)
 No

4. Does the entity issue/offer Charitable Gift Annuities to New Hampshire citizens?
- Yes (if yes, complete Form NHCT-12, Schedule D)
 No

5. Is this the entity's final report (*i.e., is your entity dissolving, withdrawing from registration*)?
- Yes (if yes, complete Form NHCT-12, Schedule E)
 No

6. All charitable trusts are required to submit a governing board list (complete Form NHCT-12, Schedule B)

FORM NHCT-12 : SCHEDULE A

Year-end: 2023

FINANCIAL REPORT

A. Employer Identification Number 02-6007095

B. IRS Federal Tax Exemption Status **select one*

- 501 (c)(3) 501 (c) (_____) Not tax exempt

Check Here if: 1023 or 1023-EZ application is pending review with the IRS

Check Here If: Part of IRS group tax exemption

If part of an IRS group tax exemption, state the name of the central organization:

Part I: Statement of Program Service Accomplishments

C. Describe the entity's primary charitable purpose: Promote Agricultural Science Education pro:

D. Describe briefly, for each of the entity's largest programs (measured by expenses), the services provided and the number of persons benefited *(the program expense amounts must also be included within the expense category in Part II, lines F8 through F16):*

Description of Program	Program Expenses
FFA Programs - State Convention, Scholarships, Offset cost of student transportation, 500+ stu	\$40,000
operational Expenses/Independent Contractor, 500+ FFA members/students	\$20,004

Part II: Revenue and Expenses

E. Revenue	
1. Donations and grants received (not fundraising events)	\$ <u>50,568.72</u>
2. Program service revenue (received in exchange for services)	\$ _____
3. Membership fees	\$ _____
4. Interest and dividends	\$ <u>150.47</u>
5. Gross receipts from special fundraising events and activities	\$ _____
6. Other revenue	\$ <u>8,815.94</u>
7. Total revenue (add lines 1 through 6)	\$ <u>59,535.13</u>

F. Expenses

8. Cash and benefit amounts paid to unrelated persons or groups	\$ <u>40,000.00</u>
9. Cash and benefit amounts paid to or for directors or members	\$ _____
10. Compensation of officers, directors, and key employees	\$ _____
11. Other salaries and wages	\$ _____
12. Payroll taxes and employee benefits	\$ _____
13. Professional fees and other payments to independent contractors	\$ <u>20,004.00</u>
14. Occupancy, rent, utilities, and insurance	\$ <u>500</u>
15. Printing, publications, postage, office supplies, and IT	\$ <u>1,614.40</u>
16. Other expenses	\$ <u>2,919.55</u>
17. Total expenses (add lines 8 through 16)	\$ <u>65,037.95</u>

G. Net income (or loss) (subtract line 17 from line 7)	\$ <u>(-) 5,502.82</u>
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Part III: Balance Sheet**H. Assets**

1. Cash, savings, investments	\$ <u>85,583.92</u>
2. Real estate less any depreciation	\$ _____
3. Other property and equipment less any depreciation	\$ _____
4. Pledges, grants, accounts receivable	\$ _____
5. Other assets	\$ _____
6. Total assets (add lines 1 through 5)	\$ <u>85,583.92</u>

I. Liabilities

7. Accounts payable	\$ _____
8. Loans, grants payable	\$ _____
9. Other Liabilities	\$ _____
10. Total liabilities (add lines 7 through 9)	\$ <u>0.00</u>

J. Fund Balance/Net worth (subtract line 10 from line 6)	\$ <u>85,583.92</u>
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K. Amount of fund balance that is donor-restricted	\$ _____
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L. Fund balance/net worth at prior year end (prior year's Line J)	\$ <u>91,086.51</u>
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M. Change in fund balance (subtract line L from line J)

\$ (-) 5,502.08

N. Explain reason for change in fund balance (line M)

Most likely donations/fees received or paid at the beginning or end of the year.

Part IV: Other Information

O. Did the entity experience any significant thefts, embezzlements, or other diversions of assets during the reporting period?

Yes No

If yes, please explain:

FORM NHCT-12 : SCHEDULE B

GOVERNING BOARD LIST¹

Entity Name: NH FFA Foundation Year-end: 2023

For entities based in New Hampshire, provide all the information set forth in the chart below.

For entities not based in New Hampshire, complete the names and titles of the members of the governing board on this Schedule B, or submit a board list containing the names and titles of the governing board.

Name	Title	Home Address	Daytime Telephone Number	Email Address	Av. Hours per week devoted to position	Compensation and benefits paid (enter 0 if none)
Jonathan Ebba	President	700 Franklin Pierce Hwy Barrington, NH 03825	603-793-7586	jonathan.ebba@unh.edu	5	0
Scott Williams	Vice	9 Depot Road Stratham, NH 03885	603-770-1746	philscottwill@gmail.co	5	0
Wilber Heath	Treasurer	28 Penney Lane Barrington, NH 03825	603-833-7539	weejnh@myfairpoint.net	5	0
Katie Dunn-Law	Secretary	8 Randlett St. Concord, NH 03301	603-368-6331	kdunn2002@hotmail.com	5	0
Suzanne Babel		284 Bolan Road Milton, NH 03851	603-652-7508	sjbabel527@gmail.com	2	0
Anne DeMarco		240 Pickpocket Rd Brentwood, NH 03833	603-772-3890	ademarco@sau18.org	2	0
Shawn Jasper		PO Box 2042 Concord, NH 03302	603-271-3551	shawn.jasper@agr.nh.gov	2	0
Julianne Scarfs		PO Box 129 Freeport, ME 04032	207-730-2768	jjscarks@gmail.com	2	0
Josh Marshall		108 West Road Canterbury, NH 03224	603-545-7794	josh.marshall15@gmail.com	2	0
Chrystina Moran		425 North Road Candia, NH 03034	603-234-5	dessertgetaway@gmail.com	2	0
Gail Sanders		496 Shaker Blvd Enfield, NH 03748	802-922-8295	gkileys@aol.com	2	0
Trish Ballantyne		1 Brickyard Sq Ste 14 PMB 444 Epping, NH 03042	603-205-5874	ballantyne.trish@gmail.com	2	0

¹The entity is permitted to submit its own spreadsheet in lieu of Form NHCT-12: Schedule B, as long as the spreadsheet contains the information requested herein.

CONFLICT OF INTEREST AND GOVERNANCE REPORT

Required for all New Hampshire-based charitable entities, except those that file an IRS Form 990-PF.

1. Has there been a change made to the entity's conflict of interest and/or pecuniary benefit transaction policies this year?

Yes No *(If yes, attach the new policy)*

2. Did any officer, director, trustee, or member of his/her immediate family, or his/her employer/business (hereinafter an "interested person") obtain a pecuniary benefit (see RSA 7:19-a) from the entity in the last year?

Yes No

3. Did the entity make a real estate transaction with or occupy real estate owned or rented by an interested person?

Yes No

4. Was an advance or payment made on a loan to or from an interested person?

Yes No

5. For every "yes" answer to questions 2, 3, and 4, provide the following:

Name/Relationship of Interested Person	Name or Director/Officer/Trustee	Description of Transaction (i.e., car sale, salary, etc.)	Amount

6. Did any of the pecuniary benefit transactions listed in No. 5 above amount to \$5,000 or more in the aggregate during the fiscal year?

Yes No

If yes, submit each of the following to the Charitable Trusts Unit:

- Notice/letter sent to the Charitable Trusts Unit
- Newspaper notice
- Board meeting minutes approving the transaction

NOTE: The Director of Charitable Trusts may request copies of additional documentation relating to any pecuniary benefit transaction, pursuant to RSA 7:24.

7. Has the organization amended its formation documents (articles of agreement, declaration of trust, constitution) or its bylaws within the reporting period?

Yes No *(If yes, submit a copy of the updated documents)*

8. How many times did the Board of Directors meet during the reporting period?

0 Times 1 Time 2 Times
 3 Times 4 Times More than 4 times

9. Did the entity use a professional solicitor, fundraising counsel, or commercial co-venturer to solicit contributions on the entity's behalf during the reporting period?

Yes No *(If yes, list their name(s) and address(es))*

Name of Professional Fund Raiser or Commercial Co-Venture	Address

10. Was the entity the subject of any fine, penalty or adverse judgment?

Yes No *(If yes, attach a copy of the document(s) related to the fine, penalty or adverse judgment)*

11. Is the entity a "fiscal sponsor" for another organization?

Yes No *(If yes, list the name and address of each organization)*

Name	Address		
	City	State	Zip

CHARITABLE GIFT ANNUITY CERTIFICATION

Required for all charitable entities that issue charitable gift annuities in New Hampshire

1. The person signing Form NHCT-12 on behalf of this entity certifies that the organization has entered into one or more charitable gift annuity agreements in New Hampshire and that each such agreement is and shall be a qualified charitable gift annuity (as defined in NH RSA 403-E-1, V) in that on the date of the annuity agreement, it: *(check each of the following to certify)*

- Has a minimum of \$300,000 in unrestricted cash, cash equivalents, or publicly traded securities, exclusive of the assets funding the annuity agreement;
- Has been in continuous operation for at least 3 years or is a successor or affiliate of a charitable entity that has been in continuous operation for at least 3 years;
- Issues charitable gift annuities with payout ratios no greater than recommended by the American Council on Gift Annuities at the time of issuance;
- Retains 100 percent of the contribution made in exchange for each charitable gift annuity, increased by earnings on the contribution and decreased by annuity payments and expenses properly allocated to the annuity, until the annuity is terminated; and
- Invests contributions made in exchange for charitable gift annuities solely in conformance with article 9 of RSA 564-B, general standards of prudent investment.

2. Check the applicable box:

- Initial notification; or
- Annual recertification

WITHDRAWAL REPORT

Complete for any entity that is withdrawing its registration with the Charitable Trusts Unit.

1. Reason for withdrawal (check only one and attach requested documentation):

Reason for Dissolution	Attachment Required
A. <input type="checkbox"/> Dissolution of NH nonprofit corporation	NH Secretary of State Form NP-5
B. <input type="checkbox"/> Merger of NH nonprofit corporation	The plan of merger filed with the Secretary of State, pursuant to RSA 292:7
C. <input type="checkbox"/> Express trust termination	Document reflecting termination
D. <input type="checkbox"/> Dissolution of unincorporated association	Minutes of the board meeting at which the vote to dissolve was approved
E. <input type="checkbox"/> Cessation of charitable activities (only for non-§501(c)(3) organizations)	Minutes of board meeting at which the vote to cease charitable activities was approved
F. <input type="checkbox"/> Withdrawal from NH of foreign nonprofit corporation	NH Secretary of State Form FNP-5 (if not filed with NH Secretary of State, attach dissolution document filed in your state)

2. Charitable assets (by type and value)

Charitable Asset	Asset Value

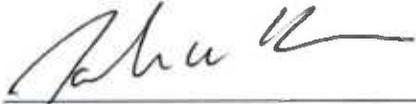
3. Distribution of assets (not required if box 1F is checked above)

Recipient Entity - name	Recipient Entity - contact name/title	Recipient Entity - email address	Recipient Entity - phone number	Recipient Entity - mailing address	Federal Tax ID number	Recipient Entity - federal tax status	Date of distribution

CERTIFICATION

The certification must be signed by the president or treasurer of the governing board or a trustee of an express trust

I hereby certify that the information in this report is true and correct to the best of my knowledge and belief subject to penalty of making unsworn, false statements under RSA 641:3 and RSA 641:8.



Signature

Jonathan Ebba

Print Name of Signatory

President

Title

5-08-24

Date

**The New Hampshire FFA Foundation
25 Capitol Street Concord, NH 03301**

Board of Directors

Name	Affiliation
Jonathan Ebba	UNH
Scott Williams	Independent
Wilber Heath	Independent
Katie Dunn-Law	NHDAMF
Suzanne Babel	Independent
Anne DeMarco	SST
Shawn Jasper	NHDAMF
Julianne Scarks	Independent
Josh Marshall	NHDAMF
Chrystina Moran	Independent
Gail Sanders	Independent
Trish Ballantyne	Independent

Katherine Dunn-Law

Education

Southern New Hampshire University, Manchester, NH BS in Environmental Science	Graduated 2021
College of Santa Fe, Santa Fe, NM BA in Theatre	Graduated 2001

Professional Experience

NH Department of Agriculture, Markets and Food, Concord, NH Produce Safety Program Assistant	January 2023 - Present
Eastern Analytical, Inc., Concord, NH Wet Chemistry Department Manager and Analyst	May 2012 - January 2023
Interlakes Animal Hospital, Meredith, NH Veterinary Technician	July 2008 - May 2012
Los Angeles Zoo and Botanical Garden, Los Angeles, CA Veterinary Technician, Animal Keeper and Student Liaison	February 2003 - June 2007

Wilber Heath

Experience

Sanders Associates – Electronic Technician

Edison Electronics – Electronic Technician

Data General – Supervisor

Ed Byrnes – Service Advisor

DBC-Mifco – Software Programmer

SCI Systems – Supervisor/Product Engineer

US Navy – Engineering Tech/Section Leader

Retired

Training

Graphic Science

Parts Operation Management

Interpersonal Service Skills

Project Management

WPI Maintenance Management

Manufacturing Management

Motivating Employees

Issues and Responsibilities in Supervision

Investment in Excellence

Computerized Project Management

One on One Communications

Quality Circle Leader

Team Training

Interaction Management

Career Counselling

Scott Williams

Bio and education

Born 1956 in Presque Isle, Maine, into a Potato Growing Family.

Graduated from Presque Isle High School 1974 after 4 years of Vo-ag and FFA, and went on to become Maine State President in 1975-76 and received my American Farmer Degree in 1976. I was also a Star State Agri Businessman, received the State Farmer Degree, and played 2 years in the National FFA Band at the national conventions.

Work experience

After a few disastrous years of growing potatoes, I evolved into a couple of manufacturing jobs, the last of which was here in Newington, NH. where I was employed for 32 years; September 1986 through September 2018. I worked my way through the ranks, retiring as Director of Operations responsible for a one million dollar per day operation. During those manufacturing years I kept some farming skills warm by working part time on several farms in this Seacoast area.

Upon retiring in 2018, ... I took a couple days off and then started working at Barker's Farm <https://www.barkersfarm.com> and Big Scott's Local Grown LLC <https://bigscottlocalgrown.com>. Back to a farming situation where my true passion has always been.

I grow Microgreens, I am one of three growers growing Dry Corn for Vida Tortilla <https://www.facebook.com/vidatortilla/>, Pop Corn and Garlic.

Jonathan M. Ebba

Greenhouse and controlled environment agriculture educator

Accomplished greenhouse and controlled environment agriculture expert with real-life experience in production, management, teaching, consultation and applied research.



Skills

Creating collaborations to develop programs with meaningful, real-world impacts based on accurate assessment of needs. Understandable direct technical assistance to help growers be more profitable and sustainable. All aspects of greenhouse facility management, design and construction. All aspects of production of controlled environment crops, including hydroponic vegetables and ornamentals.

Professional experience

UNH Cooperative Extension Dover, NH. Field Specialist for Commercial Horticulture
06/2018- Present

Thompson School of Applied Science Durham, NH. Horticulture Facility Manager
06/2015-05/2019 (1 year concurrent with UNH Cooperative Extension)

- created and taught college courses in greenhouse management and crop production while simultaneously managing teaching greenhouses with associated garden center and hydroponics farm.

NH Agricultural Experiment Station Macfarlane greenhouses, Durham, NH. Greenhouse Technician
02/2011- 01/2015

- maintained plant material used in research while maintaining and upgrading the greenhouse facility.

Lake Street Garden Center, LLC Salem, NH. Grower/ Manager
08/2003- 02/2011

- managed multiple crews to produce annual and perennial crops for retail sale

Orchard Hill Greenhouses Londonderry, NH. Grower/ Manager
09/1999- 08/2003 & 03/1995- 01/1998

- produced annual and perennial crops for wholesale

Paramount Steel, Inc Houston, TX
01/1998- 04/1999

Manager- Estimating & Shop Drawings Department

- oversaw two estimators and one CAD draftsman for multi-family construction subcontractor including all aspects of construction bid, contract negotiation and job execution

Education

2019 MS in Plant Biology from the University of New Hampshire, Durham, New Hampshire

2013 BA in Biology from Fordham University, Bronx, NY

**The New Hampshire FFA Foundation
25 Capitol Street Concord, NH 03301**

Key Personnel

Name	Annual Salary	Amount of Salary paid by contract
Jonathan Ebba	\$0	\$0
Scott Williams	\$0	\$0
Wilber Heath	\$0	\$0
Katie Dunn-Law	\$0	\$0