



# New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500  
Headquarters: (603) 271-3421  
Website: www.WildNH.com

Scott R. Mason  
Executive Director

100

TDD Access: Relay NH 1-800-735-2964  
Fax: (603) 271-1438  
Email: info@wildlife.nh.gov

488

July 29, 2024

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

## REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a **SOLE-SOURCE** contract with Roger Stephenson, d/b/a Stephenson Strategic Communications Stratham, NH (vendor code 164374), in an amount not to exceed \$28,100.00 for fundraising efforts for the Nongame and Endangered Wildlife Program upon Governor and Council approval through September 30, 2026. 100% Other Funds (Nongame).

Funds are available in the following account for Fiscal Year 2025, and are anticipated to be available in Fiscal Year 2026, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

### **03 7575 751520-21250000 WILDLIFE PROGRAM - Nongame Species Management**

		<u>FY25</u>	<u>FY26</u>
20-07500-21250000-046-500464	Consultants	\$13,650.00	\$14,450.00

## EXPLANATION

This request is **sole source** because of Roger Stephenson's extensive professional experience with fundraising for conservation entities and his specific long-standing experience of working with and growing the Nongame Program's fundraising efforts. Since 2004 Roger Stephenson, d/b/a Stephenson Strategic Communications, has worked under contract to lead fundraising efforts for the Nongame Program. For the past 20 years, Stephenson has provided exceptional professional service and demonstrated an ability to exceed the Program's fundraising goals. While working under contract with Stephenson Strategic Communications, the Nongame Program has consistently exceeded its fundraising goal of \$100,000 each year. Private donations to support the program during state fiscal years 2023 and 2024 totaled more than \$216,332 and \$229,242 respectively. Roger Stephenson's contract costs to NH Fish and Game remain constant from those approved for fiscal years 2023 and 2024.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

July 29, 2024

Page 2 of 2

The Nongame Species Management Act of 1988 (RSA 212-B) requires NH Fish and Game to develop and implement a comprehensive management program to conserve NH's wildlife diversity including over 400 species that are not hunted, fished or trapped. To fund this work, the State of NH provides up to \$100,000 each fiscal year as match to private donations raised for the program.

The combination of private donations and the State matching grant are critical to qualify for funding via the State Wildlife Grants program administered by the US Fish and Wildlife Service. These federal grants require non-federal match of 75:25 for conservation planning projects and 65:35 for conservation implementation. Therefore, raising sufficient private donations is critical to the continued operation and success of the Nongame and Endangered Wildlife Program.

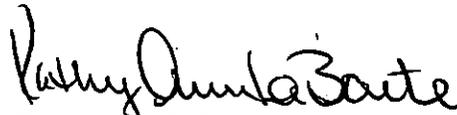
The Nongame and Endangered Wildlife Program is self-supporting and receives no funding from the Fish and Game fund. Stephenson Strategic Communications has worked with Nongame Program staff to develop fundraising strategies, streamline the process and has continually exceeded fundraising goals. Under this contract Stephenson Strategic Communications LLC includes list rentals into the costs of services, services for reminder mailings and personalization, and a second Fall Appeal. Stephenson Strategic Communication LLC will add time and services to coordinate current AFC fundraising activities with the Nongame and Endangered Wildlife Program social media and digital appeals and other opportunities (e.g., email solicitation and on-line giving). Stephenson is a key component to the continued successful fundraising efforts for the Nongame and Endangered Wildlife Program.

Upon Governor and Council approval, Stephenson Strategic Communications LLC will be reimbursed according to completion of tasks that are detailed in exhibits B and C.

Respectfully submitted,



Scott R. Mason  
Executive Director



Kathy Ann LaBonte  
Chief, Business Division

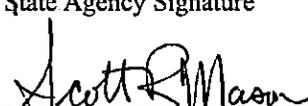
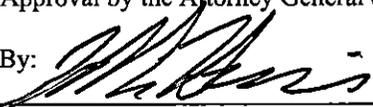
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Roger Stephenson - Stephenson Strategic Communications LLC		1.4 Contractor Address 22 Stephen Drive, Stratham, NH 03885	
1.5 Contractor Phone Number 603-770-9484	1.6 Account Unit and Class 075-2125-046-500464	1.7 Completion Date 9/30/2026	1.8 Price Limitation \$28,100
1.9 Contracting Officer for State Agency Scott Mason, Executive Director		1.10 State Agency Telephone Number 603-271-2461	
1.11 Contractor Signature  Date: 7-19-24		1.12 Name and Title of Contractor Signatory Roger Stephenson, Owner/President	
1.13 State Agency Signature  Date: 8/5/24		1.14 Name and Title of State Agency Signatory Scott Mason, Executive Director	
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:  On: 8/12/2024			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials RWS  
 Date 7/19/24

**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 80:7c 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 91A 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

### SPECIAL PROVISIONS

The insurance requirements within Paragraph 14 of the Agreement is waived as to the Contractor.

## EXHIBIT B

### SCOPE OF SERVICES

**Objective:** To develop and implement a comprehensive fundraising plan for the NHFG Nongame and Endangered Wildlife Program, including coordination, production and evaluation of Annual Fund Campaigns (AFC) and Fall Special Appeals.

**Task a. Fundraising Plan** – Stephenson will write a fundraising plan to meet the objectives stated above for each fundraising year. The fundraising plan will include the tasks detailed in this contract, as well as potential communications and marketing strategies (such as social media, on-line donations, and email) and a timeline for accomplishing stated tasks and objectives including:

1. Summary of current social media presence pertaining to fundraising efforts and any modifications recommended by communications staff.
2. Assessment of relationships with donors including those high donors and recommend specific actions for the Nongame Coordinator and Director's office
3. Discussion of monthly/sustained giving option for donors
4. Suggestions for transitioning donors to on-line donation via email, social media campaigns and reducing mailing costs.
5. Evaluation of considerations of expanding into corporate sponsors

#### **Spring Annual Fundraising Campaign (AFC) – 2025/2026**

**Task b. Kick-off Meeting** – Stephenson will coordinate and meet with Nongame Program and Public Affairs staff by December 2024/2025 to review the Fundraising Plan and determine the theme/focus and key messages of the Annual Fund Campaign and associated materials, premiums and staff assignments.

**Task c. Prospect Letter** - Stephenson will write a new prospect letter for each AFC based on the theme/focus determined at the kick-off meeting and provide a copy for final review and approval by NHFG timing consistent with annual AFC production schedule.

**Task d. Prospective Donors Mailing Lists**– Stephenson will research, select and rent mailing lists (up to \$1,600.00 each year) for new donor acquisition for AFC. An additional 10,000 names may be rented during one year (\$800) as warranted and determined by Stephenson and NHFG.

**Task e. Coordination with Mailhouse** - Stephenson will provide all mailing lists for the spring mail appeal(s) to NHFG by January 15<sup>th</sup> to be included in the required NCOA check prior to

AFC mailing. At this time, Stephenson will provide NHFG with instructions on the merge purge process related to rental lists and current nongame program donors. NHFG will provide the mailing lists and instructions provided by Stephenson to the mailhouse. Following a mail merge and eliminating duplicate postings by the mailhouse, the mailing list will be sent back to NHFG for final review prior to mailing.

Task f. Current Donors – Stephenson will write a personalized AFC renewal letter to people who gave in the previous year, to be reviewed and approved by NHFG. Stephenson will coordinate and produce this annual renewal appeal in house for distribution to approximately 1,000 current donors who have demonstrated support of the Nongame Program.

Task g. Prior year Non-renewal – Stephenson will write a personalized (mail merge) AFC appeal (to be reviewed and approved by NHFG) to those who did not respond to the prior year appeal but have donated in previous years. Stephenson will coordinate and produce this renewal letter in house and oversee mailing.

Task h. License Donors – Stephenson will coordinate with Nongame Program and Business staff to determine a method of regularly obtaining license donor information (license buyers who make the \$5 nongame check-off donation on the multiform license) and incorporating into AFC mailing lists.

Task i. Thank You Letters – Stephenson will write a personalized (mail merge) Thank You letter (to be reviewed and approved by NHFG) for current donors and oversee distribution.

Task j. Evaluations - Stephenson will annually evaluate all AFC direct mail appeal results and provide a written summary to NHFG Nongame Program.

### **Fall Special Appeal – 2024/2025**

Task l. Fall Special Appeal Letter – Stephenson will write a personalized (mail merge) special appeal (to be reviewed and approved by NHFG) to those who renewed their support in the spring of 2024/2025. The special appeal will be distributed in the fall and will focus on one project in particular need of support.

Task m. Fall Special Appeal Sample. Stephenson will provide a complete sample packet with an appeal letter, envelopes, inserts, and return slips to NHFG for review and approval prior to mailing the Fall Special Appeal.

Task n. Fall Special Appeal Mailing - Stephenson will coordinate and produce the Fall Special Appeal letter in house and oversee mailing.

Task o. Evaluations - Stephenson will evaluate Fall Special Appeal results and provide a written summary to NHFG Nongame Program.

*NHFG is responsible for paper stock and postage costs for all mailings.*

*NHFG is responsible for printing, folding and mailing service costs associated with the AFC prospect mailings which includes license donors.*

*NHFG is responsible for supplying postage stamps for current donors, prior year non-renewal donors, and Fall Special Appeal.*

*Stephenson is responsible for printing, folding and mailing costs, with the exception of postage associated with the current donors, prior year non-renewal donors, and Fall Special Appeal.*

## **EXHIBIT C**

### **METHOD OF PAYMENT**

#### **NONGAME AND ENDANGERED WILDLIFE PROGRAM FUNDRAISING**

a) NHFG agrees to reimburse the Contractor up to \$28,100.00 of approved project expenses.

b) Bills and reports shall be submitted to NHFG according to the following schedule:

October 15, 2024/2025	Provide complete sample of Fall Special Appeal items including a letter, paper stock, return slips, inserts and envelopes to be used for distribution to active donors. Invoice amount: \$1,836.00/yr.
November 1, 2024/2025	Fall Special Appeal mailing completed. Invoice amount: \$2,209.00/yr.
January 15, 2025/2026	Annual Fundraising Plan and kick-off meeting completed. Invoice amount: \$1,836.00/yr.
February 28, 2025/2026	Final proof of all AFC mailing pieces for new donor acquisition campaign completed. Final proof of renewal letters for active donors completed. Mailing lists provided to NHFG. Invoice amount: 2,154.00/yr.

Rental of additional 10,000 names (beyond the annual 5,000 names/year)

Invoice amount - \$800 (one year only)

April 1, 2025/2026

AFC Mailing to Prospective and Active donors completed.  
Final proof of thank you letters for active donors  
completed.

Invoice amount: \$1944.00/yr.

June 15, 2025/2026

Oversee compilation of Annual Fund Campaign results and  
distribution of thank you letters to all donors.

Invoice amount: \$1,836.00/yr.

July 15, 2025/2026

Analyze results of Annual Fund Campaign and complete  
report on findings and recommendations.

Final invoice amount: \$1,835.00/yr.

c) The Contractor agrees to maintain financial documents necessary to comply with State and Federal regulations.

d) Actual dollar amounts spent within each line item may vary depending on unforeseen additional grants received or expenses incurred.

e) All donor information is confidential and for the use of the Nongame Program only. NHFG retains the copyright to all materials produced under this contract.

# State of New Hampshire

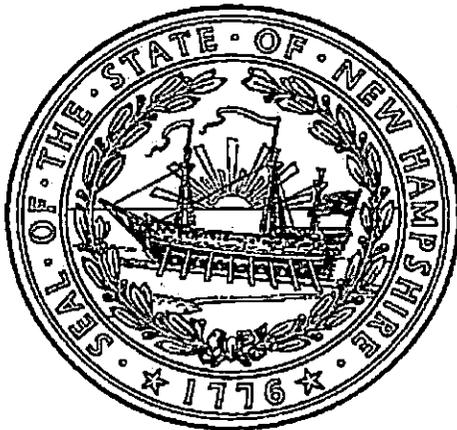
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that STEPHENSON STRATEGIC COMMUNICATIONS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 29, 2016. 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: 742392

Certificate Number: 0006739228



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of July 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

**STEPHENSON  
STRATEGIC  
COMMUNICATIONS**

**CERTIFICATE OF AUTHORITY**

I, **Roger Stephenson**, as sole owner of my business (Stephenson Strategic Communications LLC) certify that I am authorized to enter into contract with the State of New Hampshire on behalf of myself.

In witness whereof, I have set my hand as the sole owner of the business this

19 day of July, 2024.

[Signature] Sole Owner

State of New Hampshire

County of Rockingham

On July 19, 2024, before the undersigned officer personally approved the person identified in the foregoing certificate known to me (or satisfactorily proven) to be the owner of the business in the foregoing certificate and acknowledged that she/he executed the foregoing certificate.

In witness whereof, I set my hand and official seal.

[Signature]

Notary Public. My commission expires 02/21/2029

