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New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
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Glenn Normandeau
Executive Director

February 11, 2013

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFGD) to amend a cooperative agreement with the Recreational Boating and Fishing Foundation (RBFF) approved by Governor and Council on March 7, 2012 (Item #FG41) for the purposes of implementing a direct mail marketing program targeting lapsed anglers to increase fishing license sales from date of Governor and Council approval through March 31, 2014. This is a time extension only. No cost is involved.

EXPLANATION

Over the past five years, the New Hampshire Fish and Game Department has been selected by the RBFF to receive an award up to \$25,000 to implement a direct mail marketing program on behalf of NHFGD that has been directed toward New Hampshire's lapsed anglers. Upon Governor and Council approval, RBFF will modify the amount of funds provided from \$25,000 to \$50,000, as follows: RBFF shall provide funds to not exceed \$50,000 to implement the program on behalf of sub recipient as detailed in the Partnership Overview.

RBFF shall provide technical assistance to NHFGD as described in the Partnership Overview. All such assistance shall be facilitated by the RBFF Program Manager. NHFGD will assist in the implementation of the project as described in the Partnership Overview.

The RBFF is a tax-exempt 501(c)(3) corporation that has researched and led a national program to increase awareness of the benefits of fishing participation and to increase license sales. New Hampshire was selected as one of 30 original states to participate in the program and receive financial awards to assist in marketing. This is the sixth year we have entered into an agreement with RBFF. Results of this program are available for review.

The Cooperative Agreement is attached and it details the specifics of the project to be undertaken.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte
Chief, Business Division

**AMENDMENT #1
COOPERATIVE AGREEMENT
NEW HAMPSHIRE FISHING LICENSE MARKETING PROGRAM
AGREEMENT #RBFF-12-G-289**

WHEREAS, the Recreational Boating and Fishing Foundation, a tax-exempt 501(c)(3) corporation with offices at 500 Montgomery Street, Suite 300, Alexandria, VA 22314 (hereinafter "RBFF") and New Hampshire Fish and Game Department with its principal office at 11 Hazen Drive, Concord, NH 03301 (hereinafter, "Subrecipient"), entered into Cooperative Agreement #RBFF-12-G-289 (hereinafter "Agreement") on March 7, 2012 (hereinafter "Effective Date");

WHEREAS, RBFF and Subrecipient jointly desire to amend the Agreement;

NOW, THEREFORE, RBFF and Subrecipient hereby agree to the following changes:

I. Paragraph B(1)(a) is modified to change the amount of funds provided from \$25,000 to \$50,000, as follows:

RBFF shall provide funds to not to exceed \$50,000 to implement the program on behalf of Subrecipient as detailed in the Partnership Overview.

II. Paragraph C(1). is modified to change the expiration date from March 31, 2013 to March 31, 2014.

III. The Partnership Overview attached as Exhibit A to the Agreement is replaced in its entirety with the 2013 Partnership Overview attached hereto as Attachment 1.

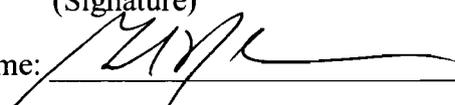
IV. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF, RBFF and Subrecipient by their duly authorized representatives, intending to be legally bound, have signed this Amendment #1 to Cooperative Agreement RBFF-12-G-289 to be effective upon Governor and Council approval through March 31, 2014.

**RECREATIONAL BOATING AND
FISHING FOUNDATION**

**NEW HAMPSHIRE FISH AND GAME
DEPARTMENT**

By: 
(Signature)

(Signature)
Name: 

Name: Frank Peterson, Jr.

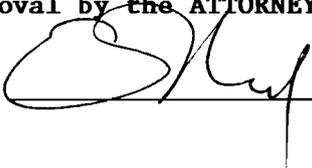
Title: Ex. Dir.

Title: President/CEO

Date: 2/8/13

Date: 2/13/13

Approval by the ATTORNEY GENERAL (Form, Substance and Execution)

By: 

On: 2-19-13

EXHIBIT A

SCOPE OF SERVICE / PARTNERSHIP OVERVIEW

2013 RBFF State Fishing License Marketing Program Partnership Overview

In partnership with the Recreational Boating & Fishing Foundation (RBFF), the partnering state agency will implement a fishing license direct mail marketing program targeting lapsed anglers to increase fishing license sales.

Program Objective: To increase fishing license sales and generate a positive return on investment.

Program Overview: The State Fishing License Marketing Program for 2013 will be funded 100% by RBFF and include one postcard mailing.

Program Target Audience: The program will target anglers who haven't renewed their fishing licenses for at least one year or during a designated timeframe specific to the partnering state.

Program Content: The program will include sending direct mail marketing pieces to encourage lapsed anglers to buy a fishing license.

The program target audience, lapsed anglers, will be prioritized by:

- Frequency of fishing license purchase
- License purchasing history
- Tapestry™ lifestyle segmentation data analysis, if applicable

The target audience will be divided into three groups:

- One group of lapsed anglers will receive a four-color postcard.
- A second group of lapsed anglers will receive a black and white reminder postcard.
- The third group is a control group that will receive no mailings. It will be a representative sample of the target audience.

The partnering state agency will leverage RBFF's Take Me Fishing™ campaign to implement a fishing license direct mail marketing program beginning in early Spring 2013 (April).

The partnering state agency will:

- Share electronic fishing license data as close to February 1, 2013 as possible; later delivery will impact RBFF's ability to implement the program on time
- Provide a minimum of 2 years of fishing license data
- Designate a program point of contact as the Project Manager
- Work with RBFF staff to provide state-specific information to develop the direct mail pieces
- Approve travel for 1-2 agency staff to attend RBFF's State Marketing Workshop 2013 – travel expenses will be reimbursed by RBFF, in accordance with the Federal Travel Regulations (FTR)
- Receive 100% of the revenue from the direct mail marketing program

The partnering state agency will work with RBFF's contractor, Southwick Associates, to submit fishing license sales data. Southwick Associates will develop the mailing list and distribute to RBFF's contractor, SourceLink, for printing/mailing as early as April 1. The partnering state agency will also provide their fishing license data within an agreed period of time after the mailing for analysis and evaluation.

RBFF will:

- Provide funds not to exceed \$25,000.00 for printing, production and mailing for the direct mail marketing program in 2013
- Dedicate staff time to implement the program
- Print, produce and mail the direct mail marketing pieces beginning April 1
- Provide use of RBFF's proprietary Take Me Fishing trademark
- Provide fishing license database analysis and if applicable, Tapestry lifestyle segmentation data
- Conduct program evaluation
- Provide travel expenses, in accordance with the FTR, for up to two agency staff to attend the State Marketing Workshop 2013
- Provide the Direct Mail Marketing Kit and/or email and social media resources
- Provide national advertising campaign support
- Provide national consumer communications through public relations efforts and Web site

EXHIBIT B
METHOD OF PAYMENT

Not Applicable.

EXHIBIT C
NON-DISCLOSURE AGREEMENT

**NON-DISCLOSURE AGREEMENT
PERSONAL IDENTIFYING INFORMATION**

This agreement is between the New Hampshire Fish and Game Department (hereinafter, "the Agency"), Southwick Associates (hereinafter, "Southwick"), and SourceLink Acquisition, LLC (hereinafter, "SourceLink").

Pursuant to the terms of the agreement entered into between the Agency and Recreational Boating & Fishing Foundation:

Southwick shall undertake a fishing license database analysis using information provided by the Agency from its license database. Southwick's access to and use of personal identifying information is strictly limited to the fishing license database analysis associated with the fishing license marketing program, and Southwick shall not allow access or use of personal identifying information unless access or use are necessary for the fishing license database analysis.

SourceLink shall undertake a direct mailing using information provided by the Agency from its license database. SourceLink's access to and use of personal identifying information is strictly limited to the direct mailing associated with the fishing license marketing program, and SourceLink shall not allow access or use of personal identifying information unless access or use are necessary for the direct mailing.

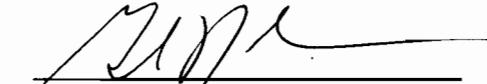
Southwick and SourceLink understand and agree that no personal identifying information released pursuant to the fishing license marketing program may be used for any purpose other than to conduct a fishing license marketing program. Specifically, Southwick and SourceLink agree that names, addresses, telephone numbers, driver license numbers, or email addresses of any holders of fishing licenses issued by the Agency for whom such information is provided to Southwick and SourceLink by the Agency may not be compiled for any use, including, but not limited to, any mailing list for its own use or for the use of another party, except as authorized by the Agency.

This instrument shall embody the complete agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede any previous agreements, communications, representations, or agreements, either oral or written, between the parties hereto.

**NON-DISCLOSURE AGREEMENT - P.2
PERSONAL IDENTIFYING INFORMATION**

Entered into this 13 day of Feb, 2012¹³

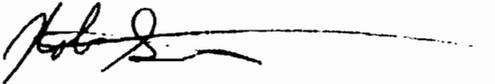
For the Agency:



Signature

Glenn Normandeau Ex. Dir.
Printed Name and Title NH F&B Dept.

For Southwick:



Signature

Rob Southwick, President
Printed Name and Title

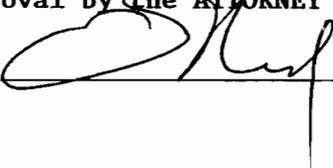
For SourceLink:



Signature

I. Gordon Anderson, CFO
Printed Name and Title

Approval by ~~the~~ ATTORNEY GENERAL (Form, Substance and Execution)

By: 

On: 2-19-13



New Hampshire Fish and Game Department

Governor & Council Approved

Date: 3/7/12

Item #: 41

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Glenn Normandeau
Executive Director

January 27, 2012

His Excellency Governor John H. Lynch
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFGD) to enter into a cooperative agreement with the Recreational Boating and Fishing Foundation (RBFF) for the purposes of implementing a direct mail marketing program targeting lapsed anglers to increase fishing license sales from date of Governor and Council approval through March 31, 2013.

EXPLANATION

The New Hampshire Fish and Game Department has been selected by the RBFF to receive an award not to exceed a total of \$25,000 to implement a direct mail marketing program on behalf of NHFGD that will be directed toward New Hampshire's lapsed anglers. RBFF shall provide technical assistance to NHFGD as described in the Partnership Overview. All such assistance shall be facilitated by the RBFF Program Manager. NHFGD will assist in the implementation of the project as described in the Partnership Overview.

The RBFF is a tax-exempt 501(c)(3) corporation that has researched and led a national program to increase awareness of the benefits of fishing participation and to increase license sales. New Hampshire was selected as one of 30 original states to participate in the program and receive financial awards to assist in marketing. This is the fifth year we have entered into an agreement with RBFF. Results of this program are available for review.

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Glenn Normandeau
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