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New Hampshire Fish and Game Department

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

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

Glenn Normandeau
Executive Director

August 6, 2018

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 \$25,880.00 for fundraising efforts for the Nongame and Endangered Wildlife Program upon Governor and Council approval through September 30, 2020. 100% Other Funds (Nongame).

Funding is available for these services and will be expended as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

03 7575 751520-21250000 WILDLIFE PROGRAM - Nongame Species Management

20-07500-21250000-046-500464	Consultants	<u>FY19</u>	<u>FY20*</u>
		\$13,240.00	\$12,640.00
		*Pending budget approval.	

EXPLANATION

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 \$50,000 each fiscal year as match to private donations raised for the program. Starting in State Fiscal Year 2020, the State of NH will contribute up to \$100,000 in matching funds (HB1411).

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 3:1 for conservation planning projects and 3.5:1.5 for conservation implementation. Therefore, raising sufficient private donations is critical to the continued operation and success of the Nongame and Endangered Wildlife Program.

His Excellency, Governor Christopher T. Sununu
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Page 2 of 2

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 14 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 \$50,000 each year. Private donations to support the program during state fiscal years 2017 and 2018 totaled more than \$137,991 and \$131,096 respectively.

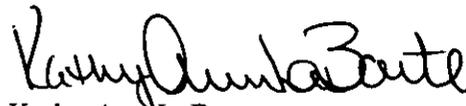
The Nongame and Endangered Wildlife Program is a self-supporting and receives no funding from the Fish and Game fund. Stephenson Strategic Communications has worked with Nongame Program staff to develop fundraising strategies, streamline the process and has continually exceeded fundraising goals. Under 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 A and B.

Respectfully submitted,



Glenn Normandeau
Executive Director



Kathy Ann LaBonte
Chief, Business Division

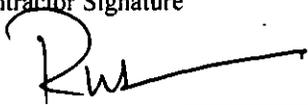
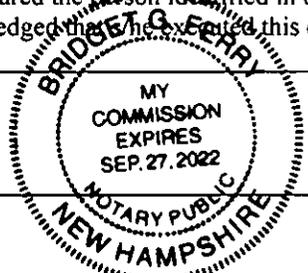
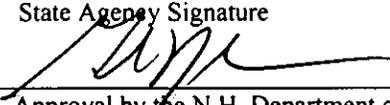
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Number 075-2125-046-500464	1.7 Completion Date 9/30/20	1.8 Price Limitation \$25,880.00
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number 603-271-2461	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Roger Stephenson, Owner/President	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Rockingham</u> On <u>July 23, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> [Seal]   </div>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: <u>8/23/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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 as indicated in block 1.18, 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 1.14 ("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. 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, and 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, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 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. The State shall have no liability to the Contractor other than the contract price.

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 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.

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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials

PWS

Date

7/26/18

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all 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.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her 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. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. 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.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. 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.

24. 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 relating hereto.

EXHIBIT A

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.

Spring Annual Fundraising Campaign (AFC) – 2019/2020

Task b. Kick-off Meeting – Stephenson will coordinate and meet with Nongame Program and Public Affairs staff 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.

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 5,000 names may be rented during one year (\$600) as warranted and determined by Stephenson and NHFG. Stephenson will work with NHFG's selected mailhouse and direct mailhouse on the merge purge process related to rental lists and current nongame program donors.

Task e. NCOA - Stephenson will provide all mailing lists for the spring mail appeal(s) to NHFG by March 15th to be included in the required NCOA check prior to AFC 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.

Contractor Initials

RWS

Date

7-26-18

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 – 2018/2019

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 2016/2017. 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.

Contractor Initials

PWS

Date

7-26-18

EXHIBIT B

METHOD OF PAYMENT

NONGAME AND ENDANGERED WILDLIFE PROGRAM FUNDRAISING

a) NHFG agrees to reimburse the Contractor up to \$25,880.00 of approved project expenses.

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

October 15, 2018/2019	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: \$1,700.00/yr.
November 1, 2018/2019	Fall Special Appeal mailing completed. Invoice amount: \$2,045.00/yr.
January 15, 2019/2020	Annual Fundraising Plan and kick-off meeting completed. Invoice amount: \$1,700.00/yr.
February 28, 2019/2020	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: 1,995.00/yr. Rental of additional 5,000 names (beyond 5,000/year) Invoice amount - \$600 (one year only)
April 1, 2019/2020	AFC Mailing to Prospective and Active donors completed. Final proof of thank you letters for active donors completed. Invoice amount: \$1800.00/yr.
June 15, 2019/2020	Oversee compilation of Annual Fund Campaign results and distribution of thank you letters to all donors. Invoice amount: \$1,700.00/yr.
July 15, 2019/2020	Analyze results of Annual Fund Campaign and complete report on findings and recommendations. Final invoice amount: \$1,700.00/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.

Contractor Initials RWS
Date 7/26/18

EXHIBIT C

SPECIAL PROVISIONS

NONGAME AND ENDANGERED WILDLIFE PROGRAM FUNDRAISING

1.) All provisions for insurance in this contract are waived. The services being requested do not expose the state of New Hampshire to any liability or risk of monetary loss.

Contractor Initials PWS
Date 7-26-18

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

23 day of July, 2018.

 Sole Owner

State of New Hampshire

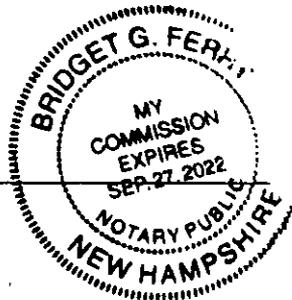
County of Rockingham

On July 23, 2018, 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.

Bridget Ferry

Notary Public. My commission expires



Behavioral Public Relations Counsel

22 Stephen Drive Stratham NH 03885 603/770-9484 rs@stephensonstrategic.com

State of New Hampshire

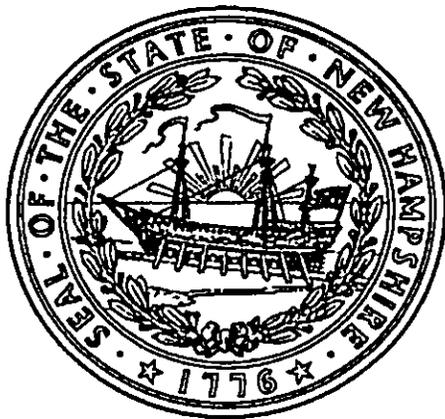
Department of State

CERTIFICATE

I, William M. Gardner, 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: 0004140995



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of July A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State