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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION

172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553 E-Mail: nhparks@dncr.nh.gov
Web: www.nhstateparks.org

January 21, 2020

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources (DNCR), Division of Parks and Recreation (DPR) to enter into a Memorandum of Understanding (MOU) with the New Hampshire Liquor Commission (NHLC) for DPR to sell preloaded State Park gift cards to NHLC for the purpose of being sold to customers at NHLC locations for a 2-year period from Governor and Executive Council approval through December 31, 2022.

EXPLANATION

The DNCR requests approval to enter into a MOU with NHLC to have preloaded State Park gift cards sold at 20 NHLC locations. The NHLC will purchase prefilled gift cards of \$25 each. Revenue earned will be deposited into the State Parks Fund per RSA 261-A-3(i) as follows:

03-035-035-351510-37020000 – State Parks Account - 009-402197 Agency Income

The NHLC predetermined locations where cards will be sold are as follows:

- Store 34 – Salem
- Store 38 – Portsmouth
- Store 50 – Nashua
- Store 66 – Hooksett 93 N. Bound
- Store 67 - Hooksett 93 S. Bound
- Store 76 - Hampton 95 N. Bound
- Store 73 - Hampton 95 S. Bound
- Store 60 – West Lebanon
- Store 15 – Keene
- Store 23 – Conway
- Store 14 – Rochester
- Store 44 – New Hampton
- Store 55 – Bedford
- Store 69 – Nashua
- Store 74 – Londonderry
- Store 13 – Somersworth
- Store 19 – Plymouth
- Store 1 – Concord
- Store 10 - Manchester
- Store 33 – Manchester

The NHLC will retain discretion over the number of gift cards per location. DNCR will provide promotional items and materials, and explanatory materials related to the gift cards and State Parks access. The NHLC and DNCR will promote each other’s agency respectively for sales of their respective products through media and the availability of the gift cards and associated materials.

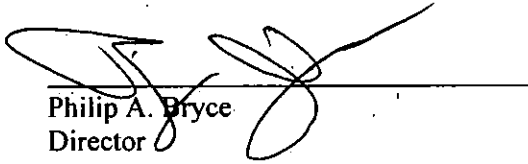
During the 2-year period, 1,000-1,500 gifts cards are projected to be sold at the various NHLC locations listed above. The predetermined amount of \$25 per gift card equates to \$25,000-\$37,500 in sales over the 2-year timespan. This MOU will provide for and strengthen the partnership between DPR and NHLC for a 2-year period through December 31, 2022.

The Attorney General's office has reviewed and approved this MOU as to form, substance and execution.

Respectfully submitted,

Concurred,

(3)



Philip A. Bryce
Director



Sarah L. Stewart
Commissioner

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MEMORANDUM OF UNDERSTANDING

DNCR CR

Between

New Hampshire Liquor Commission and the New Hampshire Department of Natural and Cultural Resources

WHEREAS, the New Hampshire Liquor Commission (the "NHLC"), a state agency, is engaged in the retail sale of wine, spirits, and other items through its Liquor and Wine Outlet stores located throughout the State of New Hampshire; and

WHEREAS, the New Hampshire Department of Natural and Cultural Resources (the "DNCR"), a state agency, through its Division of Parks and Recreation, sells New Hampshire State Parks Gift Cards ("gift cards") that are loaded with funds that can be used by purchasers toward access to State Parks and other related services;

WHEREAS, the DNCR seeks to sell, and the NHLC seeks to purchase, such gift cards with the intent of the parties being that the cards will be resold by the NHLC in a select number of the NHLC's Liquor and Wine Outlet stores;

NOW THEREFORE, the parties agree as follows:

1. The NHLC will, from time to time, submit purchase orders to the DNCR for the purchase gift cards. The DNCR will sell to the NHLC the gift cards requested via the purchase orders. The DNCR will fund each gift card with \$25.00.
2. The NHLC will offer each gift card for sale at a price of \$25.00. At the time of purchase by the NHLC, the DNCR will have pre-loaded and activated each of the gift cards.
3. After purchasing gift cards, the NHLC will distribute a number of these cards to 20 of its Liquor and Wine Outlet locations, those locations being:

Store 34 – Salem	Store 14 – Rochester
Store 38 – Portsmouth	Store 44 – New Hampton
Store 50 – Nashua	Store 55 – Bedford
Store 66 – Hooksett 93 N. Bound	Store 69 – Nashua
Store 67 – Hooksett 93 S. Bound	Store 74 – Londonderry
Store 73 – Hampton 95 S. Bound	Store 13 – Somersworth
Store 76 – Hampton 95 N. Bound	Store 19 – Plymouth
Store 60 – West Lebanon	Store 1 – Concord
Store 15 – Keene	Store 10 – Manchester
Store 23 – Conway	Store 33 – Manchester

Upon the NHLC's receipt of the purchased gift cards, each of the above locations will receive a number of gift cards for resale. The NHLC retains complete discretion over the number of gift cards that each Liquor and Wine Outlet location will receive. The NHLC may not immediately

distribute all gift cards purchased across the above-referenced store locations, but rather, may hold a number of the gift cards at NHLC Headquarters. The NHLC will, in its discretion, use any gift cards held at NHLC Headquarters to replenish the supply of gift cards at its Liquor and Wine Outlet locations based on the number of gift card sales taking place at those locations.

4. The DNCR will provide the NHLC with all promotional items, display materials, and explanatory documents related to its gift cards and the State Park access and services offered by the DNCR in relation to the gift cards. The DNCR will provide the NHLC with a sufficient amount of these materials to correspond with the amount of gift cards sold to the NHLC. The DNCR will provide additional promotional, display, and explanatory materials to the NHLC upon request.

5. The DNCR will promote the availability of its gift cards at the NHLC's Liquor and Wine Outlet locations by noting this availability on its website, via its Facebook page, and through any other appropriate channel.

6. In the event that a gift-card customer seeks to return a gift card purchased at a Liquor and Wine Outlet location, the NHLC will direct the customer to the DNCR.

7. In the event that a gift-card customer reports a lost gift card to the NHLC, the NHLC will direct the customer to the DNCR.

8. This agreement expires two years from the date of its execution.



Joseph Mollica, Chairman
New Hampshire Liquor Commission

12/30/19

Date



Sarah Stewart, Commissioner
New Hampshire Dep't of Natural and Cultural Resources

1/7/2020

Date

MEMORANDUM


To: Sarah L. Stewart, Commissioner
Department of Natural and Cultural Resources

From: Jill A. Perlow, Asst. Attorney General
DOJ – Civil Bureau

Subject: *Memorandum of Understanding*

I have reviewed the attached Memorandum of Understanding between the New Hampshire Liquor Commission and the Department of Natural and Cultural Resources, Division of Parks and Recreation.

Consequently, I approve the attached agreements as to form, substance, and execution.



Jill A. Perlow
Assistant Attorney General

1/23/2020
Date