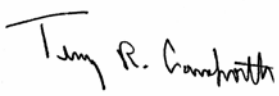


<p style="text-align: center;"><b>NEVADA DEPARTMENT OF WILDLIFE  POLICY AND PROCEDURE</b></p>	<p><b>Page 1 of 6</b>  <b>Effective: April 15, 2005</b>      <b>Amendment No.</b>   <b>Approved:</b>  </p>
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**TITLE: Advertising Sales**

**REFERENCE/AUTHORITY: NRS 501.346**

**AFFECTED EMPLOYEES:** Conservation Education, Administrative Services, and Various Bureaus

**PURPOSE:** To generate revenue from the sales of advertising in certain publications or on the Department's Internet website to be used to recover costs for development, maintenance, production and distribution of the publications.

**POLICY:** It is the policy of the Department to use advertisements in publications or the website in order to generate revenue to defray associated costs as long as the advertisements promote the Department's mission and the ethical and wholesome recreational pursuits of hunting, fishing, trapping, safe boating, and conservation of wildlife and habitat.

**FEE SCHEDULE:** The fees will vary based on the advertisement specifications for each publication or website. The Advertising Rate Cards (referenced only) provide the fees and dates and will be updated annually prior to soliciting advertisements for the publications.

**PROCEDURE:**

**1. Selection of Publications for Advertisements**

- a. The Marketing Team will recommend the Department publications to be considered for advertisements to the Management Team for approval.
  - (1) Recommendations must be based on feasibility, practicality, opportunity, and cost effectiveness.
    - (a) The use of advertisements in a federally funded program constitutes program income and reduces the federal funding. These impacts must be considered and evaluated.
    - (b) Impacts to a bureau's programs or any existing contractual obligations must be considered and evaluated.

- (2) Decisions and final selection of publications must be determined after consultation with the affected bureau(s) and consensus of all parties.
  - (a) Decisions for advertising in certain publications must be cost effective for the Department.
  - (b) Decisions for advertising in certain publications must have a minimal impact to the bureaus' programs.

## **2. Solicitation for Advertising**

- a. Once the publications have been determined and approved for advertisements, the Department Marketing Coordinator will confer with the Conservation Education Public Information Officer II to discuss the time frames and the desired space allocation, or limitations, for advertisements for each publication. The Public Information Officer II will develop a timeline listing the publications, advertiser proposal due dates, timeframes for review and approval of the proposals, publication deadlines to the printer, and publication release dates.
- b. The Marketing Coordinator will solicit advertising for the publications.
  - (1) The name of the publication, circulation and distribution, valid periods of the publication, available space in the publication, materials specifications, rate schedule, and deadlines will be provided to the potential advertisers.
  - (2) Advertisers responding to the solicitation for advertising will be required to submit an Insertion Order (trade document used in the industry) to hold the reservation for advertising space.

## **3. Advertisement Selection**

- a. After the advertising deadline, the Marketing Coordinator will submit the proposed advertisements to the Marketing Team for review and recommendations. The recommendations will be submitted to the Management Team for approval. This process must conform to the timeline prepared in 2 a.
- b. Following the approval to select or reject the advertisements, the Marketing Coordinator will:
  - (1) Provide written notification to advertisers with rejected advertisements. The notification will provide any artwork deficiencies and invite the advertiser to re-submit if there is sufficient time and space within the publication.
  - (2) According to State contracting rules, prepare the State's Contract for Independent Services, the Contract Summary, and the Advertising

Space Special Terms and Conditions for the selected advertisers. The contract, contract summary, and terms and conditions will be submitted to the Accountant Technician for review and approval. Once the Business Management Accountant Technician III has reviewed and approved the contract documents, the Marketing Coordinator will obtain the advertiser's signature and return the contract documents to the Accountant Technician III for routing and processing. If the contract revenue exceeds \$2,000, it must be sent to the Clerk of the Board of Examiners. If the contract revenue exceeds \$10,000, the contract must be sent to the full Board of Examiners. Once the contract is fully executed, the Accountant Technician III will retain a copy for the Department's files and provide the Marketing Coordinator with two copies of the signed contract, one for the bureau files and one to send to the advertiser.

- c. Any advertisements representing the creative efforts of, or containing material prepared by the Department, will become the property of the Department. The material will be retained by the Public Information Officer II and cataloged for possible future use.
- d. The Public Information Officer II will retrieve advertisements from the FTP site as follows: <ftp://ftp.ndow.org/Ads/>. The Marketing Coordinator will forward advertisements submitted in any other manner to the Public Information Officer II. The Public Information Officer II will prepare the selected advertisements for layout in the appropriate publication.
- e. The Public Information Officer II will provide the Marketing Coordinator with two copies of the layout for each advertisement; one copy for the Department's file and one copy to be submitted to the advertiser for approval.
- f. The Marketing Coordinator will obtain the advertiser's signed approval for the advertisement layout at least two weeks prior to the publication going to print.
- g. Once all written approvals for the advertisement layouts have been received, the Public Information Officer II will send the publication to the printing vendor.

## **5. Accounting**

- a. The signed contract will establish the account and set up the receivable for each selected advertiser.
- b. Within 15 weekdays following the receipt of the publication from the printer, the Marketing Coordinator will send three copies of the publication and a written request to the Business Management Accountant Technician III to invoice the vendor for successful use of the advertisement in the Department's publication. The three copies of the publication are to be attached and sent with the invoice for proof of printing.

- (1) Business Management Accountant Technician III will deposit the revenue with the State Treasurer for credit to the Wildlife Account 4452 in the State General Fund.
- (2) Revenue from this program will be used to pay the expenses of the Department, including expenses incurred in the development, production and distribution of printed materials prepared by the Department, materials used by the Department on the website, and any informational and educational materials provided by the Department. The Marketing Coordinator will prepare a written annual cost benefit analysis of the program to the Management Team within 90 days following the close of the fiscal year.
  - (a) Prior to preparation of the cost benefit analysis, the Marketing Coordinator will confer with each bureau, in which advertising was used in a publication affecting the bureau, to determine if the use of advertisements in the publication caused additional costs to the bureau, such as additional postage or stuffing charges. Any additional costs must be figured into the cost benefit analysis to determine if the advertising offsets or exceeds these costs.

## **ADVERTISING SPACE SPECIAL TERMS AND CONDITIONS**

NRS 501.346 authorizes the Nevada Department of Wildlife to accept advertising in its printed materials or on a website on the Internet.

1. **DEFINITIONS**: The “Publisher” is defined as the Nevada Department of Wildlife. The “Advertiser” is the party entering into the contract with the Nevada Department of Wildlife.
2. **ADVERTISING SPACE**: The Publisher agrees to furnish advertising space for Advertiser’s use, subject to the terms and conditions herein and subject to current demands for its advertising space.
3. **CONSIDERATION**: The Publisher agrees to charge and Advertiser agrees to pay for advertising space used under this contract at the rates set forth in the contract and based on the Retail Advertising Rate card incorporated as part of the contract.
  - a. Payment for advertising shall be due within 15 weekdays upon receipt of the Publisher’s invoice.
  - b. The Publisher will send the Advertiser two copies of the publication as proof of publication at the time the invoice is sent for payment.
  - c. All rates are NET and non-commissionable.
  - d. Advertiser hereby agrees to pay and indemnify the Publisher for all costs and expense it may incur to enforce collection of any past due amount under this contract. If any past due bill is referred to a collection agency or attorney for collection, the Advertiser agrees to pay attorney’s fees and all other costs and expenses incurred in such collection.
4. **APPROVAL**: Advertising is subject to absolute discretionary approval, revision, or rejection by the Publisher. Advertising must be in accordance with the Department of Wildlife’s standards and mission statement “to protect, preserve, manage, and restore wildlife and its habitat for the aesthetic, scientific, educational, recreational and economic benefits to citizens of Nevada and the United States, and to promote the safety of persons using vessels on the waters of the state.” Advertisements must promote outdoor recreation in the most ethical and responsible manner possible. The Department has the right to reject an advertisement without cause if it does not meet the strict standards of the Department’s principles and mission. There will be no advertisements allowed for the promotion of tobacco or alcohol, political or lobbying groups. The Nevada Department of Wildlife will work with advertisers in altering messaging, if necessary, to adhere to the standards of the Department and its mission statement. The Nevada Department of Wildlife reserves

the right to make distinctions in access on the basis of subject matter and speaker identity, but must not make distinctions based on the speaker's viewpoint.

5. LIABILITY: Advertiser will indemnify, and hold the Publisher harmless against any and all liability, loss, or expense from claims for libel, unfair competition, infringements of trademarks, copyrights, and other proprietary rights, violation of rights of privacy and any other claims, causes of action, liability, or the like arising from or out of publication of advertising hereunder, including all costs, expenses, and attorney's fees.
  - a. The Publisher shall not be liable for any failure to furnish advertising space or to publish any advertisement due to any cause or for any reason whatsoever.
  - b. The Publisher shall not be liable for any error in any advertisement published unless proof of such advertisement is submitted to the Publisher with such error or correction plainly noted in writing thereon, and in that case, if any error is not corrected by the Publisher, its liability shall not exceed the charge for the space actually occupied by the item in which the error is made.
6. COPYRIGHT: The Advertiser assigns to the Publisher all right, title, and interest, including copyright, to all layouts of advertisements inserted which represent the creative effort of the Publisher or contain material prepared by the Publisher. Advertiser shall not authorize photographic or other reproduction of any such advertising layout in any other publication without the express written consent of the Publisher.
7. EXCLUSIVITY: Brokering of space is not permitted. This contract is exclusively between the Publisher and the Advertiser and cannot be transferred to other parties as subcontractors. The Publisher will not be bound by any agreement or promise not herein in the contract and terms and conditions.
8. REVISIONS/ADDITIONS: The Publisher reserves the right to insert above and/or below any copy the word "advertisement" one or more times if advertisement could be construed by the reader as news or editorial content.
9. PROOF OF PUBLICATION: The Publisher will send three copies of the publication by mail to the Advertiser within 15 weekdays after receipt of the publication from the printer and with the invoice for payment.