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Glenn Normandeau  
Executive Director

# New Hampshire Fish and Game Department

APR 23 '15 PM 2:10 DAG

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March 30, 2015

Her Excellency, Governor Margaret Wood Hassan  
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 Cooperative Project Agreement with University of New Hampshire (vendor code 177867) to provide logistical support and hire interns to carry out endangered seabird conservation, for a total of \$25,952, from Governor and Council approval through October 1, 2015. Funds are 72% Federal and 28% Conservation License Plate.

Pending budget approval, funding is available for these services and will be expended as follows, with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

### **03-75-75-751520-2139 WILDLIFE PROGRAM – Conservation License Plate**

20-07500-21390000-304-500841	Research and Management	<u>FY15</u>	<u>*FY16</u>
		\$12,976	\$12,976
		*Pending budget approval	

## EXPLANATION

This CPA is offered sole source to UNH because of their proven track record of SML to provide operational support for education and research on the Isles of Shoals and in the surrounding marine environment. Since the onset of the tern restoration effort, SML has provided logistical support for the project. They have provided a variety of services that considerably enhanced the efficiency, safety, and overall operations and cost-effectiveness of the project. Routine transportation of staff, equipment, and provisions is difficult given the inherently unpredictable landing conditions on White and Seavey Islands. Transportation of provisions and relief staff from the mainland via private charter boats is costly and is often limited by weather.

This Cooperative Project Agreement is entered into by New Hampshire Fish and Game and University of New Hampshire, herein referred to as NHFG and UNH, respectively. The purpose of this agreement is to continue monitoring and management efforts of the endangered seabird restoration project at the Isles of Shoals. UNH, through the Shoals Marine Lab (SML), will hire two interns to protect and monitor the tern colony. SML will provide interns with transportation, provisions, daily safety checks and general oversight. Under a separate request, NHFG will continue to contract with Terns LLC to provide technical training and oversight of the project.

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Since 1997, the Nongame and Endangered Wildlife Program of NHFG has been working the University and other partners to restore threatened and endangered tern species to the Isles of Shoals. During the first year of the tern colony restoration effort, five pairs of common terns settled in to nest. By 2004 the tern colony had grown tremendously to 2,580 pairs, and all three-target species were successfully nesting, including roseate terns, a federally endangered species that is struggling for survival throughout its range.

Also, through this agreement, the efforts of the tern restoration project will extend far beyond those individuals involved in the day-to-day operations and management. Cornell University and University of NH collaborate to operate Shoals Marine Laboratory, which is a well-known and respected marine research and educational facility. Through this partnership, the tern restoration effort will be incorporated into Cornell research and education programs and act as an example of modern day, successful conservation efforts.

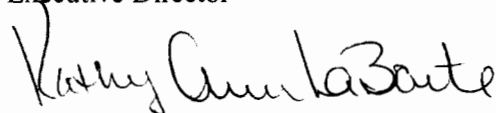
All state funds for this project are from the Conservation License Plate Program. The U.S. Fish and Wildlife Service will provide matching funds for all eligible activities. These federal funds are currently budgeted in the Conservation License Plate operating budget.

Upon Governor and Council approval, the University of New Hampshire will be reimbursed according to completion of tasks that are detailed in exhibits A and B of the Cooperative Project Agreement.

Respectfully submitted,



Glenn Normandeau  
Executive Director



Kathy Ann LaBonte  
Chief, Business Division

# COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **FISH AND GAME**

and the

**University of New Hampshire** of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Fish and Game**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **10/1/15**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **Tern Restoration Project**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

## State Project Administrator

Name: Kathy Ann LaBonte  
Address: NH Fish and Game Dept  
11 Hazen Drive  
Concord, NH 03301  
Phone: (603)271-2741

## Campus Project Administrator

Name: Dianne Hall  
Address: University of New Hampshire  
Sponsored Programs Administration  
51 College Rd. Rm 116  
Durham, NH 03824  
Phone: 603-862-1942

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

## State Project Director

Name: John Kanter  
Address: NH Fish and Game Dept  
11 Hazen Drive  
Concord, NH 03301  
Phone: (603)271-2461

## Campus Project Director

Name: Dr. Jennifer Seavey  
Address: University of New Hampshire  
Chase Ocean Engineering Lab  
Suite 102B  
Durham, NH 03824  
Phone: 603-862-2246

F. Total State funds in the amount of **\$25,952** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

☐ Campus will cost-share % of total costs during the term of this Project Agreement.

☒ Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **F12AF01401 (T2-3-R-1) and F13AP00898 (RFW2)** from **U.S. Fish and Wildlife Service** under CFDA# **15.364 and 15.655**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

☒ Article(s) **7** of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

If necessary to accomplish the objectives of this Project Agreement, University System may reallocate up to 20% of the cumulative cost between major cost categories, and/or projects as listed in Section F, Exhibit A, in order to meet unanticipated needs.

H. ☒ State has chosen **not to take** possession of equipment purchased under this Project Agreement.

☐ State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Fish and Game** have executed this Project Agreement.

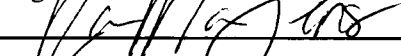
**By An Authorized Official of:**

**University of New Hampshire**

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:

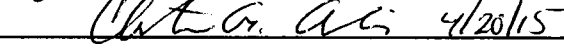
 3/27/15

**By An Authorized Official of: the New Hampshire Office of the Attorney General**

Name: Christopher G. Aslin

Title: Attorney Assistant Attorney General

Signature and Date:

 4/20/15


**By An Authorized Official of:**

**NH Fish and Game**

Name: Glenn Normandeau

Title: Executive Director

Signature and Date:

 4/13/15

**By An Authorized Official of: the New Hampshire Governor & Executive Council**

Name:

Title:

Signature and Date:

## EXHIBIT A

- A. **Project Title:** Tern Restoration Project
- B. **Project Period:** May 1, 2015- August 28, 2015
- C. **Objectives:**
1. Monitor seabird breeding colonies for the State
    - a. Provide breeding metrics as defined by Seavey/White Island Tern monitoring protocol
    - b. Contribute data and narrative to the end of season report to the State in August 2015.
  2. Contribute to the understanding and implementation of research methods among research interns through participation in Shoals Marine Laboratory's Internship Program.
- D. **Scope of Work:** Since 1997, New Hampshire Fish and Game has been instrumental in the restoration of the tern colony at the Isles of Shoals. Common Terns (*Sterna hirundo*), a state threatened species, formerly were abundant along the New Hampshire coast and offshore islands. However, changes in human populations and increases in gull populations ultimately led to the decline of TERNS up and down the Atlantic coast.

The goals of the Tern Restoration Project (TRP) are to protect, manage and enhance the breeding population of common (state threatened), roseate (state and federally endangered), and arctic TERNS (state species of concern) on Seavey Island and protect the population on White Island.

To achieve the goals of the TRP, two interns are hired each year to monitor and protect nesting TERNS on White and Seavey Islands. These interns are supervised by TERNS LLC, and will, under this contract, be participants in the Shoals Marine Laboratory Internship Program. The TRP Interns will participant in the following activities:

- Daily monitoring and protection of TERNS. TRP Interns will live and work on White and Seavey Island over the 15 weeks project period. They will carry out monitoring protocols as outlined by the contract between TERNS LLC and NH Fish and Game. Interns will track time under three separate categories: tern moitoring and management (T23RP14), regional tern research (T23RP20), and Seavey Island habitat (RF2SP).
- Weekly trips to Appledore. Weather-permitting, the TRP Interns will stay on Appledore on the night of the Internship meeting (Wednesday) and at most 2 nights a week. During the Wednesday meeting, the interns will participate in the weekly SML Internship Seminar and complete assignments in this program, which includes incorporation of the summer's data into a scientific poster (due August 28, 2015)
- Give tours of White and Seavey Island for Shoals Marine Laboratory Classes and the public as time allows in their fieldwork. Priority will be given to fieldwork. Interns bear no responsibility for visitor safety.
- The interns are responsible for maintaining, organizing, and cleaning the White Island House and for leaving these areas in the same or better shape than when they arrived. Furthermore, they will reside in the areas designated for use by the TRP under NHFG agreement with DRED.
- Interns do not have authority to allow or block house and lighthouse public access on White Island.
- The intern will not be responsible for lethal tern predatory control.

In providing support for the TRP Internship program Shoals Marine Laboratory (SML) agrees to:

- a. Provide food and water for the interns on White and Appledore Islands.
- b. Provide housing for interns while on Appledore Island.
- c. Assist interns during any serious weather events or threats.
- d. Maintain daily contact with the interns to check on their status and well-being.
- e. Provide weekly transportation between Appledore and White Islands. These trips will number up to 35. Cost of each round trip is \$25.
- f. Provide transportation to and from the mainland on regular SML boat schedules as coordinated with TERNS LLC
- g. Assist with minor health issues through our EMT certified staff. If serious health issues or accidents occur, the Coast Guard, TERNS LLC, NH Fish and Game will be notified and appropriate evacuation will be arranged.
- h. Work with TERNS LLC to advertise and select Interns.
- i. Provide start of season transportation for interns and TERNS LLC set up team.

In providing support for the TRP Internship program NH Fish and Game Department (NHFG) or their representatives agrees to:

- a. Hire TERNS LLC to supervise and mentor TRP Interns. TERNS LLC will train and provide specific supervision for intern project responsibilities and field training.
- b. Provide a mobile phone to the interns capable of transmitting from White Island
- c. Provide all field supplies and materials (except for room and board for interns), which will be maintained by TERNS LLC
- d. Engage the TRP research station and TERNS LLC to set up and break down the field project.
- e. Provide radios capable of transmitting from White and Seavey Island to Appledore Island.
- f. Provide equipment for internet connection if a connection is possible
- g. Additionally, it is understood that:
  - a. TERNS LLC will provide end of season transportation for interns.
  - b. TERNS LLC and NHFG will hold all permits necessary for TRP project work

**E. Deliverables Schedule:**

End of Season Summary Report- August 28, 2015,      Scientific poster due August 28, 2015

**F. Budget and Invoicing Instructions:**

Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories as outlined below. The Tern and Seavey Island Projects will be invoiced separately as shown below. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date.

Budget Items	Tern Project	Seavey Island Project	Total
1. Salaries & Wages	3,600	900	4,500
2. Employee Fringe Benefits	277	69	346
3. Travel	12,751	2,999	15,750
4. Supplies and Services	0	0	0
5. Equipment	0	0	0
6. Facilities & Admin Costs	4,323	1,032	5,355
Total	20,951	5,000	25,951

## EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: ☒ None or