



New Hampshire Fish and Game Department

604 *OK*

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

April 24, 2013

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 Cooperative Project Agreement with University of New Hampshire UNH (vendor code 177867) to conduct research on endangered seabirds, for a total of \$20,198.00 from the date of Governor and Council approval through March 31, 2014. Funds are 65% Federal and 35% Conservation License Plate.

Funding is available in account, Conservation License Plate, as follows contingent upon availability, and continued appropriations for State Fiscal Years 2013, 2014, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified, as follows:

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

	<u>FY13</u>	<u>FY14*</u>
20-07500-21390000-304-500841 Research and Management	\$8,000.00	\$12,198.00

*Pending budget approval

EXPLANATION

The tern restoration project on the Isle of Shoals has been one of the most successful endangered species restoration projects in NH. There are now more than 2500 pairs of common, roseate, and Arctic terns nesting on Seavey Island. Since 1997, NHFG has partnered with various agencies and organizations including NH Audubon, Department of Resources and Economic Development, the University of NH, Cornell University, Terns LLC, and others to restore a healthy seabird colony, conduct research, and assist with funding. During the 15 years of the project, biologists have collected data to better gain a better understanding of the ecology of the terns and to improve project management. NHFG would like to enter into this Cooperative Project Agreement with UNH in order to facilitate a comprehensive assessment of the tern colony data and to map out a strategy for the project's continued future success.

UNH will provide expertise in analyzing existing data sets and will begin collecting new information as part of an emerging network of tern research efforts (including researchers from the US Fish and Wildlife Service, UMass, Bird Studies Canada) in the Northeast. This effort will improve our understanding of the ecology of terns and open the door to future program development. This project will also serve as the foundation of a proposal to expand the focus of the Tern Project as part of a business plan that will diversify, supplement, and enhance funding streams that support tern work at Isles of Shoals

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
April 24, 2013
Page 2

All state funds for this project are from the Conservation License Plate Program. The U.S. Fish and Wildlife Service will provide 65% 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 Department

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 Department**, (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 **3/31/14**. 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: **Regional Tern Conservation Initiative**

- 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. Erik Chapman
 Address: 131 Main Street
University of New Hampshire
Durham, NH
03833
 Phone: 603-862-1935

F. Total State funds in the amount of **\$20,198.00** 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. **T2-3-R-1** from **U.S. Fish and Wildlife Service** under CFDA# **15.634**. 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) _____ 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:

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 Department** have executed this Project Agreement.

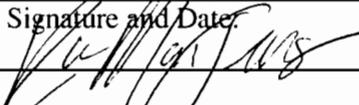
By An Authorized Official of:

University of New Hampshire

Name: Karen M. Jensen

Title: ~~Manager~~ Sponsored Programs Administration

Signature and Date:

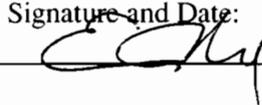
 4/16/13

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

Name: Evan J. Mulholand

Title: Assistant Attorney Dept. of Justice

Signature and Date:

 5-1-13

By An Authorized Official of:

NH Fish and Game Department

Name: Glenn Normandeau

Title: Executive Director

Signature and Date:

 4/30/13

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

Name:

Title:

Signature and Date:

EXHIBIT A

- A. Project Title:** Regional Tern Conservation Initiative: Common and Roseate terns at Isles of Shoals; Piloting Telemetry Effort and Developing the Research Program
- B. Project Period:** April, 2013 to March 2014
- C. Objectives:** 1) To initiate research using nano-tag telemetry to investigate foraging behavior for comon terns. This will place feeding data (already collected at White and Seavey Islands) into the context of reproductive energetics; a critical step for developing an understanding of the reproductive biology that can inform management directions. 2) To integrate this work within an emerging network of tern research efforts (including researchers from the US Fish and Wildlife Service, UMass, Bird Studies Canada) in the Northeast that will enable detection of post-breeding movement of terns from the Isles of Shoals. This effort will improve the understanding of the non-breeding ecology of terns and open the door to future program development. 3) To submit a proposal to expand and focus the Tern Project as part of a business plan that will diversify, supplement, and enhance funding streams that support Tern work at Isles of Shoals. 4) To support NH Fish and Game employee development by preparing them for graduate work on the project and engaging them in project activities
- D. Scope of Work:** UNH Cooperative Extension (UNHCE) / NH Sea Grant (NHSG) scientist, Dr. Erik Chapman, will lead an effort that will include a dedicated field biologist hired by UNHCE who will work with Terns LLC personnel (Funded by NH Fish and Game - Tern Monitoring and Management Project) to complete the following tasks:

Task 1 - Participate in regional working group to address tern conservation through coordinated research and attend necessary training for deploying nano- tag tracking devices on terns

Task 2 - Install nano tag radio-telemetry system (2 receivers and antennae) at the Isles of Shoals to assess foraging trip duration for common and roseate terns. UNHCE must obtain approval of NHFG and DRED before deploying any receivers or antennae on White Island. Deploy 10, Lotek nanotags on common terns as early as possible in the breeding season. Record foraging trip duration and flight direction, as well as presence at the mouth of the Piscataqua and Merrimack rivers (hypothesized freeing areas) during the nesting period. Protocols for attaching tags to birds are to be reviewed and approved by the UNH Institutional Animal Care and Use Committee (IACUC).

Task 3 - Work as part of the Northeast Regional Migration Monitoring Network which has receiver and antennae positioned in Massachussets near Cape Cod, Petit Manan Island, Maine, Countr Island, NS, and Sable Island, NS to collect data that will assess post-nesting movement of Isles of Shoals and other terns banded in the region during 2013.

Task 4 - Compile, analyze and summarize 2013 foraging trip duration, flight direction, foraging habitat occupation data and post-nesting migration data

Task 5 - Submit a proposal to develop project beginning in 2014 based on research priorities identified in light of 2013 results and analysis of historic data collected through the Tern Project

E. Deliverables Schedule:

Project progress report in June, 2013

Proposal to be submitted for funding by February 15, 2014.

F. Budget and Invoicing Instructions:

Summary of costs:

Dr. Erik Chapman - 3 weeks salary

Supplies (2 antenna and receiver stations, 10 Lotek nano tags)

Technician dedicated time to nano tag project - 15 hrs per week for 2.5 months

Travel for Dr. Chapman and field technician to attend Regional Planning Meeting

Budget Items	State Funding	Cost Sharing (if required)	Total
1. Salaries & Wages	3,831	0	3,831
2. Employee Fringe Benefits	1,724	0	1,724
3. Travel	1,475	0	1,475
4. Supplies and Services	9,000	0	9,000
5. Equipment	0	0	0
6. Facilities & Admin Costs	4,168	0	4,168
Subtotals	20,198	0	20,198
Total Project Costs:		20,198	

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 .

