



# New Hampshire Fish and Game Department

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Glenn Normandeau  
Executive Director

March 24, 2017

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** Cooperative Project Agreement with University of New Hampshire (vendor code 177867) to carry out endangered seabird conservation, for a total of \$122,762 from date of Governor and Council approval through March 31, 2019. Funds are 65% Federal and 35% Conservation License Plate Funds.

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.

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

	<u>FY17</u>	<u>FY18*</u>	<u>FY19*</u>
20-07500-21390000-304-500841 Research and Management	\$22,200	\$63,094	\$37,468
		*Pending budget approval	

### EXPLANATION

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 for the endangered seabird restoration project at the Isles of Shoals.

After a solicitation for bids was sent out on January 8, 2016, NHFG selected UNH Shoal Marine Lab (SML) to run the project for the 2016 field season because of their uniquely and highly qualified staff, their significant facilities on the Appledore Island in close proximity to Seavey Island where the colony resides, and their significant safety infrastructure which is essential for safe operations. Based on SML's excellent performance in 2016 and their commitment to reduce the state's cost by \$47,344 over the next two field seasons, NHFG would like to enter into a **sole source** cooperative project agreement to implement the tern restoration project.

Since 1997, the Nongame and Endangered Wildlife Program of NHFG has been working with 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. Over the succeeding years the colony grew rapidly and by 2016 reached 3,000 pairs and supports all three-target species, including common, arctic and federally endangered roseate terns, a species that is struggling for survival throughout its range.

*Conserving New Hampshire's wildlife and their habitats since 1865.*

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
March 24, 2017  
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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 UNH collaborate to operate SML, which is a well-known and respected marine research and educational facility. Through this partnership, the tern restoration effort will be incorporated into UNH and Cornell research and education programs and act as an example of modern day, successful conservation effort.

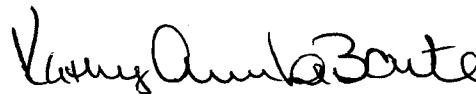
All state funds for this project are from the Conservation License Plate Program. The U.S. Fish and Wildlife Service will provide matching funds for all eligible activities. These federal funds are currently budgeted in the Conservation License Plate operating budget.

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 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 **3/31/19**. 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: **White and Seavey Islands Tern Colony Program 2017-2018**

- 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 Department  
11 Hazen Dr.  
Concord, NH 03301

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Phone: 603-271-2741

**Campus Project Administrator**

Name: Lisa Scigliano  
 Address: University of New Hampshire  
Sponsored Programs Administration  
51 College Road, Service Building  
Durham, NH 03824

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Phone: 603-862-0529

- 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 Department  
11 Hazen Dr.  
Concord, NH 03301

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Phone: 603-271-3017

**Campus Project Director**

Name: Jennifer Seavey  
 Address: University of New Hampshire  
Executive Director, Shoals Marine  
Laboratory  
8 College Road, Morse Hall  
Durham, NH 03824

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Phone: 603-862-2246

F. Total State funds in the amount of \$122,762 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 F16AP00539 (EW-1-35) and F13AP00898 (RFW2)** from **U.S. Fish and Wildlife Service** under CFDA# **15.634, 15.615, and 15.655 respectively**. 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

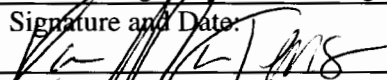
Article(s) \_\_\_\_\_ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

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.

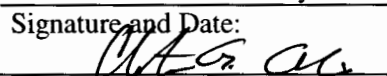
This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties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

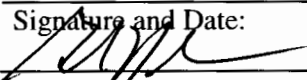
**By An Authorized Official of:**  
**University of New Hampshire**  
Name: Karen M. Jensen  
Title: Manager, Sponsored Programs Administration

Signature and Date:  3/23/17

**By An Authorized Official of:** the New Hampshire Office of the Attorney General  
Name: Christopher Aslin  
Title: Assistant Attorney General

Signature and Date:  4/5/17

**By An Authorized Official of:**  
**State of New Hampshire, Fish and Game**  
Name: Glenn Normandeau  
Title: Executive Director

Signature and Date:  3/30/2017

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

Signature and Date:

## EXHIBIT A

- A. Project Title:** White and Seavey Islands Tern Colony Program 2017-2018
- B. Project Period:** April 1, 2017 through March 31, 2019
- C. Objectives:** The primary objectives of SML's proposal to State are to implement a restoration, management, research and monitoring program for the tern colony on White and Seavey islands, NH. SML's Isles of Shoals Tern Conservation Program (Tern Program) work will include:
- Protecting nesting terns from predation and human disturbances on White and Seavey islands.
  - Recording all breeding metrics used by State over the past two decades and explore new metrics that might assist in restoration efforts throughout the 4-month season.
  - Developing an annual end-of-season data summary and narrative report to State, and communicating to the larger scientific community through posters and peer-reviewed publications.
  - Exploring new approaches to tern colony management that will both improve colony success and reduce costs.
  - Identifying research priorities and collaborations with other tern colony managers to increase species wide recovery and restoration success.
  - Expanding partnerships with Star Island, the NH Department of Resources and Economic Development (DRED) and other members of the Isle of Shoals community to broaden support and to leverage opportunities for gained efficiency in the Tern Program.

**D. Scope of Work:**

Overview

Shoals Marine Laboratory has 50 years of experience operating a marine research facility in the Isles of Shoals. Our experience includes the development of expertise in biological research, project administration, logistical support (both on land and at sea), and safety that have collectively supported and enabled the success of the Tern Program. The Program will be managed by the Tern Program Manager and overseen by SML's Executive Director. Our approach seeks to increase the scientific research value of the project, as well as enhance collaboration and cooperation among local agencies and institutions in the Isles of Shoals and among the larger regional tern conservation community.

Background

Shoals Marine Laboratory is a biological field station focused on active research and undergraduate education that is operated jointly by the Campus and Cornell University (CU). Our faculty and students hail from Campus, CU and universities spanning the US and the world. Our facilities are located on Appledore Island, a 95-acre island in the Gulf of Maine and approximately six miles southeast of Portsmouth, NH. White and Seavey islands, the location of the tern colony, are located approximately one mile to the south of SML's Appledore Island.

Despite its remote location on Appledore Island, SML becomes a largely self-sustaining, small, and thriving village each summer thanks to the influx of SML staff, faculty, researchers and students. All activities, including water and power, housing, food acquisition and preparation, safety and security, offshore operation of watercraft, and administration, are self-managed by SML staff living on

Appledore fulltime during the operating season. SML will leverage our operational facilities and staff expertise to the overall benefit of the Tern Program.

For over 30 years, SML has supported ornithological research through our close collaborations with Cornell's Laboratory of Ornithology, and our support of several long-term on-island research programs: Appledore Island (Bird) Migration Station, Gull colony monitoring and research, the Mobile Avian Recording Studio, and as of 2016, the Tern Program. The Appledore Island Migration Banding Station studies migrating birds during both spring and fall migration, primarily the migration and stopover ecology of Nearctic-Neotropical migrants. Over 120,000 birds have been banded since 1981. Among the gull programs, adult and juvenile Herring Gull (*Larus argentatus*) and Great Black-backed Gull (*Larus marinus*) breeding colonies have been monitored and banded since 1997. This work is funded and conducted by faculty from the Cornell Lab of Ornithology, Tufts Veterinary School, Campus's School of Marine Science and Ocean Engineering, and SML faculty. This program in particular holds promise for important research collaborations with the Tern Program that will continue to develop under this proposed work plan. The SML ornithological community has produced dozens of peer reviewed scientific papers (see examples: [www.shoalsmarinelaboratory.org/publications](http://www.shoalsmarinelaboratory.org/publications)). SML also works in affiliation with Dr. Erik Chapman of NH Sea Grant, who has collaborated with State to promote conservation-based research at the tern colony. His work sets a nice foundation upon which more research can be developed in a collaborative manner. Dr. Jennifer Seavey, the Executive Director of SML, who will be overseeing the Tern Program at no charge, has over 20 years of experience in ornithological research focusing on shore and seabirds. Dr. Elizabeth Craig, the Tern Program Manager, has over 10 years of experience conducting colonial waterbird conservation management and research, including eight years of experience with terns. In collaboration with State, with Drs. Chapman and Seavey, and with other seabird colony managers and researchers, Dr. Craig is developing new monitoring, management, and research initiatives that will build upon historic efforts on White and Seavey islands, and promote cost-effective and reduced-disturbance tern conservation strategies.

Shoals Marine Laboratory has a strong track record of partnership and collaboration in the operation, education, and research arenas. Some relevant examples include working with the USFWS and Star Island to build a gull education and awareness program to reduce negative human/colony interactions on Smuttynose and Star Islands; being an active member of the Gulf of Maine Seabird Colony Working Group; and working to develop a Gulf of Maine marine laboratory research network. SML will continue to build an environment of good will and collaboration with our Isles of Shoals partners, and explore additional opportunities to enhance support and benefits for the Tern Program with Star Island, DRED, local island residents, ecotourism, businesses, and regional environmental and educational partners. In addition, we are strengthening the ornithological research program on Appledore, and our Gulf of Maine research network to add research value to the Tern Program. Finally, we will enhance the broader impacts of the Tern Program by expanding its education and outreach components, increasing SML student involvement in monitoring and research, and exploring new public outlets and audiences for our conservation message.

#### Approach

The Tern Program seeks to address the conservation goals of State, employ improved methodology for management and monitoring, explore scientific questions emerging from the long-term data set, and identify additional sources of funding and support. Because the three federal grant sources that support this work have overlapping objectives, the following guidance is provided to UNH and the project manager to assist them in determining which activities apply to the different grants. T23 is the overarching grant that supports all aspects of the tern restoration project. Examples of activities

petaining to this grant include but are not limited to support setup and management of the island, and research, monitoring and management of common and arctic terns. EW funds are specifically dedicated to research, monitoring and management activities that focus on the roseate terns. The RFW2-CRI grant, which concludes on December 31, 2017, is part of a regional effort to use habitat enhancement and gull management to increase numbers of nesting roseate terns and increase productivity in Northeast tern colonies. Evaluating the vegetation response to the prescribed burns that NHFG conducted in 2014 and 2016, and subsequent impacts on availability of nesting sites and productivity of roseate terns are the primary focus of these grant funds. Project narratives for each grant have been provided to the project manager and the NHFG project lead will assist as needed to provide further clarification.

To meet the objectives of the Tern Program, SML will:

1. Provide logistical support during all phases of program activities.
  - Hire seabird technicians who have avian experience, with a priority given to those with tern or other colonial waterbird experience.
  - Provide dedicated water transportation for regular commuting by Tern Program staff between Appledore and White Island. Maintain a mooring for the program boat and for the SML R/V Heiser that will be used during start up and seasonal closure trips, and for habitat management efforts. To serve this Program, SML has installed a 5,000 lb mooring (compared to a 2,000 lb mooring previously installed) which may reduce maintenance cost over time due to the high level of stability of a heavier weight. This heavy weight is also important to facilitating the use of larger SML boats.
  - Provide logistical support for staff using SML facilities and infrastructure to maximize a safe and comfortable field experience (e.g., allow occasional days away from White Island, reliable mainland ferry service, and incorporation in SML emergency procedures). Efficiencies in the providing of food, water, gasoline and other miscellaneous supplies will be afforded through purchasing within SML Appledore operations.
  - Tern Program staff will maintain, organize, and clean the White Island cottage in a manner that will leave the space in the same or better condition than when they arrived. Furthermore, they will reside in the areas designated for use by the Tern Program under State's agreement with DRED.
  - Volunteer labor will be coordinated by the Program Manager and will be facilitated via SML's larger volunteer programs. In addition, coordination with SML academic programs will continue to enable more volunteer labor and a broader impact through the development of educational experience for high school and college students. These students will be exposed to the program for future cultivation of research assistants. Finally, collaboration with SML bird banding programs will also enhance skilled volunteer pools for banding and tasks requiring training and experience.
  - The Program Manager will manage project equipment. SML equipment databases, laboratory management practices, and combined purchasing power with SML and Campus will be pursued to the maximum extent. Equipment inventory information will be provided on an annual basis to State. All equipment purchased with State funds will be considered property of State.
2. Monitor Common, Roseate, and Arctic terns on White and Seavey islands.
  - Tern Program staff will conduct an annual colony-wide census between 10-20 June, as described in the existing regional seabird management plan provided by State. Volunteers will be identified among SML courses, bird research programs, and general volunteers; Star Island will also be invited to provide volunteers.
  - Tern Program staff will conduct productivity monitoring of all three tern species. Monitoring will be conducted using a combination of historic methods (limited visual observations of unfenced productivity plots from observation blinds) and standard methods used at other tern colonies in the Gulf of Maine (monitoring fenced productivity plots; reflected in the budget), augmented by new, minimally invasive methods using a remote-viewing camera (with a value of \$10,500, to be provided and installed by SML) and GoPro cameras for cavity-nesting Roseate Terns (reflected in the budget).



Productivity estimates derived from these three methods will be compared to evaluate relative data quality, interpret historic data, and identify methods that will maximize data quality while minimizing investigator disturbance and personnel hours in the future.

- The Program Manager will oversee all tern banding, and will be responsible for reporting all banding information to State and the USGS Bird Banding Laboratory. The Program Manager will oversee all permits and policies governing the handling of wild birds as per state and federal agency regulations and Campus/CU policy. At least 300 terns will be banded each season.
3. Manage island conditions to protect the tern colony from predation and unnecessary human disturbance.
- Tern Program staff will design and implement strategies to reduce human disturbance, including signs, fencing, and public outreach. We will provide guided tours of White and Seavey islands for SML classes, selected conferees from Star Island, and the general public as time and colony conditions allow. Tern Program staff will travel to SML (weather permitting) to give lectures and/or progress reports, which may require occasional overnight stays (as long as an appropriate number of researchers remain on White Island). In addition, the Tern Program will coordinate with SML Environmental Education Interns to help promote tern colony education and protection in public education programming on Appledore, Smuttynose, and Star islands.
  - Tern Program staff will conduct predator control. Under state funds (ST1206) this work may include the lethal control of gulls with the use of a firearm, carried out by the Program Manager. This work will be coordinated and supervised by State and USDA Wildlife Services, and will be overseen by Campus policies and all appropriate state and federal agencies. A 12-gauge shotgun will be locked in a secure lock box and accessible only by authorized persons. Technicians will not use firearms; they will be expected to assist in non-lethal methods (nest removal, pyrotechnics, etc.) and not to obstruct any legal controls.
  - The Program Manager will evaluate lower-disturbance monitoring methods. During the 2017 field season, we will evaluate alternative monitoring and management efforts that will reduce person-hours on Seavey Island and allow the program to be run by two staff members instead of three in future years.
  - Tern Program staff will implement and evaluate habitat management techniques that will augment State's annual management efforts. These may include the use of weed-blocking mats to improve habitat for Common Terns, and cavity nesting structures and chick shelters to increase productivity of Roseate Terns.
4. Develop and implement strategies to dissuade terns from nesting near historic structures and human dwellings on White Island.
- The program dog will be housed on White Island during the nest-establishment period. Dr. Craig's dog was successful in dissuading tern nesting during the 2016 season. She was friendly to all visitors and was easily trained on and contained by the electric fence system.
  - Tern Program staff will develop and implement other tern nesting control methods in consultation with U.S. Fish & Wildlife Service, NHFG, and DRED.
5. Assist State with funding program costs.
- Savings to the program will be immediately realized through the imbedding of purchasing power and the transportation needs with SML. In addition, the increased volunteer coordination and outreach described above will defray costs. SML will provide contributions during the program at no cost for start- and end-of-season activities. Open- and close-up activities will include cleaning of the White Island house, inspecting power, and assembling and disassembling blinds. All improvements and maintenance of housing will be conducted in collaboration with DRED. All volunteer and in-kind contributions will be reported for use in grant matching programs.



- The Program Manager will explore and develop research support. Before the 2017 season, Dr. Craig will apply for several small grants, including the Waterbird Society's Nisbet Research Award (for research and conservation of terns and gulls) and the NH Sea Grant Development Fund (for healthy coastal ecosystems). In addition to new conservation research directions, Dr. Craig will develop scientific manuscripts with historic data, once it becomes available. The extension into September of the Program Manager position is specifically designed to allow for scientific publication to help promote the scientific community evaluation of management methods and new method exploration, as well as increase visibility and attract more grant and donor support.

Finally, SML will enhance Tern Program safety through a number of measures. SML will provide overnight housing for staff on Appledore Island if needed due to safety concerns, such as severe weather or emergencies. In the event of such an emergency, SML will also coordinate with DRED and State regarding other White Island residents who might need evacuation. For added safety and security, SML will maintain daily contact with Program staff. SML will provide program staff with CPR training. SML will assist with minor health issues through our EMT certified staff and arrange Coast Guard involvement in case of serious health issues or accidents. State will be notified of all health/safety related issues.

**E. Deliverables Schedule:**

- Annually provide State with an approved breeding season summary report of:
  - o Tern species status, season totals, population trends, and highlights by 7 September. In addition SML will prepare a report for roseate tern management, monitoring, research activities conducted under EW for inclusion in NHFG annual section 6 report.
  - o Nesting and productivity metrics for each tern species and summaries of season trends and highlights by 1 December. In year 1 this will include results of vegetation monitoring and an evaluation of the affect of vegetation changes on tern nesting and productivity for inclusion in NHFG RFW-2 CRI report.
- Provide explanation of potential non-federal expenses (including volunteer costs or in-kind contributions) [allowable to each project identified in the budget] and provide sufficient documentation to be used as match for federal grants. Such costs or in-kind contributions must not have been used as match to other federal programs or funds.
- Present colony information and research results at the Gulf of Maine Seabird Working Group biannual meetings, the Roseate Tern Working Group annual meeting, and national or international scientific conferences. Partial travel expenses for these meetings are included in the budget.

**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 shown below. Campus shall invoice separately for each project as listed 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.

Year 1	EW135 (Roseate)	RFW2 (CRI)	ST1206 (Gull Mgt.)	T23R1P14 (Tern Mgt.)	Total
Salaries	7,005	4,397	617	27,981	40,000
Fringe Benefits	582	365	51	2,322	3,320
Travel	0	0	0	1,200	1,200
Supplies	0	0	125	8,180	8,305
F&A	1,973	1,238	207	10,317	13,735
Total	9,560	6,000	1,000	50,000	66,560

Year 2	EW136 (Roseate)	RFW2 (CRI)	ST1206 (Gull Mgt.)	T23R1P14 (Tern Mgt.)	Total
Salaries	6,961	0	617	27,022	34,600
Fringe Benefits	578	0	51	2,243	2,872
Travel	0	0	0	1,350	1,350
Supplies	0	0	125	5,658	5,783
F&A	1,961	0	207	9,429	11,597
Total	9,500	0	1,000	45,702	56,202

## 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 **2 CFR 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.**