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New Hampshire Fish and Game Department

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Scott R. Mason
Executive Director

58

March 29, 2023

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 315187) to carry out endangered seabird conservation, for a total of $121,177 from date of Governor and Council approval through December 31, 2024. Funds are 97% Federal, 3% Other (Nongame Program).

Funds are available in the following account for Fiscal Year 2023, and are anticipated to be available in Fiscal Years 2024 and 2025 upon the continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

03-75-75-751520-2125 WILDLIFE PROGRAM – NONGAME MANAGEMENT

		FY23	FY24	FY25
20-07500-21250000-304-500841	Research and Management	$30,000	$60,723	$30,454

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 2016-2022, their continued commitment to reduce the state's cost, and a commitment to the necessary non-federal match required for the project, 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. The tern restoration efforts have been a tremendous success and over the succeeding years the colony grew rapidly and supports all three-target species, including common, arctic and federally endangered roseate terns, a species that is struggling for survival throughout its range. The last couple years have reached record numbers of nesting terns in the history of the program with 2021 reaching 3,412 common tern nests and 2022 reaching 147 roseate tern nests. Despite these successes, all of the terns nest on two small, connected islands and the colony remains vulnerable and requires active monitoring and management.

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. UNH and Cornell University 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.

The U.S. Fish and Wildlife Service will provide funds for all eligible activities. All state funds for this project are from the Nongame Management Account. The University of New Hampshire will cost-share $54,810 of total project costs.

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,

Scott R. Mason
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 **12/31/24**. 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: 2023-2024 Field Seasons**

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 Drive
Concord, NH 03301
Phone: 603-271-2741

Campus Project Administrator

Name: Jeff Burgess
Address: Univeristy of New Hampshire
Sponsored Programs Administration
51 College Road, Room 116
Durham, NH 03824
Phone: 603-862-4865

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: Michael Marchand
Address: NH Fish and Game Department
11 Hazen Drive
Concord, NH 03301
Phone: 603-271-3016

Campus Project Director

Name: Elizabeth Craig
Address: Shoals Marine Laboratory
8 College Road
Durham, NH 03824
Phone: 603-862-3278

Campus Authorized Official *KMJ*
Date 03/24/23

F. Total State funds in the amount of **$121,177** 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 **($54,810) $35% of total costs for T23R2P9, 10% of total costs for EW-1, 0% for ST1206 31.15** % 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. **F18AF00374 (T2-3-R2) and F22AP01703-00 (EW-1)** from **U.S. Fish and Wildlife Service** under CFDA# **15.634 and 15.615**. 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 andgame Department** have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire
Name: Karen M. Jensen
Title:Director, Sponsored Programs Administration
Signature and Date:
Karen Jensen Digitally signed by Karen Jensen Date: 2023.03.28 15:37:33 -04'00'

By An Authorized Official of:
State of New Hampshire, Fish and Game
Name: Scott R. Mason
Title: Executive Director
Signature and Date:
Scott R Mason 4/6/23

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Joshua Harrison
Title: Assistant Attorney General
Signature and Date: 4/30/2023

By An Authorized Official of: the New Hampshire Governor & Executive Council
Name:
Title:
Signature and Date:

Campus Authorized Official *KMJ*
Date 03/24/23

EXHIBIT A

A. Project Title: White and Seavey Islands Tern Colony Program: 2023-2024 Field Seasons

B. Project Period: April 1, 2023 through December 31, 2024

C. Objectives: The primary objectives of SML's proposal to NHFG (hereafter 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) annual 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 each 4-month tern breeding 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 Natural and Cultural Resources (DNCR) 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 over 50 years of experience operating a marine research facility in the Isles of Shoals. SML's 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. SML's approach seeks to continue 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 University of New Hampshire (hereafter Campus) and Cornell University (CU). SML faculty and students hail from Campus, CU and universities spanning the US and the world. SML 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.

Campus Authorized Official KMJ
Date 03/24/23

Dr. Elizabeth Craig, SML's Director of Seabird Science and the Program Manager of the Tern Program, has 17 years of experience conducting colonial waterbird conservation management and research, including 14 years of experience with terns. Dr. Jennifer Seavey, the Executive Director of SML, who will provide additional oversight of the Tern Program (providing her time as match), has over 25 years of experience in ornithological research focusing on shore and seabirds. In collaboration with State, with other seabird colony managers, and with researchers from Campus, Cornell and beyond, Drs. Craig and Seavey have deployed and will continue to develop new monitoring, management, and research initiatives that 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 operations 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 Working Group, and taking a leadership role in founding and building the Northeastern Coastal Stations Alliance for collaborative ecological research. In the Isles of Shoals, SML is committed to advancing environmental stewardship and strong community ties with our Isles of Shoals partners, especially those that enhance, support, and benefit the Tern Program, including Star Island, DNCR, 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 with the intent to increase research value to the Tern Program. Finally, we will enhance the broader impacts of the Tern Program through SML student involvement in monitoring and research, contributing technical assistance and scientific data collection and analysis.

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. The following guidance is provided to Campus and the project manager to assist them in determining which activities apply to the different grants. T2-3-R-2 (and subsequent T2 grant starting January 1, 2024) is the overarching grant that supports all aspects of the tern restoration project. Examples of activities pertaining 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 coordination activities that focus on the Roseate Terns (ROST; e.g., census and productivity monitoring, habitat monitoring, chick banding and band reading, ROST recovery meetings, ROST coordination with NHFG and USFWS; however, no vegetation management for ROST shall be conducted under EW). ST1206 is used for targeted lethal control of tern predators as needed.

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 has reduced 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 by larger SML boats.

Campus Authorized Official KMJ
Date 03/24/23

- 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). All tern staff will be given training in small boat operation and safety. Efficiencies in the providing of food, water, gasoline and other miscellaneous supplies will be afforded through purchasing within SML Appledore operations.
- 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 DNCR.
- Employ volunteer labor, coordinated by the Program Manager and facilitated via SML's larger volunteer programs. Coordination with SML academic programs will continue to enable more volunteer labor and a broader impact through student involvement in monitoring and research, contributing technical assistance and scientific data collection and analysis to the Tern Program. Student volunteers 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.
- 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.
- Explore conservation-focused research questions concerning tern diet, foraging behavior, habitat management, migration, etc. Ongoing research initiatives include the development of new methods to quantify diet (using DNA metabarcoding of tern feces and stable isotope analysis of feathers and prey samples), the exploration of breeding-season foraging habitat use and year-round migratory behavior (using GPS tags), the application of movement data to guide offshore development activities such as wind energy development, the use of an adaptive management approach to maintain high quality nesting habitat, and demographic analysis of the population including considerations of the system's carrying capacity.
- 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 DNCR 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.

2. Monitor Common, Roseate, and Artic terns on White and Seavey islands.

- Tern Program staff will conduct an annual colony-wide census between 10-20 June (or an appropriate date range based on the timing of nest establishment), 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.
- 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), augmented by new, minimally invasive methods using a remote-viewing camera (with a value of $10,500, provided and installed by SML in 2017). Productivity estimates derived from these three methods have been 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.

Campus Authorized Official *KMJ*
Date 03/24/23

- 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 and to enhance productivity of terns.

- Tern Program staff will design and implement strategies to reduce human disturbance, including signs, fencing, and technical assistance to organizations and public visitors. 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 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).
- Tern Program staff will protect the tern colony from predators and conduct predator control as needed. Gulls are discouraged from congregating on the islands by human presence, the presence of the program dog, and by actively approaching and shouting at the gulls. If these activities do not cause gulls to flush, pyrotechnics may be deployed. Under state funds (ST1206), this work may include the lethal control of predators (primarily 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 20-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.).
- Tern Program staff will implement and evaluate habitat management techniques that will augment State's intermittent management efforts. These may include the use of weed-blocking mats and seawater application 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 has been successful in dissuading tern nesting since the 2016 season. She has been friendly to all visitors and is trained on and contained by the electric invisible fence system.
- Tern Program staff will develop and implement other tern nesting control methods in consultation with U.S. Fish & Wildlife Service, State, and DNCR.

5. Assist State with funding program costs.

- One month of the Project Manager's salary and benefits has been provided by SML/UNH as match, in addition to matching salary and benefits from the SML Executive Director. Savings to the program have been realized through the imbedding of purchasing power and transportation needs within SML's operations. In addition, volunteer coordination and technical assistance described above will continue to defray costs. SML will provide contributions during the program at no cost to the grant 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 DNCR. Campus is applying its off-campus indirect rate of 26%. Eligible cost-sharing and in-kind support will be appropriate documented and reported for use in grant matching programs (see Budget below). Finally, though SML staff are involved at many levels from project leadership to engineering support, their time and effort will continue to be provided at no costs to this program, and will be reported annually as in-kind support.

Campus Authorized Official *KMJ*
Date 03/24/23

- We will continue to explore and develop research support. Upcoming grant opportunities include the NH Sea Grant biennial fund along with smaller research grants. In addition to new conservation research directions, we will develop scientific manuscripts with historic data in collaboration with State biologist Jess Carloni and others. The extension through September of the Program Manager position (through Campus match) is specifically designed to improve reporting and scientific communication to help promote the scientific program and attract more grant and donor support.

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 annually.
  - o Nesting and productivity metrics for each tern species, summaries of season trends and highlights, and all actions initiated under this contract by 1 December annually. Federal grant metrics will be provided to SML from State to ensure reports include necessary reporting information.
- Provide records of all non-federal expenses voluntarily provided as potential match (including cost-sharing and in-kind contributions) and provide sufficient documentation to be used as match for the respective federal grants. A summary of expenses will be provided in each annual report. However, eligible cost share and in-kind match for federal grants must be also documented on invoices.
- 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. Campus is applying its off-campus indirect rate of 26%. Eligible in-kind match (i.e., Jennifer Seavey and Elizabeth Craig's matched project oversight costs) will be documented and provided on invoices for each billing period. If volunteer time is used towards in-kind support, time worked shall be documented for each individual volunteer. A description of how the value of volunteer time was calculated (i.e., volunteer rate) shall also be provided. Such costs or in-kind contributions must not have been used as match to other federal programs or funds. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 75 days after the Project Period end date.

Year 1*

	EW (Roseate)	T23R2P9 (Tern Mgt)	ST1206 (Pred. Mgt.)	EW Cost Share	T23R2P9 Cost Share	Total
Salaries	$5,520	$25,180	$1,000	$660	$15,333	$47,693
Fringe Benefits	$1,866	$ 5,359	$ 338	$223	$ 5,183	$12,969
Travel	$ 550	$ 1,100	$ 0	$ 0	$ 0	$ 1,650
Supplies	$ 0	$ 6,386	$ 100	$ 0	$ 0	$ 6,486
F&A	$2,064	$ 9,886	$ 374	$230	$ 5,334	$17,888
Total	$10,000	$47,911	$1,812	$1,113	$25,850	$86,686

*All Year 1 eligible costs through the period ending December 31, 2023, including all cost share or volunteer in-kind match applicable to the period, must be invoiced no later than February 15, 2024 and be invoiced separately from costs for the period beginning January 1, 2024.

Campus Authorized Official *KMJ*
Date 03/24/23

Year 2

	EW (Roseate)	T23R2P9 (Tern Mgt)	ST1206 (Pred. Mgt.)	EW Cost Share	T23R2P9 Cost Share	Total
Salaries	$5,527	$26,236	$1,000	$662	$15,930	$49,355
Fringe Benefits	$1,835	$ 5,497	$ 332	$220	$ 5,289	$13,173
Travel	$ 575	$ 1,150	$ 0	$ 0	$ 0	$ 1,725
Supplies	$ 0	$ 6,522	$ 100	$ 0	$ 0	$ 6,622
F&A	$2,063	$10,245	$ 372	$229	$ 5,517	$18,426
Total	$10,000	$49,650	$1,804	$1,111	$26,736	$89,301

TOTAL STATE FUNDING: $121,177
TOTAL CAMPUS COST-SHARE: $54,810
TOTAL PROJECT COSTS: $175,987

Budget Justification Narrative

1. Salaries and Wages: Salaried Tern Program staff include the Program Manager and technicians. The Project Manager will be paid $6,023 per month in 2023 and $6,204 per month in 2024 from May 1 through August 15 annually (4.25 months total; 3.25 months NHFG request and 1.0 month non-federal match). The extended time period beyond the field season allows for startup and end of season activities, data analysis, and report and manuscript writing. The Manager's salary is comparable to state of New Hampshire Biologist II-III salary range (http://business.nh.gov/paytransparency). Technicians will be paid $433 per week in 2023 and $450 per week in 2024 from May 7 to Aug 15 annually. This salary is based on a comparison of other northeast seabird and shorebird monitoring programs and the incorporation of room and board as a benefit. Technicians will have an undergraduate degree in biology or a related field, and preference will be given to candidates with seabird colony experience. Two technicians will be hired. Jennifer Seavey's time spent on oversight of the project (0.80 months per year) is provided as non-federal match.
2. Fringe Benefits: The full fringe benefit rate is 35.7% from 7/1/22-6/30/23 and 33.2% thereafter and is applied to the salary for Seavey (Campus cost share) and Craig (in State funds and Campus cost share). The basic fringe rate is 8.1% from 7/1/22-6/30/23 and 7.7% thereafter and is applied to the salaries for technicians. For budgeting purposes only, a composite rate is used in Year 1 because of the change in the fringe rate from one fiscal year to the next.
3. Travel: Travel costs consist of expenses for the Program Manager to travel to scientific conferences (including annual meetings of the Gulf of Maine Seabird Working Group, the Roseate Tern Recovery Team, and the Waterbird Society).
4. Supplies & Services: Annual supplies and services outlined for 2023-2024 include:

- Food and water for program staff
- Banding supplies (holding bags and plastic field-readable color bands)
- Field supplies (rite-in-the-rain notebooks, pens, survey flags, survey paint, etc.)
- Habitat management supplies (salt for habitat treatments)
- Office supplies (printer cartridges, paper, binders, etc.)
- First aid supplies (bandages, antiseptic, pain relief, etc.)
- Miscellaneous equipment repair and maintenance (for internet, power, research equipment, etc.)
- Annual boat use and maintenance (for inflatable and outboard motor dedicated to Tern Program)
- Mooring maintenance (spring/fall maintenance and repairs)

Campus Authorized Official *KMJ*
Date 03/24/23

- Gas for Tern Program inflatable (20 gal/season)
- Propane for Tern Program freezer (60 gal/season)
- Ammunition for predator management
- White Island cottage necessities (light bulbs, smoke detectors, cleaning supplies, etc.)
- Replacement batteries for dog fence

5. Equipment: No equipment is requested at this time.
6. Facilities and Administrative Costs: Facilities and Administrative Costs: F&A rates are negotiated and approved by the Department of Health & Human Services, Campus's cognizant federal agency. Campus's provisional off-campus rate is 26%.

G. Other: Any publications or publicity regarding these projects shall recognize funding sources and cooperative arrangements with the New Hampshire Fish and Game Department Nongame &Endangered Wildlife Program and the U.S. Fish and Wildlife Service.

Campus Authorized Official *KMJ*
Date 03/24/23

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 **Uniform Requirements for Federal Awards issued by the Office of Management and Budget (OMB) at 2 CFR Part 200 in lieu of Circulars listed in paragraph above. The federal regulations applicable to Department of Interior, Fish and Wildlife Service recipients, subrecipients and contracors are icorporated by reference. See FWS Financial Assistance Award Terms and Conditions available on the Internet at http://www.fws.gov/grants/.**

Campus Authorized Official *KMJ*
Date 03/24/23