

THE STATE OF TEXAS

COUNTY OF TRAVIS

INTERAGENCY COOPERATION CONTRACT

This Contract is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Chapter 771 of the Texas Government Code.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Parks and Wildlife Department (TPWD)

The Performing Agency: Texas AgriLife Research (AgriLife)

II. STATEMENT OF SERVICES TO BE PERFORMED:

AgriLife shall conduct the project entitled "Breeding Ecology and Population Status of the Black-capped Vireo in México: filling critical information gaps" as per proposal attached hereto as Attachment A and incorporated herein for all purposes. The objective of this study is to overall objective is to obtain a database of information on the occurrence of rare species of mussels and fish throughout the extent of the rivers of the northeast Texas region.

All publications arising from this research shall acknowledge TPWD, as well as **Section 6**, or such fund as may supersede it in funding this project.

All data and analyses resulting from this project, and all information regarding the project, becomes the joint property of TPWD and AgriLife, and will be presented to TPWD in an electronic format determined by TPWD upon request, and not later than August 31, 2013. TPWD agrees to refrain from publishing any results or analysis of this study for four (4) years after the termination date of contract, after which TPWD may publish with no restriction.

With respect to such Intellectual Property as is (i) incorporated in the Work, or (ii) produced by AgriLife or AgriLife employees, subcontractors, or subcontractor's employees during the course of performing the Work, AgriLife hereby grants to TPWD, subject to the terms of this Contract, a nonexclusive, perpetual, irrevocable, enterprise-wide license to use, copy, publish, and modify such Intellectual Property, and allow others to do so for TPWD purposes. AgriLife shall secure all necessary intellectual property licenses from third parties and warrants that the Work and the intended use of the Work will not infringe upon any property rights of any third party.

Equipment and supplies purchased under this Contract shall be used, managed, and disposed of in accordance with the Texas Uniform Grant Management Standards (UGMS). Property records must be maintained on all capitalized or controlled property and equipment that include a description of the property, a serial number or other identification number as provided by State Property Accounting (SPA), the source of the property, who holds title, the acquisition date, and cost of the property. These records must be provided to TPWD at time of acquisition. At least every two years and/or at project closeout a physical inventory of the property must be taken and the results reconciled with property records. TPWD will determine appropriate disposition of such property in accordance with UGMS.

Landowner Permission: In accordance with 12.103 of the Texas Parks and Wildlife Code, the AgriLife acknowledges that any work to be performed on private lands in Texas using these funds requires that grantees secure written permission from the private landowner(s) for the purposes of (i) access to the land, and (ii) use of data collected on that land. As such the Landowner Permission for Wildlife Research Form (PWD-193A), is attached hereto as Attachment B, and is incorporated herein for all purposes.

Data collected for rare, threatened, and endangered species: All raw data shall be submitted along with the required interim and final reports. All observation data shall, at a minimum, include unbuffered GPS coordinate information, or preferably, shall be submitted as a projected GIS shapefile. All such data submitted will be entered into the Texas Natural Diversity Database. Data specific questions may be addressed to: txnodd@tpwd.state.tx.us.

AgriLife shall submit following guidelines provided by TPWD **(1) Interim Performance Reports on or before 30 September 2011, and 30 September 2012 and (2) a Final Report on or before 31 August 2013.** The Reports shall then be forwarded to U. S. Fish and Wildlife Service (USFWS, Austin) for review and comments. TPWD will send revisions requested by USFWS, Austin, to the Principal Investigator for AgriLife, who shall respond to TPWD in writing within sixty (60) days of receipt of revision request.

III BASIS FOR CALCULATING REIMBURSABLE COSTS:

See Budget in Attachment A for details.

Allowable costs are restricted to those that comply with UGMS and additional state and federal rules and law. The Parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for allowable costs. Additional federal requirements apply when federal funds are included in the reimbursement.

The performing agency may make adjustments up to ten percent (10%) within cost categories without prior approval from TPWD, provided that the total reimbursable costs do not exceed total annual costs.*

Expenditures for travel and travel-related expenses will be reimbursed at the official rate authorized by the State of Texas.

The cost of materials and supplies should be charged at their actual prices. Proper documentation is required for reimbursement.

Reimbursements are conditioned on the Contract activities being performed in compliance with the Contract.

IV. CONTRACT AMOUNT:

The reimbursable amount of this Contract shall not exceed: \$166,635.00 (One hundred sixty six thousand, six hundred thirty five dollars) with a minimum match requirement of \$71,640.00 (Seventy one thousand six hundred forty dollars).

Budgeted monies not spent in a given fiscal year may not be eligible to be rolled over to the following fiscal year(s).

Fund availability for this contract is dependent on a funding source which is approved on a fiscal year (9/1 – 8/31) basis. Consequently, this contract is subject to cancellation, without penalty, either in whole or in part, if those funds are unavailable, to TPWD.

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

For payment purposes, the Performing Agency (agency receiving payment) shall submit to the Receiving Agency (agency making payment) an invoice with the Performing Agency's RTI (for funds transfer at the Treasury) or a Purchase Voucher (for deposit in local bank account). The Receiving Agency will enter payment information into USAS.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

Any excess costs over the TPWD contribution toward one awarded contract cannot be submitted for reimbursement against another contract.

Twenty percent (20%) of Federal Share, or \$33,327, will be held until receipt and acceptance of final report by TPWD.

VI. INVOICING:

Payments for service performed shall be billed: Monthly.

INVOICES WILL BE SENT TO:

Dr. C. Craig Farquhar
Wildlife Division
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744

Invoices shall include details of work completed during the invoices period. Backup documentation must be submitted for both the contract expenses incurred and the match amounts. Match must be documented on each invoice. A sample Invoice with match documentation is attached hereto as Attachment C.

If the invoice or backup documentation is not complete it will delay the processing of your invoice.

The entire match amount must be obligated by the end of the period of performance or the performing agency risks a proportionate reduction in the amount of federal funds awarded under this Contract. If Performing Agency does not meet the match requirement of this agreement, the amount of federal funds to be disbursed will be proportionately lowered or, if already disbursed, a refund of federal funds will be required.

All invoices and reports must be received within 60 days of end of each fiscal year or termination of contract. Invoices not received within this time frame may not be paid.

VII. CONTRACT ADMINISTRATION:

TPWD Project Coordinator

Craig Farquhar
Endangered Species Grants Coordinator
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744
512-389-4933 office
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craig.farquhar@tpwd.state.tx.us

TPWD Contract Point of Contact

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tammy.dunham@tpwd.state.tx.us

AgriLife Principal Investigator

Dr. Michael L. Morrison
Wildlife and Fisheries Sciences
Texas A&M University
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AgriLife Contract Point of Contact

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979-845-4761
d-gilliland@tamu.edu

VII. TERM OF CONTRACT:

This Contract is to begin September 1, 2010 or upon signature by both parties, , and
whichever is later

shall terminate 31 August 2013

An extension to this contract may be granted with prior written approval by TPWD. Any extensions shall be at the same terms and conditions, plus any approved changes.

This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise made available, to TPWD.

VIII. GENERAL TERMS AND CONDITIONS:

Definitions: As used throughout this contract, the following terms shall have the meaning set forth below:

- A. Capitalized Property is real or personal property that have an estimated life of greater than one year. A capital asset has a value equal to or greater than the capitalization threshold established for that asset type. In accordance with State Property Accounting (SPA) regulations
- B. Controlled Property is a capital asset that has a value less than the capitalization threshold established for that asset type, however due to its high-risk threshold, is required to be reported to SPA. The Comptrollers controlled assets list can be found online at: <https://fmxcpa.state.tx.us/fmx/spa/classcosed/control.php>.
- C. Contractor shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Performing Agency.

Abandonment or Default: If the contractor defaults on the contract, TPWD reserves the right to cancel this Contract without notice. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

Amendments: This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Audit: Performing Agency understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Agency further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing access to any information the state auditor considers relevant to the investigation or audit. Performing Agency shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Performing Agency and the requirement to cooperate is included in any subcontract it awards.

Disallowed Costs: The Performing Agency is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

Dispute Resolution: Any disputes arising from this agreement shall be resolved using Chapter 2260 of the Texas Government Code

TPWD may avail itself of any remedy or sanction provided in this Contract or in law to recover any losses arising from or caused by Performing Agency's substandard performance or any non-conformity with this Contract or the law.

Performing Agency shall carry on the Contract Activities and adhere to the progress schedule during all disputes or disagreements with TPWD unless ordered to stop the Contract Activities. No Contract Activities shall be delayed or postponed pending resolution of any disputes or disagreements.

Neither payment by TPWD nor any other act or omission other than an explicit written release constitutes a release of Performing Agency from liability for losses under this Contract.

Non-discrimination: The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 or Rehabilitation Act of 1973, Title II of the Americans with disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in

programs or activities regardless of race, color, national origin, age, sex or disability. Further, it is agreed that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color national origin, age, and sex (in educational activities) or disability. The prime contractor shall ensure that this clause is included in all subcontracts.

Proprietary or Confidential Information: Contractor will not disclose any information to which it is privy under this Contract without the prior consent of the agency. Contract will indemnify and hold harmless the State of Texas, its officers and employees, and TPWD, its officers and employees for any claims or damages that arise from the disclosure by Contractor or its contractors of information held by the State of Texas.

Public Disclosure: Information, documentation and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code ("the Public Information Act"). No public disclosures or news releases pertaining to this contract shall be made without prior written approval of TPWD.

Termination: This Contract shall terminate upon full performance of all requirements contained in this Contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.

Termination for Default: TPWD may, by written notice of default to the contractor, terminate this Contract, n whole or in part, for cause if the contractor fails to perform in full compliance with the contract requirements, through no fault of TPWD. TPWD will provide a thirty (30) day written notice of termination to the contractor of intent to terminate, and TPWD will provide the contractor with an opportunity for consultation with TPWD prior to termination.

Upon receipt of written notice to terminate, the contractor shall promptly discontinue all services affected (unless the notice directs otherwise) and shall deliver or otherwise make available to TPWD, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing this Contract, whether completed or in process

Other Law: Performing Agency understands and agrees that by accepting money for services under this Contract, it will comply with all federal laws and regulations related to grants of federal funds under this Contract. As part of this agreement, Performing Agency will make the necessary certifications and agreements required, including but not limited to federal assurances, Attachments D

The undersigned contracting parties do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY

PERFORMING AGENCY

TEXAS PARKS AND WILDLIFE DEPARTMENT

TEXAS AGRILIFE RESEARCH

By:



Michelle Croft, CTPM CTCM

Director of Purchasing and Contracting

By:



Authorized Signature

Diane Gilliland, Asst. Dir. for Research Admin.

Title

Date:

10/25/2010

Date:

10-22-10

Attachment A

Title: Breeding Ecology and Population Status of the Black-capped Vireo in México: filling critical information gaps.

Need.

The overall goal of this study is to substantially expand our knowledge of the vireo in Mexico by filling critical gaps in our knowledge, which will provide a more thorough understanding of the condition of the species overall and provide guidance for recovery in the US. The project will expand upon the data gathered in a recent Section 6 supported project on the vireo in Mexico (Farquhar and Gonzalez 2005). This proposal is a cooperative and collaborative effort between the Universidad Autonoma de Nuevo Leon, Texas A&M University, and the Texas Parks and Wildlife Department. We received a small (\$24,000) seed grant for re-initiating field work in Mexico in 2010, which includes planning field logistics for efficiently implementing Section 6 funding starting in the 2011 field season.

The black-capped vireo (*Vireo atricapillus*) was listed as Endangered in 1987 because of habitat loss due to development and grazing, and much lowered productivity because of cowbird parasitism and nest predation. A recent survey of literature and unpublished data indicated that fewer than 7,000 breeding males likely existed across the current range in Texas, Oklahoma, and Mexico (Wilkins et al. 2006). Although the numbers of birds might have increased in several core breeding locations, the overall population remains critically low and concentrated in these few locations. Focused research has been ongoing in Texas and Oklahoma at a few locations, and management (primarily cowbird trapping and some habitat manipulation) is underway on several state and some private properties. However, a large gap in knowledge exists concerning the vireo population across the Texas border in northern Mexico. Surveys conducted to date in Mexico indicate that a large and potentially healthy population exists in at least some locations in Mexico. Prior to recent observations by Farquhar and Gonzalez (2005), the species was not confirmed to breed farther south than central Coahuila, Mexico. Based on these recent reports from northeastern Mexico, the known breeding range in Mexico has been extended southward (Farquhar and Gonzalez 2005:Fig. 6; Wilkins et al. 2006:Fig. 2.1); see included Map on page 4 of this proposal.

Quantifying the status of the vireo in Mexico, including determining how much movement of birds might be occurring across the US-Mexican border, is an essential component of determining the overall status of the species. For example, are some of the birds produced in northern Mexico dispersing into Texas to breed? There is evidence that vireos in Mexico are sustaining cowbird parasitism as are their US counterparts; the vireo encounters both the brown-headed and bronzed cowbird in Mexico (Farquhar and Gonzalez 2005). Additional work in Mexico also provides an excellent opportunity to further solidify collaborative efforts between researchers in the US and Mexico. Much of the work on the vireo in Mexico has been conducted in Coahuila. Although data are being accumulated on the population(s) in Mexico, uncertainty and even controversy exists with regard to the distribution and especially population estimates of the species (e.g., Marshall et al. 1985; Benson and Benson 1990, 1991; Scott and Garton 1991).

Criteria for downlisting of the vireo included at least one viable breeding population in Mexico, as well as sufficient and sustainable area and habitat on the winter range exists to support the breeding populations (USFWS 1991). A priority emphasis of the Section 6 program will be met by our project, namely the conducting of research on a rare species in relation to habitat change and management, and conducting status surveys, habitat characterization, and ecological assessments. Like Texas, much of the lands occupied by the vireo in Mexico occur on private landholdings. Because our project is using the foundation of data and collaborative relationships already developed through recent work in Mexico, we will be able to rapidly accumulate substantial new data.

Our proposed project will also directly address most of the research and information needs listed in the Recovery Plan (pp. 37-38). All major sections listed under the recovery outline will be addressed. Specifically, we will enhance knowledge and information on surveys (section 1.1), population viability (1.2), cowbirds (103), habitat

(1.4), other threats (1.5), age structure (1.7), management and protection (2.0), and monitoring (3.0). We will also begin to gather information on the population structure of the birds breeding in Mexico, which will serve as the foundation for future work on the wintering grounds of the species.

Objective. To quantify the breeding ecology, population status, habitat conditions, and threats for the black-capped vireo in Mexico over 3 years.

Expected Results or Benefits.

The primary benefits of this project will be:

- 1 A major step toward determining the population status and habitat conditions for the species in Mexico. Because of the previous work conducted by our TPWD collaborator and the direct funding of our colleagues in Mexico, we have the resources and contacts necessary to gain access to a substantial number of properties across the breeding range of the species in Mexico. We will be able to provide quantitative assessments of the number of birds present, their breeding status (i.e., success rate), primary threats (e.g., cowbirds), and rigorous descriptions of habitat conditions.
- 2 Expand into Mexico our quantification of the overall impact of threats to the species. For example, we will be able to quantify the effects of cowbird parasitism, predation of nestlings, and other factors influencing breeding productivity. Additionally, we will gain a better understanding of threats impacting the population in Mexico, including factors such as habitat fragmentation, human developments (e.g., urbanization, agriculture), and local and regional political attitudes towards conservation and endangered species. Because most research has been focused on public lands in Texas and Oklahoma, virtually nothing is known about the status and performance of the birds on U.S. private lands or in Mexico. It is likely that potential threats affect vireos in substantially different ways across their range.
- 3 We are also initiating research on the vireo under separate funding in the Devil's River region of southwest Texas. We will thus have complimentary data to compare results (e.g., breeding status, threats) between southwest Texas and adjacent northern Mexico, and between those areas and central Texas..
- 4 This project will allow us to continue and expand our across-the-border relationships with scientists and landholders. An excellent partnership has already been developed, and this project will provide funding directly to our partners in Mexico.
- 5 Overall the data gathered from this research will provide critical insights in to the conservation of the species throughout it's range, which will have direct application to recovery.

Approach.

Overall: Field sampling will be conducted in the breeding (spring-summer) periods of 2011 through 2013, as detailed below

Task 1. Date of approval of funding to March 2011. Develop list of initial land areas to include in sampling. We will use a combination of remote sensing imagery, digital elevation maps, previous surveys (especially Farquhar and Gonzalez 2005; see Map on p. 4 of this proposal), and on-the-ground knowledge of our collaborators in Mexico to delineate potential vireo habitat throughout northern Mexico; this will be a conservative assessment. We will use this analysis to identify sampling locations in a stratified random manner so as not to bias our field results. A "location" will be a patch of potential habitat identified by our selection scheme.

Task 2. Annually Mar-Aug. Initiate field sampling of locations identified in Task 1.

Task 2.1. At each location (habitat patch) identified in Task 1 we will conduct an initial assessment of the presence or absence of vireos using visual and auditory cues, as well as through the use of song playback as necessary. This task thus quantifies presence or absence across the sampling region. Based on our analysis of data we collected on the vireo in Texas from 2003 to 2008, we used occupancy modeling (e.g., McKenzie et al. 2006) to determine that 5 visits to a habitat patch were sufficient to show "absence". Thus, we will provide rigorous data on the detection or non-detection of vireos in the sampling areas. Based on the terrain and vegetation density, we will systematically establishing points throughout a patch from which we can obtain good visual and auditory

coverage of the area for locating birds (through listening and playback). We will make up to 5 visits to each patch in order to determine occupancy of the location. The presence of cowbirds will be recorded and an estimate of numbers recorded. Methods for abundance estimation are provided below.

Task 2.2. At a subset of locations where birds were found to be present (Task 2.1) we will quantify bird abundance. In small (i.e., <50 ha) patches we will spot map (GPS) the location of all singing males. In larger patches we will conduct point count sampling with distance estimations to allow calculation of density estimates (we will also GPS the locations of all birds seen or make an estimate of location for those heard only). Although some of the habitat occupied by the birds is dense (C. Farquhar, pers. comm.), we will at least be able to provide initial estimates of relative density between sampling locations; our estimates will be valid because we will have good estimates of detection probabilities (see Task 2.1, above),

Task 2.3. At a subset of locations used for density estimation (Task 2.2) we will locate nests and monitor nesting behavior and success. We will locate nests through behavioral observations and monitor nest contents every ~5 days. All nests will have coordinates recorded by GPS. If successful, nestlings will be color banded. We will estimate the cause of nest loss. Although not a formal part of this proposal or study, because we will have birds in hand we will gather feather and blood samples that would be available for later genetic and stable isotope analyses (no additional cost incurred to this proposal).

Task 2.4. Conduct habitat assessment of all locations surveyed at the patch, territory, and nest scale; locations where no birds were detected will be included. We will use GIS layers to plot all bird and nest locations to add to the database on breeding distribution, and to categorize general (vegetation type) habitat use at the patch and territory scale. We will also gather on-the-ground measurements to quantify nest-site habitat use, including plant species composition and cover, tree density, and ground cover. The GIS analyses will allow us to determine the location of birds and nests in relation to geographic features (e.g., slope, aspect), distance from patch edge, roads and trails, human developments, and other landscape features.

Task 3. Sep-Dec 2011. Data will be entered into databases and analyzed. Analyses will include a listing of sampling locations, size, habitat conditions (overall, territory, nest site), results of breeding attempts (e.g., successful-unsuccessful, cause of failure), and other observations recorded (e.g., cowbird activity, status of other threats).

Task 4. Jan-Mar 2012. Based on analyses of 2011 data, we will re-evaluate and improve the criteria we used for identifying potential vireo habitat; based on 2011 sampling we will be able to analyze data at the patch, territory, and nest scales. We will then use the same sampling procedure (Task 1) to identify a new set of locations to visit in 2012 field season.

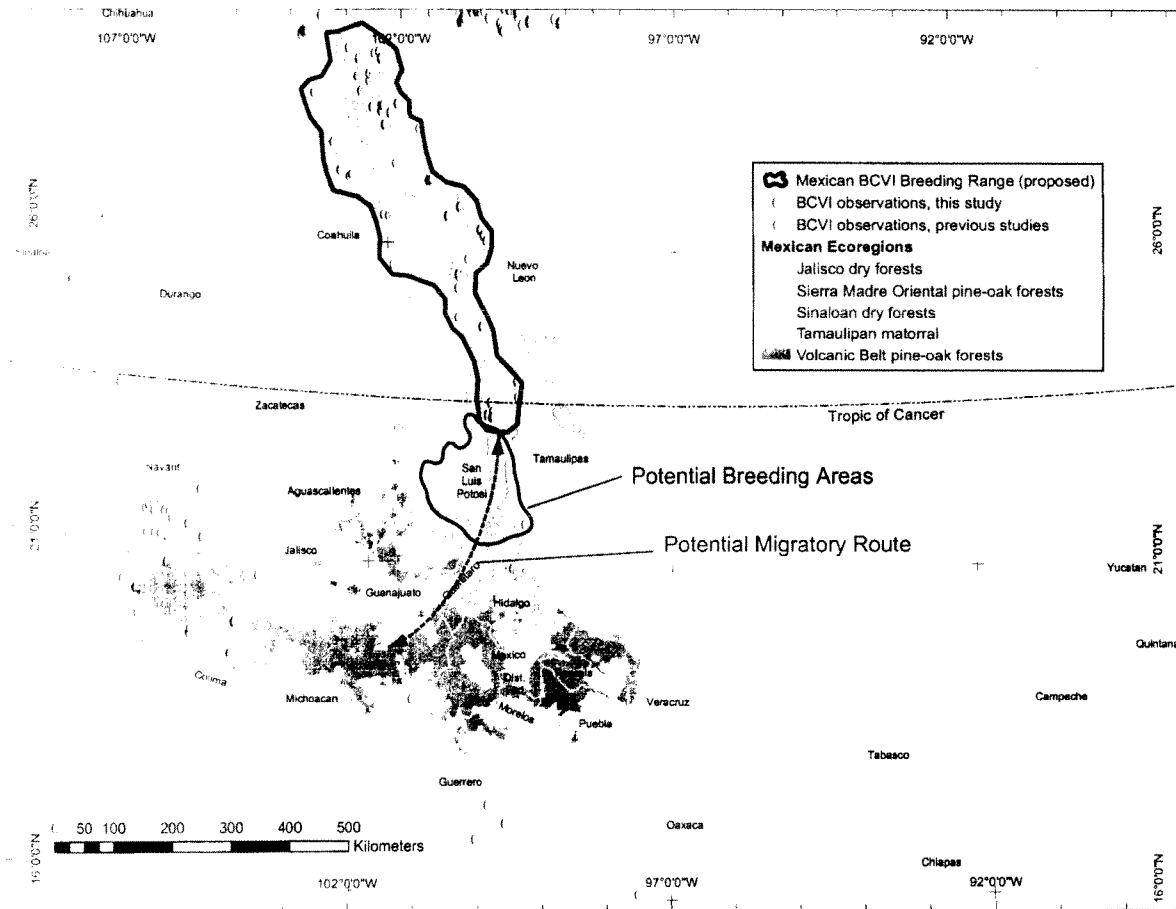
Task 5. Mar-Aug 2012. Conduct the same field sampling procedures listed above for Task 2 (including 2.1 to 2.4).

Task 6. Sep-Dec 2012. Conduct the same summaries and analyses as listed for Task 3, above.

Tasks 7 and 8: Repeat Tasks 4 and 5, respectively, for 2013.

Task 9. Sep-Dec 2013. All study results will be summarized, the appropriate statistical, genetic, and isotope analyses applied, and a final report produced.

MAP



Location.

NE Mexico, see Map, page 4 (above): The study area is depicted on the attached map, highlighted as "Breeding Range"

Project Personnel.

Mexico

Dr- Jose I. Gonzalez Rojas, Universidad Autonoma de Nuevo Leon, Apartado, San Nicolas de los Garza, Nuevo Leon, Mexico. (81) 8352-9649. Email: josgonza@fcb.uanl.mx, josgonza@gmail.com

Texas A&M University

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Voelker, Gary. Wildlife and Fisheries Sciences, Texas A&M University, College Station, TX 77843-2258. 979-845-5288. gvoelker@ag.tamu.edu

Wilkins, Neal. Director, Texas A&M Institute of Renewable Natural Resources, Texas A&M University, College Station, TX 77843-2260. 979-845-7726. nwilkins@tamu.edu

Graduate students from Texas A&M University and Universidad Autonoma de Nuevo Leon will be included in all aspects of the project (specific students to be named)

TPWD representative

Farquhar, Craig. Wildlife Diversity Program, Texas Parks and Wildlife Department, 3000 IH 35, South, Suite 100, Austin, TX 78704 512-912-7018. craig.farquhar@tpwd.state.tx.us

Estimated Cost.

	Year 1			Year 2			Year 3			Total Project		
	Federal	Match	Total	Federal	Match	Total	Federal	Match	Total	Federal	Match	Total
Personnel - TAMU/Agrilife												
Principal Investigator-TAMU	0	0	0	0	0	0	0	0	0	0	0	0
Graduate Stipend-TAMU	20,000	0	20,000	20,000	0	20,000	20,000	0	20,000	60,000	0	60,000
Graduate Tuition/Fees TAMU	0	0	0	0	0	0	0	0	0	0	0	0
Total Personnel - TAMU/Agrilife	20,000	0	20,000	20,000	0	20,000	20,000	0	20,000	60,000	0	60,000
Travel Expense												
Vehicle (State truck, 6 mos@ \$2,000/mo.)-TAMU	0	12,000	12,000	0	12,000	12,000	0	12,000	12,000	0	36,000	36,000
Per diem-TAMU	0	0	0	0	0	0	0	0	0	0	0	0
Total Travel	0	12,000	12,000	0	12,000	12,000	0	12,000	12,000	0	36,000	36,000
Materials & Supplies												
Song playback - TAMU	0	0	0	0	0	0	0	0	0	0	0	0
Misc. supplies-TAMU	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0
Direct Costs - TAMU (MTDC)												
	20,000	12,000	32,000	20,000	12,000	32,000	20,000	12,000	32,000	60,000	36,000	96,000
Indirect Costs @15%	3,000	11,880	14,880	3,000	11,880	14,880	3,000	11,880	14,880	9,000	35,640	44,640
Total - TAMU	23,000	23,880	46,880	23,000	23,880	46,880	23,000	23,880	46,880	69,000	71,640	140,640
Direct Cost-UNL												
	28,300	0	28,300	28,300	0	28,300	28,300	0	28,300	84,900	0	84,900
Indirect Cost-UNL 15%	4,245	0	4,245	4,245	0	4,245	4,245	0	4,245	12,735	0	12,735
Total -UNL	32,545	0	32,545	32,545	0	32,545	32,545	0	32,545	97,635	0	97,635
Total Project Costs-TAMU+UNL												
	55,545	23,880	79,425	55,545	23,880	79,425	55,545	23,880	79,425	166,635	71,640	238,275
	0.70	0.30		0.70	0.30		0.70	0.30		0.70	0.30	

Literature Cited.

- Benson, R.H. and K.L.P. Benson. 1990. Estimated size of black-capped vireo population in northern Coahuila, Mexico. Condor 92:777-779.
- Benson, R.H. and K.L.P. Benson. 1991. Reply to Scott and Garton. Condor 93:470-472.
- Farquhar, C.C. and J.I. Gonzalez. 2005. Breeding habitat, distribution and population status of the black-capped vireo in northern Mexico. Project WER65 Final Report. U.S. Fish and Wildlife Service, Albuquerque, New Mexico.
- Marshall, J.T., R.B. Clapp and J.A. Grzybowski. 1985. Status Report: *Vireo atricapillus* Woodhouse. Prepared for U.S. Fish and Wildlife Service, Office of Endangered Species, Albuquerque, New Mexico.
- MacKenzie, D. I., J. D. Nichols, J. A. Royle, K. H. Pollock, L. L. Bailey, and J. E. Hines. 2006. Occupancy estimation and modeling: inferring patterns and dynamics of species occurrence. Academic Press, San Diego, California, USA.
- Scott and Garton. 1991. Population estimates of the black-capped vireo. Condor 93:369-470.
- U.S. Fish and Wildlife Service. 1991. Black-capped vireo (*Vireo atricapillus*) recovery plan. Austin, Texas.
- Wilkins, N., R.A. Powell, A.A.T. Conkey, and A.G. Snelgrove. 2006. Population status and threat analysis for the black-capped vireo. Prepared for US Fish and Wildlife Service, region 2.



Attachment B

LANDOWNER PERMISSION FOR WILDLIFE RESEARCH

(Pursuant to Section 12.103 of the Texas Parks and Wildlife Code)

- 1 **Use of Information:** I hereby grant approval for Texas Parks and Wildlife Department employees to enter property I own or manage to conduct scientific investigations and research on wildlife and to record and use (such as in analyses) site-specific information from the property. This may include placing that information onto a topographic map and entering the information into a Department database. Thus, the information could be viewed by the public.

(Landowner or authorized agent)

(Date)

- 2 **Reporting of Information:** I hereby grant approval for Texas Parks and Wildlife Department employees to report (such as in publications or technical reports) the above approved information in a manner that permits identification of the location of the specific parcel of property I own or manage.

(Landowner or authorized agent)

(Date)

- 3 **Other Conditions:** List any other conditions that apply to this approval.

- 4 **Name and Address:**

(Name of Landowner or Authorized Agent)

(Address)

(City, State, Zip)

- 5 **Optional:**

(Name of Ranch or Tract)

(County)

(Acreage)

(Home Phone)

(Office Phone)

(FAX)

Texas Parks and Wildlife Department maintains the information collected through this form. With few exceptions, you are entitled to be informed about the information we collect. Under Sections 552.021 and 553.023 of the Texas Government Code, you are also entitled to receive and review the information. Under Section 559.004, you are also entitled to have this information corrected. For assistance call 512-389-4978.

Sample Invoice with Match (on vendor letterhead)**ADDRESS:**Send to the address of the contactInvoice Date: MM/DD/YYperson on the contractInvoice #: #####

Payment amount for Performance Period: **\$5,865.00**
 (Total Costs in Column B, Expenditure Categories)

RE: Contract # _____

Performance Period: **MM/DD/YY through MM/DD/YY**
 (same as Performance Period in Column B)

	(A)	(B)	(C)	(D)
		Performance Period for MM/DD/YY through MM/DD/YY		
Expenditure Categories	Contract Budget		Cumulative Expenses	Balance of Budget as of MM/DD/YY
Salaries	\$10,000.00	\$2,000.00	\$2,000.00	\$8,000.00
Fringe Benefits (25%) *	\$2,500.00	\$500.00	\$500.00	\$2,000.00
Professional and Contracted Services	\$5,000.00	\$2,000.00	\$2,000.00	\$3,000.00
Travel	\$1,000.00	\$200.00	\$200.00	\$800.00
Supplies	\$2,500.00	\$400.00	\$400.00	\$2,100.00
Equipment	\$5,000.00	\$0.00	\$0.00	\$5,000.00
Total Direct Costs	\$26,000.00	\$5,100.00	\$5,100.00	\$20,900.00
Indirect (if allowable) 15% *	\$3,900.00	\$765.00	\$765.00	\$3,135.00
Total Costs	\$29,900.00	<u>\$5,865.00</u>	\$5,865.00	\$24,035.00

Match Expenditures

Salaries	\$10,000.00	\$2,000.00	\$2,000.00	\$8,000.00
Fringe Benefits	\$2,500.00	\$500.00	\$500.00	\$2,000.00
Professional and Contracted Services	\$5,000.00	\$2,000.00	\$2,000.00	\$3,000.00
Travel	\$1,000.00	\$200.00	\$200.00	\$800.00
Supplies	\$2,500.00	\$400.00	\$400.00	\$2,100.00
Equipment	\$5,000.00	\$0.00	\$0.00	\$5,000.00
Total Direct Costs	\$26,000.00	\$5,100.00	\$5,100.00	\$20,900.00
Indirect (if allowable)	\$3,900.00	\$765.00	\$765.00	\$3,135.00
Total Costs	\$29,900.00	\$5,865.00	\$5,865.00	\$24,035.00

* Fringe Rates & Indirect Rates must be approved in
 the grant application process with TPWD.

_____, subrecipient/vendor, certify that this invoice is correct and that matching funds (if required in the contract) have been provided and will be subject to audit under OMB Circular A-133. I further certify that this invoice has not been previously paid

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

CHECK ☒ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

CHECK ☒ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ☒ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I (Grantees Other Than Individuals)

A The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c) (1), (e) and (f).

3. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ☐ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate I (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK ☒ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND
THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT;
SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ☐ IF CERTIFICATION FOR THE AWARD OF A FEDERAL
LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR
SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.



SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Diane Gilliland, Asst. Dir. for Research Admin

TYPED NAME AND TITLE

10 22 10

DATE

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

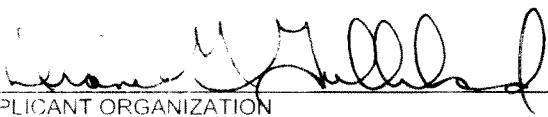
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
		Diane Gilliland, Asst. Dir. for Research Admin	
APPLICANT ORGANIZATION		DATE SUBMITTED	
Tennessee Valley Research		10.22.10	