

Contract Number 404398

MEMORANDUM OF AGREEMENT
Between
TEXAS PARKS & WILDLIFE DEPARTMENT
And
PRONATURA SUR, A. C.

This Memorandum of Agreement is made and entered into by and between Texas Parks and Wildlife Department, hereinafter referred to as TPWD, and Pronatura Sur, A. C., a non-profit, 501(c)(3) organization, under the authority granted by Parks and Wildlife Code, Section 11.017(a)(1)(C).

I. CONTRACTING PARTIES:

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

The Performing Entity: Pronatura Sur (Pronatura)

II. STATEMENT OF SERVICES TO BE PERFORMED (WORK):

PRONATURA shall conduct a project, entitled *A protocol for increasing capture probability of Golden-cheeked Warblers at wintering sites*, as outlined in the attached proposal, Attachment A, attached hereto and incorporated herein for all purposes.

At least one (1) TPWD employee will serve as a project advisor and co-author of all publications resulting from this research. The project advisor shall 1) Serve on any graduate committee as an official or unofficial member, 2) Serve as a co-author on all publications resulting from this project, and 3) Monitor progress of the project.

All publications arising from this research shall acknowledge TPWD, as well as Section 6, 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 property of TPWD, and will be presented to TPWD in an electronic format determined by TPWD upon request, and not later than 31, August 2013. TPWD agrees to refrain from publishing any results or analysis of this study for two (2) 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 PRONATURA or PRONATURA employees, subcontractors, or subcontractor's employees during the course of performing the Work, PRONATURA hereby grants to TPWD 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. PRONATURA 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 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 Tarleton 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: txndd@tpwd.state.tx.us.

Pronatura shall submit, following guidelines provided by TPWD, **Interim Performance Reports on or before 30 September 2011, 2012;** and a **Final Report on or before 31 August 2013.** The Report 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 Pronatura, 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.

Funds must be directed to completing tasks outlined in Attachment A to qualify for reimbursement.

Pre-award expenses are reimbursable beginning October 15, 2010 to the extent they would be reimbursable if incurred after date of contract execution.

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.

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.

The Performing Entity may make adjustments up to **five percent (5%)** within cost categories without prior approval from TPWD, provided that the total reimbursable costs do not exceed total annual costs.

IV. AGREEMENT AMOUNT:

The total reimbursable amount of this Agreement shall not exceed: \$ 39,815.00 (Thirty Thousand Dollars) with a minimum match requirement of \$13,272 (Thirteen Thousand Two Hundred Seventy Two Dollars).

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 the 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 Entity.

\$7,963.00, which is twenty percent (20 %) of Federal Share funds, will be held until receipt and acceptance of annual/final report by TPWD.

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.

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

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 invoiced period. Backup documentation must be submitted for both the contract expenses incurred and the match amounts. A sample Invoice with match documentation is attached hereto as Attachment C.

The required match of 25% must be documented on each invoice. If Performing Entity fails to document the required match TPWD will reduce reimbursable amount to 75% until such match is provided. If Performing Entity 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.

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

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. CONTACT INFORMATION

<u>TPWD PI Name & Contact Info</u>	<u>TPWD Contract Point of Contact</u>
Craig Farquhar	Tammy Dunham
Endangered Species Grants Coordinator	Contract Specialist
Texas Parks and Wildlife Department	Texas Parks and Wildlife Department
4200 Smith School Road	4200 Smith School Road
Austin, Texas 78744	Austin, Texas 78744

512-389-4933 office	512-389-4752 office
512-389-8043 fax	512-389-4677 fax
craig.farquhar@tpwd.state.tx.us	tammy.dunham@tpwd.state.tx.us
<u>Pronatura PI Name & Contact Info</u>	<u>Pronatura Contract Point of Contact</u>
Claudia Macias Caballero	Claudia Macias Caballero
Pronatura Sur, A.C.	Pronatura Sur, A.C.
Calle Pedro Moreno No. 1 Barrio de Santa Lucía	Calle Pedro Moreno No. 1 Barrio de Santa Lucía
San Cristóbal de Las Casas, Chiapas	San Cristóbal de Las Casas, Chiapas
México	México
Tel: 52-967-678-5000	Tel: 52-967-678-5000
52 – 961 – 611 38 93	52 – 961 – 611 38 93
cmacias@pronatura-sur.org	cmacias@pronatura-sur.org

VIII. TERM OF AGREEMENT:

This Agreement is to begin Upon Signature by Both Parties, and shall terminate August 31, 2013

An extension to this Agreement may be granted with prior written approval by TPWD.

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.

IX. MISCELLANEOUS PROVISIONS:

Audit: Performing Entity understands that acceptance of funds under this Agreement 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 Entity 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 Entity shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Performing Entity and the requirement to cooperate is included in any subcontract it awards. In Agreements involving federal funds, the right to audit provision of the Agreement includes the right for the applicable federal agencies and the federal Office of Inspector General to audit.

Dispute Resolution: In accordance with Chapter 2261 of the Texas Government Code, the following Schedule of Remedies applies to this Agreement in the event of substandard performance or other failure to conform to the requirements of the Agreement or applicable law.

- (a) Reject the substandard performance and request corrections without charge to TPWD.
- (b) Issue a notice of substandard performance or other non-conforming act or omission.
- (c) Request and receive the return of any over payments or inappropriate payments.
- (d) Reject associated reimbursement requests and suspend payments, pending accepted revision of substandard performance or non-conformity. Note: Funds may be retained by TPWD for recovery of administrative costs or returned to funding source as authorized by agreements with the funding source and by state or federal law.
- (e) Suspend all or part of the Agreement, pending accepted revision of substandard performance or non-conformity.

- (f) Terminate the Agreement, and demand and receive return of all equipment purchased of contract funds, return of all unexpended funds, and repayment of expended funds.

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

Performing Entity shall carry on the Agreement Activities and adhere to the progress schedule during all disputes or disagreements with TPWD unless ordered to stop the Agreement Activities. No Agreement 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 Entity from liability for losses under this Agreement.

Other Law: Performing Entity shall give all notices and comply with all laws and regulations applicable to the Agreement and the grant of federal funds, including but not limited to 43 CFR 12, 2 CFR 215, 2 CFR 230, 40 CFR 34 (New Restrictions on Lobbying), OMB Circular A-133 and A-122, E.O.s 12549 and 12689, the National Environmental Policy Act, and Section 7 of the Endangered Species Act. As part of this Agreement, Performing Entity further agrees to comply with state and federal assurances attached hereto as Attachments D, respectively, and incorporated herein for all purposes.

Indemnification: PERFORMING ENTITY SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TPWD, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PERFORMING ENTITY OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PERFORMING ENTITY IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. PERFORMING ENTITY SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TPWD.

Assignment: The Performing Entity shall not assign or subcontract the whole or any part of the Agreement without TPWD's prior written consent.

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. Contractor 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, in 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

Entire Agreement; Modifications: The Agreement supersedes all prior agreements, written or oral, between Performing Entity and TPWD and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by TPWD and Performing Entity.

Venue and Governing Law: This Agreement shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Agreement shall be Travis County.

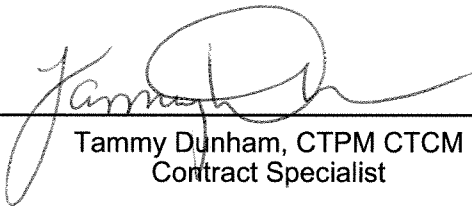
RECEIVING AGENCY

PERFORMING ENTITY

TEXAS PARKS AND WILDLIFE DEPARTMENT

PRONATURA SUR

By: _____


Tammy Dunham, CTPM CTCM
Contract Specialist

By: _____


Rosa Maria Vidal Rodriguez
Deputy Director

Date: _____

Title

12/1/10

Date: _____

Title

November 20th, 2010

ATTACHMENT A

Title: A protocol for increasing capture probability of Golden-cheeked Warblers at wintering sites

Need.

Golden-cheeked Warbler (*Dendroica chrysoparia*) population declines have been attributed to habitat loss throughout its range. In 1990, the species was emergency listed as federally endangered due to ongoing concerns over the loss of juniper-oak woodlands (*Juniperus-ashei* *Quercus* spp.) on the breeding grounds. More recently, The World Wildlife Fund listed its wintering habitat, Central American pine-oak forest (*Pinus Quercus* spp.), as critically endangered. The Golden-cheeked Warbler Recovery Plan outline lists the need to “determine optimum distribution of areas to be protected in winter range and migration corridor” as a recovery task needed to attain the objective of delisting this species (U.S. Fish and Wildlife Service 1992, task 1.311). An understanding of a species’ migratory connectivity, or how populations are geographically connected during different parts of their annual cycle, is integral to developing the optimal configuration of pine-oak forest habitat to protect for the warbler (Webster et al. 2002). Migratory connectivity patterns range from strong, where most individuals that breed near each other also overwinter together, to weak, where most individuals from a breeding population migrate to several different sites across the wintering grounds. Researchers have hypothesized that strongly connected populations may be more vulnerable to large-scale perturbations like habitat loss and climate change than weakly connected populations. Since strongly connected populations contain individuals from the same breeding area, there is less genetic variation for migratory behaviors, which could allow them to respond to perturbations and prevent population declines (Dolman and Sutherland 1994, Esler 2000, Marra et al. 2006, Jones et al. 2008).

Mark-recapture/resight techniques have not proven effective in furthering our knowledge of migratory connectivity for most species. Although the geographical areas and numbers of individuals marked are large most of the bird species are not and thus, the probability of recapturing or resighting an individual during a different part of its annual cycle is very low (Webster et al. 2002). Recent advances in stable isotope technology provide a mechanism for researchers to study migratory connectivity between breeding and wintering populations (Chamberlain et al. 1997, Hobson et al. 1997). Animals incorporate stable isotopes of elements like carbon and hydrogen into their tissues (feathers, bones, muscles, etc.) when they eat plants or other animals. Since stable isotopes vary in predictable ways geographically and ecologically, it is possible to determine where the tissue formed. Thus, researchers can take a feather that was molted on the breeding grounds, from a migratory bird on its wintering grounds, and analyze the feather’s isotopic signature to determine where the bird bred.

Researchers have operated mist-nets in pine-oak forest habitat at Cusuco National Park in Honduras since 2002 and Montecristo National Park in El Salvador since 2004. Each station has captured only one Golden-cheeked Warbler and both captures occurred in 2008. This low capture rate is likely a result of the field protocol. Researchers operate 16 nets for 2-3 days from November through March on a 20-ha study area, which yields 10-15 days, or approximately 2000 hours of mist-netting per season. The fact that they must place the nets in the same location each time also severely limits their ability to increase capture probability. Given these results, we need to develop a protocol to increase capture probability of the Golden-cheeked Warbler at wintering sites before a costly, large-scale study is implemented. We propose to implement a pilot study at two wintering sites in Chiapas, México. Researchers working with Pronatura Sur have studied mixed-species

foraging flocks containing Golden-cheeked Warblers for 12 years (Vidal et al. 1994). During this time, we have followed the movement patterns of numerous mixed-species flocks containing Golden-cheeked Warblers and have made detailed observations of their behavioral and foraging patterns that allow us to make informed decisions about optimal net height and placement to facilitate capture of them at wintering sites. For example, we have observed Golden-cheeked Warblers foraging in the same trees year after year. Also, we have observed that Golden-cheeked Warblers not only forage in the forest canopy, but also in areas with regenerating oak saplings approximately 1-2 m off the ground. Careful study of optimal net height, placement, and hours needed to increase capture probability of this species at winter sites will help determine feasibility of implementing a large-scale study to examine migratory connectivity and overwinter survival for this species. The Natural and Cultural Resources Management Branch on Fort Hood Military Reservation has initiated the process with the USGS Bird Banding Laboratory to modify its permit to include Mexican researchers as sub-permittees for this proposed work (applying USGS aluminum band and a unique combination of color bands, and collection of toe nail and feather samples).

Objective. Develop a mist-netting protocol to increase capture probability of Golden-cheeked Warbler at wintering sites to further knowledge about migration patterns.

Expected Results or Benefits.

- Develop a mist-netting protocol to increase capture probability of the Golden-cheeked Warbler at wintering sites.
- Further knowledge of Golden-cheeked Warbler migration patterns to assist in determination of optimal distribution of sites to protect across the warbler's winter range (The Golden-cheeked Warbler Recovery Plan, U.S. Fish and Wildlife Service 1992, task 1.311).
- Further efforts to study and protect the Golden-cheeked Warbler along its distributional range and to promote capacity building in the conservation and management of temperate forests in the region as outlined in the objectives of the "Alliance for the conservation of Central American pine-oak forest and its birds".
- Determine probability of resighting marked individuals at wintering sites to assess feasibility of implementing a large-scale mark/resight study to examine overwinter survival and formulate questions about how factors like age, sex, body condition, weather, and habitat characteristics affect this species' survival.
- Train researchers studying the Golden-cheeked Warbler across its winter range in techniques to increase capture probability and to age and sex Golden-cheeked Warblers during the non-breeding season.
- Field test a guide to ageing and sexing Golden-cheeked Warblers at wintering sites, which was developed by a researcher working with the species at a breeding site and that researchers from Pronatura Sur translated into Spanish.

Approach.

Task 1. November 2010-February 2011 Researchers will operate at least 12, 12 m mist nets an average of 4 days per week alternating between 2 sites in Chiapas, México. Researchers will vary net height, placement, and hours of operation as needed to increase capture probability. For any individual Golden-cheeked warbler captured, researchers will apply a USGS aluminum band, a unique combination of color bands, and sample tissue (pull two tail feathers and two breast feathers or clip a toe nail) for stable isotope material. After release, a researcher will follow the flock using protocol developed during a winter distribution study to assess feasibility of implementing a large-scale mark/resight study to examine overwinter survival. Researchers will field test a guide to ageing and sexing Golden-cheeked Warblers during the non-breeding season.

Task 2. October 2011-February 2012 Researchers will operate at least 12, 12 m mist nets an average of 4 days per week alternating between 2 sites in Chiapas, México. Researchers will vary net height, placement, and hours of operation as needed to increase capture probability. For any individual Golden-cheeked warbler captured, researchers will apply a USGS aluminum band, a unique combination of color bands, and sample tissue (pull two tail feathers and two breast feathers or clip a toe nail) for stable isotope material. After release, a researcher will follow the flock using protocol developed during a winter distribution study to assess feasibility of implementing a large-scale mark/resight study to examine overwinter survival. Researchers will field test a guide to ageing and sexing Golden-cheeked Warblers during the non-breeding season. Pronatura Sur will train researchers studying the Golden-cheeked Warbler across its winter range in techniques to increase capture probability and to age and sex Golden-cheeked Warblers during the non-breeding season.

Task 3. March 2012 researchers studying Golden-cheeked Warblers at wintering sites will visit a breeding site for further training in extracting birds from mist nets and applying USGS aluminum bands, a unique combination of color bands, and tissue sampling.

Task 4. October 2012-February 2013 Researchers will operate at least 12, 12 m mist nets an average of 4 days per week alternating between 2 sites in Chiapas, México. Researchers will vary net height, placement, and hours of operation as needed to increase capture probability. For any individual Golden-cheeked warbler captured, researchers will apply a USGS aluminum band, a unique combination of color bands, and sample tissue (pull two tail feathers and two breast feathers or clip a toe nail) for stable isotope material. After release, a researcher will follow the flock using protocol developed during a winter distribution study to assess feasibility of implementing a large-scale mark/resight study to examine overwinter survival. Researchers will field test a guide to ageing and sexing Golden-cheeked Warblers during the non-breeding season. Pronatura Sur will train researchers studying the Golden-cheeked Warbler across its winter range in techniques to increase capture probability and to age and sex Golden-cheeked Warblers during the non-breeding season. Pronatura Sur will develop and disseminate to other researchers working with the species at wintering sites an electronic copy of a protocol to increase capture probability of the warbler at wintering sites.

Location. Brief description of where the work will be done, including any pertinent geographical data (e.g., county, township, municipality, state, country). It might be helpful to provide a map of location, as an Attachment.

Huitepec
San Cristóbal de Las Casas y San Juan Chamula.
State: Chiapas
Country: México

This study will be conducted at two sites in the highlands of Chiapas, México where Golden-cheeked Warblers have been observed for 12 years. Both sites are ecological reserves managed by Pronatura Sur through partnerships with local communities. Although both sites contain pine-oak forest, Moxviquil is considered dry forest and averages 12 m in height while Huitepec contains both humid and cloud forest and averages 20 m in height.

Project Personnel.

Claudia Macias Caballero, Principal Investigator
Pronatura Sur, A.C.

Calle Pedro Moreno No. 1 Barrio de Santa Lucía
San Cristóbal de Las Casas, Chiapas, México
Tel: 52-967-678-5000, 52 – 961 – 611 38 93
cmacias@pronatura-sur.org

Efraín Castillejos Castellanos, Eric Hernández y Javier Gómez, Field Biologists
Pronatura Sur, A.C.

Calle Pedro Moreno No. 1 Barrio de Santa Lucía
San Cristóbal de Las Casas, Chiapas, México
Tel: 52-967-678-5000, 52 – 961 – 611 38 93
efrain@pronatura-sur.org, ericmolina@pronatura-sur.org, javiergo@pronatura-sur.org

Rebecca Peak, Co-Investigator
Natural and Cultural Resources Management Branch
Rod and Gun Club Loop
Building 1939
Fort Hood, Texas 76544
Office 254.287.2885
Mobile 254.563.6944
Fax 254.288.5039
rebecca.peak@us.army.mil

Estimated Cost:

Description	Federal	Match	Total
FY2010			
Personnel			
Principal Investigator (Claudia Macias Caballero) 1100.00 per month, 4 months per year	3,300.00	1,100.00	4,400.00
Field Ornithologist (Efraín Castillejos Castellanos, Eric Hernández) 1000.00 per month, 3 months per year	4,500.00	1,500.00	6,000.00
Field Technician (Javier Gómez) 600.00 per month, 3months per year	1,350.00	450.00	1,800.00
Travel			
Meals 8.12 per day, 30 days a year, 2 people	370.00	117.35	487.35
Lodging 13.33 per day, 30 days per year, 1 person	300.00	100.00	400.00
Gas, oil, vehicle maintenance, 1 vehicle per year	500.00	100.00	600.00
Equipment			
24 mm mesh, 12 m length, 2.6 m height, 76.00 per net, 16 nets	912.00	304.00	1,216.00
GPS unit (3), 250.00	0.00	750.00	750.00
Bird bags 5.77 per bag, 25 bags	86.50	57.70	144.20
Banding pliers, 75.00 each, 3 pairs	150.00	75.00	225.00
Leg band remover, 25.00 each, 3 pairs	0.00	75.00	75.00
Wing rule, 10.00 each, 3 rulers	0.00	30.00	30.00
Backpacks, 40.00 each, 1 per person, 3 people	0.00	120.00	120.00
Swiss Army Knife, 12.00 1 per person, 3 people	0.00	36.00	36.00
Clipboard, 7.50 each, 1 per person, 3 people	0.00	22.50	22.50
Identification Guide for North American Passerines, 60.00 each, 1 per project	0.00	60.00	60.00
Rope, 20.00 per pack, 5 packs	60.00	40.00	100.00
Flagging tape, 1.30, 12 rolls	16.50	0.00	16.50
Supplies			
Data sheets, writing utensils	55.00	45.00	100.00
Machete, 38.55 each, 1 per person, 3 people	0.00	115.65	115.65
Spring scales, 4, 37.15 each	0.00	148.60	148.60
Rite in rain notebook, 17.00 each, 1 notebook	17.00	0.00	17.00
Indirect charges (12%)	1,394.04	0.00	1,394.04
Total FY2010	13,011.04	5,246.80	18,257.84

FY2011			
Personnel			
Principal Investigator (Claudia Macias Caballero) 1100.00 per month, 4 months per year	3,300.00	1,100.00	4,400.00
Field Ornithologist (Efraín Castillejos Castellanos, Eric Hernández) 1000.00 per month, 3 months per year	4,500.00	1,500.00	6,000.00
Field Technician (Javier Gómez) 600.00 per month, 3months per year	1,350.00	450.00	1,800.00
Travel			
Meals 12.00 per day, 30 days a year, 2 people	540.00	180.00	720.00
Lodging 15.00 per day, 30 days per year, 1 person	337.50	112.50	450.00
Gas, oil, vehicle maintenance, 1 vehicle per year	750.00	250.00	1,000.00
Supplies			
Data sheets, writing utensils	55.00	45.00	100.00
Indirect charges (12%)	1,299.90	0.00	1,299.90
Total FY2011	12,132.40	3,637.50	15,769.90
FY2012			
Personnel			
Principal Investigator (Claudia Macias Caballero) 1100.00 per month, 4 months per year	3,300.00	1,100.00	4,400.00
Field Ornithologist (Efraín Castillejos Castellanos, Eric Hernández) 1200.00 per month, 3 months per year	4,500.00	1,500.00	6,000.00
Field Technician (Javier Gómez) 600.00 per month, 3months per year	1,350.00	450.00	1,800.00
Travel			
Meals 12.00 per day, 30 days a year, 2 people	540.00	180.00	720.00
Lodging 15.00 per day, 30 days per year, 1 person	337.50	112.50	450.00
Gas, oil, vehicle maintenance, 1 vehicle per year	750.00	250.00	1,000.00
Travel for training in United States, 1500.00 per person, 2 people	2,250.00	750.00	3,000.00
Supplies			
Data sheets, writing utensils	55.00	45.00	100.00
Rite in rain notebook, 17.00 per notebook, 1 notebook	17.00	0.00	17.00
Indirect charges (12%)	1,571.94	0.00	1,571.94
Total FY2012	14,671.44	4,387.50	19,058.94
GRAND TOTAL	39,814.88	13,271.80	53,086.68
Percentages	75.0	25.0	100

Literature Cited.

- Chamberlain, C.P., J.D. Blum, R.T. Holmes, X. Feng, T.W. Sherry, and G.R. Graves. 1997. The use of isotope tracers for identifying populations of migratory birds. *Oecologia* 109: 132-141.
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- Esler, D. 2000. Applying metapopulation theory to conservation of migratory birds. *Conservation Biology* 14:366-372.
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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.

Attachment C

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

I, 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), (d), (e) and (f).

B. 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)

Calle Pedro Moreno No. 1. Barrio de Santa Lucia
San Cristobal de Las Casas, Chiapas. 29000 Mexico

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 II. (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

Rosa Maria Vidal Rodriguez. Deputy Director
TYPED NAME AND TITLE

November 20th, 2010
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.

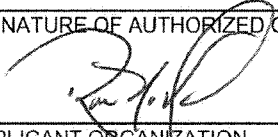
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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 Deputy Director
APPLICANT ORGANIZATION Pronatura Sur, A.C.		DATE SUBMITTED November, 20th 2010