

Contract Number 403892
CFDA Number 15.615

THE STATE OF TEXAS

INTERAGENCY COOPERATION CONTRACT

COUNTY OF TRAVIS

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: Tarleton State University (Tarleton)

II. STATEMENT OF SERVICES TO BE PERFORMED:

Tarleton shall conduct the project entitled "Status Survey for the Texas Kangaroo Rat (*Dipodomys elator*)" as per proposal attached hereto as Attachment A and incorporated herein for all purposes. The objective of this study is to assess demographic data from known populations of the Texas kangaroo rat (*Dipodomys elator*) to determine their conservation status and burrow ecology over two years.

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 Tarleton, and will be presented to TPWD in an electronic format determined by TPWD upon request, and not later than expiration date of this contract. 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 Tarleton or Tarleton employees, subcontractors, or subcontractor's employees during the course of performing the Work, Tarleton 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. Tarleton 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 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.

Tarleton 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 28 February 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 Tarleton, 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 Five Percent (5%) 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 total reimbursable amount of this Contract shall not exceed: \$73,441.00 (Seventy Three Thousand Four Hundred Forty One Dollars) with a minimum match requirement of \$40,957 (Forty Thousand Nine Hundred Fifty Seven 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 \$14,688.20, 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 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 Agency fails to document the required match TPWD will reduce reimbursable amount to 75% until such match is provided. 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.

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 and upon termination of contract. Invoices not received within this time frame may not be paid.

VII. CONTRACT ADMINISTRATION:

TPWD Project Coordinator	TPWD Contract Contact
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>TARLETON Project Coordinator</u>	<u>Tarleton Contract Point of Contact</u>
Dr. Allan Nelson	Kara Watson
Associate Professor Biological Sciences	Grant and Contract Administrator
Tarleton State University	Tarleton State University
Department of Biological Sciences	Business Services
Box T-0100	Box T-0120
Stephenville, Texas 76402	Stephenville, TX 76402
254-968-9158 nelson@tarleton.edu	254-968-1885 kwatson@tarleton.edu

VII. TERM OF CONTRACT:

This Contract is to begin Upon signature by both parties, and
shall terminate 28 February 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://fm.x.cpa.state.tx.us/fmx/spa/classclosed/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. 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

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

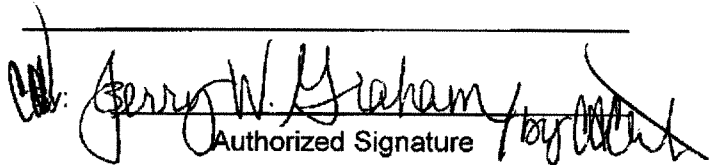
TEXAS PARKS AND WILDLIFE
DEPARTMENT

TARLETON STATE UNIVERSITY

By:



Michelle R. Croft, CTPM CTCM
Director of Purchasing and Contracting


Authorized Signature

Jerry W. Graham, V.P. for Finance & Admin.

Title

Date:

11/15/2010

Date:

11-12-10

Attachment A

Status Survey for the Texas Kangaroo Rat (*Dipodomys elator*)

Need.

The Texas Kangaroo Rat, *Dipodomys elator*, was first described as a separate species of kangaroo rat over 100 years ago (Merriam 1894). *Dipodomys elator* is unusual in that the habitat in which it is found is not typical among kangaroo rats. *Dipodomys elator* seems to prefer soils with high clay content which support overgrazed or short grasses (Dalquest and Collier 1964, Roberts and Packard 1973, Dalquest and Horner 1984, Stangl et al. 1992, Schmidly 2004, Goetze et al. 2007) and has rarely been recorded in locations with dense vegetation. In addition, *D. elator* has a distinctive dental morphology that has led previous researchers to suggest that *D. elator* may represent a separate lineage deserving recognition at the genus level (e.g., Dalquest et al. 1992). Alternatively, based on molecular data it and *D. philipsii* are putative sister species that comprise a unique lineage within the genus (Johnson and Selander 1971; Mantooth et al. 2000).

Historically *D. elator* was known sporadically from an approximate area of 2.7 million ha within Comanche and Cotton counties, Oklahoma and Cottle, Clay, Childress, Hardeman, Wilbarger, Archer, Baylor, Foard, Montague, Motley, Wichita, and Coryell counties, Texas. However, the single specimen collected in 1953 from Coryell County, Texas was likely misidentified (Carter et al. 1985, Jones et al. 1988, Martin 2002). The historic range of *D. elator* spanned across the convergence of two physiographic regions, the Rolling Plains to the west, and the West Cross Timbers to the east. As a result of overgrazing, mesquite (*Prosopis glandulosa*), and other disturbance-related grasses and forbs have increased in abundance across the Rolling Plains and habitat modification such as conversion of pastureland to monoculture has resulted in extensive fragmentation of Texas kangaroo rat habitat (Diamond and Shaw 1990). From 1996-2000, Martin (2002) surveyed the entire historic range of *D. elator* and found this species in only five counties in Texas: Archer, Childress, Hardeman, Motley, and Wichita, a combined area of 1,025,868 ha. He did not find *D. elator* in Oklahoma (Martin 2002). This concurs with other researchers who have been unable to locate any populations of *D. elator* in Oklahoma (Jones et al. 1988, Moss and Mehlhop-Cifelli 1990).

The apparent decline in *D. elator* has led to the International Union for Conservation of Nature (IUCN) listing *D. elator* as vulnerable on their Red List of Threatened Species in 1996. The IUCN cited habitat degradation and loss resulting from expanding agricultural and infrastructural development as the major threats to the continued existence of this species (Hafner 1996). Federally, *D. elator* was listed as a Category 2 candidate species under the Endangered Species Act of 1973 (Martin 2002). Category 2 candidates were formerly considered species of concern for the United States Fish and Wildlife Service (USFWS), and endangered or threatened status was possibly warranted. However, insufficient data existed to justify an elevated listing (USFWS 1996). In Texas, *D. elator* is listed as a threatened species by the Texas Parks and Wildlife Department (TPWD) (Martin 2002, Schmidly 2004). Reasons for *D. elator* being listed as a threatened species by the TPWD are based on scarcity of this species and the small geographic range from which it is known (Stangl and Schafer 1990).

While a relatively large number of studies have examined aspects of ecology (Dalquest and Collier 1964, Roberts and Packard 1973, Stangl and Schafer 1990, Jones et al. 1988, Diamond and Shaw 1990, Moss and Mehlhop-Cifelli 1990, Stangl et al. 1992, Martin 2002, Goetze et al. 2007; Goetze et al. 2008; Nelson et al. 2009) and systematics (Merriam 1894, Johnson and Selander 1971, Hamilton et al. 1987, Dalquest et al. 1992, Mantooth et al. 2000), there have been no published investigations that examined historical populations using a combination of trapping and current ecological knowledge of burrows (Goetze et al. 2007; Nelson et al. 2009) to determine population numbers and size so that conservation status can be assessed. In an unpublished report, Martin (2002) provides evidence from driving surveys but, based on

our work in Wichita County using burrow trapping methods, these estimates are extremely inaccurate (Goetze et al. 2008; Nelson et al. (2009). However, Martin (2002) did create a database of historical localities for Texas kangaroo rats that needs to be examined to assess how many populations still persist. Therefore, we propose using Martin's (2002) database of coordinates for historical populations as a guide to assess sites and inventory active Texas kangaroo populations. Using burrow trapping techniques over a two year period, we will estimate numbers from as many of these populations as possible. In addition to conducting a status survey at localities from throughout the range of the Texas kangaroo rat, we will collect vegetation data from all burrow sites from which Texas kangaroo rats are captured.

Objective.

Assess demographic data from known populations of the Texas kangaroo rat (*Dipodomys elator*) to determine their conservation status and burrow ecology over two years.

Expected Results and Benefits.

This investigation will provide the first accurate count of existing populations for this state-threatened species. This type of data is critical for USFWS to make decisions about how they categorize this species for protective status. If viable populations are low in number, translocations from larger populations to protected natural areas could serve as a possible management strategy. We plan to trap in most of the historic locations known for the species (Martin, 2002) and thus should be able to provide data regarding the existence of these populations. This type of population inventory will also provide critical data to USFWS so that the status of the Texas kangaroo rat can be more accurately evaluated.

For example, based on preliminary trapping data in Copper Breaks State Park, a historical locality, the Texas kangaroo rat no longer occurs in the park (Goetze et al unpublished data). Based on our ecological data of a relatively large population in Wichita County (Goetze et al. 2007; Nelson et al. 2009), most habitat in the park is unsuitable because of tall and dense vegetation. However, we have captured two animals less than two km from the park adjacent to a disturbed roadside passing through moderately grazed pastureland. If funded, we plan to find additional individuals from historical populations and examine their burrow ecology.

We will also be able to provide data from new localities on private land in Wichita County. We have trapped in a number of new localities in Wichita County in order to obtain ear plugs used in genetic analyses of populations within the county (Pfau, Nelson and Goetze, unpublished data). We will provide coordinate data, population estimates, and ecological data for these new sites in addition to surveying those reported by Martin (2002).

Approach.

At sites reported by Martin (2002), that are accessible (roadsides, private land where we can secure permission, or parks, for example), we will survey the study site for burrows of the Texas kangaroo rat by walking over the area where historical trapping occurred. Burrows possibly belonging to *D. elator* will be identified based on diameter and orientation of entrance/exit hole (see Fig. 3 in Stangl et al. 1992). Stasey (2005) noted a significant difference between size of burrow entrance and angle of entry to the burrow between *D. elator* and other rodents of similar size. Distinct trails and dust-bathing areas often lead away from these burrows and these runways sometimes connected to other distant burrows (Goetze et al. 2007, 2008). The specific location of each burrow will be recorded in decimal degrees using a Garmin GPS-12 unit.

A geo-referenced base map will be produced with a *Manifold 5.0* (Manifold System Ltd, 2003) GIS system using a 1-m resolution, digital orthophoto quadrangle obtained from *IntraSearch*, Denver, Colorado. Spatial and habitat data will be entered into data tables and imported onto the base map as layers.

Trapping to test for burrow residence will be conducted by placing three 7.5 x 8.8 x 30 cm Sherman Live Traps within 0.10 to 0.50 m of each burrow entrance, with the open end of each trap facing the entrance (Cross & Waser 2000). Traps will be baited with dry oatmeal each evening and checked each morning. Animals may be marked with Nyanzol-D (Magle et al. 2007) so that recapture rates can be determined.

Once active burrows are located, vegetation will be sampled during May to allow direct comparisons of this investigation to previous ecological studies (Goetze et al. 2007; Nelson et al. 2009). A 1-m² quadrat will be placed directly over burrows where *D. elator* was captured. Within each quadrat, vegetative richness will be recorded as total number of species present. Percentage coverage of grass, forbs, bare ground, woody vegetation, and rocks or stumps within each quadrat will be recorded, as will average herbaceous vegetation height (obtained by averaging the height of the herbaceous vegetation 15 cm interior to each corner of the quadrat). If woody vegetation is present, its height will also be recorded. Specimens of the dominant herbaceous and woody plants will be collected and placed in a plant press. These vegetation vouchers will be deposited in the herbarium of Tarleton State University (TAC).

Ordinal vegetation percentage data between quadrats will be compared with the Wilcoxon Mann-Whitney test or Kruskal-Wallis (SPSS, Inc. 2005). A paired *t*-test will be used to compare vegetational height. Herbaceous height and percentages of grasses, forbs, bare ground, woody, and other categories will be evaluated for statistically significant ($P < 0.05$) differences.

Timeline:

Task 1. Travel to Wichita and Hardeman counties to establish base camps for trapping throughout the range of the Texas kangaroo rat. At a minimum, trap two weeks in December, one week in March, and three weeks in May.

Task 2. Analyze inventory data and ecological data gathered in May from active populations

Task 3. Repeat task one and two for a second year.

Task 4. Prepare reports and publications and presentations at professional meetings.

Location.

Multiple localities in Hardeman, Montague, Wilbarger, and Wichita County listed by Martin (2002).

Personnel.

Dr. Allan Nelson
Associate Professor Biological Sciences
Tarleton State University
Department of Biological Sciences
Box T-0100
Stephenville, Texas 76402
254-968-9158 nelson@tarleton.edu

Dr. Jim Goetze
Adjunct Graduate Faculty Tarleton State University
Instructor of Biology
Laredo Community College
Department of Science
Laredo, Texas 78040
956-721-5201 jgoetze@LAREDO.EDU
Estimated Cost.

Description	Federal	Match	Total
Year 1.			
a. Personnel:			
Undergraduate student			
162.50 hours at \$8 per hour	1300.00	0	1300.00
Faculty Salaries			
Dr. Allan Nelson	12,468.50	4979.00	17,447.50
10 weeks x 50hrs=500hrs, 17,448/500= \$34.90/hr.			
b. Travel			
Travel for fieldwork			
Copper Breaks State Park (Quanah, TX)			
Mileage (.50) (3 trips each 404.4 miles)	606.60	0	606.60
Lodging (85/night) (3 wks for 3 people)	0	5355.00	5355.00
Meals (36/day) (3 wks for 3 people)	2268.00	0	2268.00
Consultant Travel (.50)			
Mileage Laredo to Stephenville			
(3 trips each 714.4 miles)	1071.60	0	1071.60
c. Equipment			
Sherman traps (200 at \$25 each)	3500.00	1500.00	5000.00
d. Supplies			
Herbarium Supplies			
Plant presses, paper, glue For voucher specimens in ecological analyses.	0	500.00	500.00
Two Magellan GPS units	0	600.00	600.00
Dye, bait, flagging tape	200.00	0	200.00
e. Contractual			
Dr. Jim Goetze (consultant)			
6 weeks x 50hrs=300hrs, 10,469/300= \$34.90/hr.	10,468.50	0	10,468.50
f. Fringe benefits			
Dr. Allan Nelson (10 weeks)	0	6417.48	6417.48
g. Indirect Charges			
(15% of federal share of 31,883.20)	4782.48	0	4782.48
h. Other	0	0	0
i. Total Cost Year 1	36,665.68	19,351.48	56,017.16

Year 2			
a. Personnel:			
Student (150 hours at \$8 per hour)	1200.00	0	1200.00
Faculty Salaries			
Dr. Allan Nelson (10 weeks x 50hrs=500hrs, 17,448/500=\$34.90/hr.)	12,968.50	4479.00	17,447.50
b. Travel			
Copper Breaks State Park (Quanah, TX)			
Mileage (.50) (3 trips each 404.4 miles)	606.60	0	606.60
Lodging (85/night) (3 wks for 3 people)	0	5355.00	5355.00
Meals (36/day) (3 wks for 3 people)	2268.00	0	2268.00
Iowa Park			
Mileage (.50) (3 trips each 285 miles)	427.50	0	427.50
Lodging (85/night) (3 wks for 3 people)	0	5355.00	5355.00
Meals (36/day) (3 wks for 3 people)	2268.00	0	2268.00
Consultant Travel (.50)			
Mileage Laredo to Stephenville (3 trips each 714.4 mile)	1071.60	0	1071.60
Travel to present at professional meeting	500.00	0	500.00
c. Equipment	0	0	0
d. Supplies (dye, etc. to mark rats)	200.00	0	200.00
e. Contractual			
Dr. Jim Goetze (consultant)			
6 weeks x 50hrs=300hrs, 10,469/300= \$34.90/hr.	10,468.50	0	10,468.50
f. Fringe benefits			
Dr. Allan Nelson (10 weeks)	0	6417.48	6417.48
g. Indirect Charges			
(15% of federal share of 31,978.70)	4796.81	0	4796.81
h. Other	0	0	0
i. Total Cost Year 2	36,775.51	21,606.48	58,381.99
GRAND TOTAL (2 Years)	\$73,441.19	\$40,957.96	\$114,399.15
Percentages (%)	64.2	35.8	100

Literature Cited.

- Carter, D. C., W. D. Webster, J. K. Jones JR., C. Jones, and R. D. Suttkus. 1985. *Dipodomys elator*. American Society of Mammalogists, Mammalian Species 232:1-3.
- Cross, C. L. & P. M. Waser. 2000. Estimating population size in the banner-tailed kangaroo rat. *Southwestern Nat.*, 45:176-183.
- Dalquest, W. W., and G. Collier. 1964. Notes on *Dipodomys elator*, a rare kangaroo rat. *Southwestern Naturalist* 9:146-150.
- Dalquest, W. W., and N. V. Horner. 1984. Mammals of north-central Texas. Midwestern State University Press, Wichita Falls, Texas.
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- Diamond, D. D., and D. M. Shaw. 1990. GIS and remote sensing for Texas kangaroo rat habitat characterization. Project E-1-2. Unpublished report prepared for the Texas Parks and Wildlife, Austin, Texas.
- Goetze, J. R., W. C. Stasey, A. D. Nelson, and P. D. Sudman. 2007. Mapping burrows of Texas kangaroo rats to examine soil types, vegetation, and estimate population size on an intensely grazed pasture in Wichita County, Texas. *Texas Journal of Science* 59: 11-22.
- Goetze, J. R., A. D. Nelson, and C. Stasey. 2008. Notes on behavior of the Texas kangaroo rat (*Dipodomys elator*). *Texas Journal of Science* 60: 309-316.
- Hafner, D. J. 1996. *Dipodomys elator*. In: IUCN 2004. *2004 IUCN Red List of Threatened Species*. www.redlist.org (Accessed 19 March 2005).
- Hamilton, M. J., R. K. Chesser, and T. L. Best. 1987. Genetic variation in the Texas kangaroo rat, *Dipodomys elator* Merriam. *Journal of Mammalogy* 68: 775-781.
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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.

Attachment C

Sample Invoice with Match (on vendor letterhead)

ADDRESS:

Send to the address of the contact

Invoice Date: MM/DD/YY

person 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.

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

Jerry W. Graham
V.P. for Finance & Administration

APPLICANT ORGANIZATION

DATE SUBMITTED

Tarleton State University

11-12-10