



# LOUISIANA DEPARTMENT OF WILDLIFE & FISHERIES

## NOTICE OF FEDERAL SUB-AWARD & GRANT AGREEMENT



### Subaward Information

Project Name: OCURRENCE OF WESTERN CHICKEN TURTLE

Project Summary: Address survey needs for the Western Chicken Turtle in Louisiana as laid out by the State Wildlife Action Plan (SWAP).

#### Louisiana Dept. of Wildlife and Fisheries:

Primary Contact: Sarabeth Klueh-Mundy  
Phone: 225-765-0239  
Email: sklueh-mundy@wlf.la.gov

#### Subgrantee:

Primary Contact: Cory Unruh  
Phone: \_\_\_\_\_  
Email: cmu0005@auburn.edu

Risk Assessment     Low     Medium     High *(Completed annually and subject to change)*

Is this award pertaining to R&D:  Yes  No

Subaward Period of Performance: 02/01/2023-09/30/2023

Federal Share of Project Cost: \$ 156,436.00 (75 %)

Matching Share of Project Cost: \$ 95,393 (25 %)

**Total Award Committed : \$ 251,829.00**

Will the Subrecipient provide all or part of the match share?  Yes  No

If yes, enter the Subrecipient responsibility: \$ 34,151.00

### Subrecipient Information

Subrecipient Name: Auburn University *(must match registered UEI name)*

Subrecipient UEI Number: S2Y7SMVZ1R96

Indirect Cost Rate (F&A): \_\_\_\_\_

NICRA or F&A Reduction Waiver on file?  Yes  No

**Federal Award Information**Awarding Agency: U.S. Fish and Wildlife Service- SWG fundsPass through Agency: Louisiana Department of Wildlife and FisheriesCFDA#: 15.634 Award ID Number (FAIN): F19AF00944Award Start Date: 8/1/2019Period of Performance: 8/1/2019 - 9/30/2023Subaward Budget Period Start and End Date: 01/01/2019 - 09/30/2023Federal Share Obligated to the Subrecipient: \$ 49,385.30**Subaward Agreement Terms****Disbursement of fund will be as follows:**

This agreement is cost-reimbursable. Payment will be made upon receipt and acceptance of invoices and supporting documentation requesting reimbursement for actual expenditures *specific to this Subaward*. Total reimbursement will not exceed \$ 49,385.30 during the Subaward period.

**Terms and Conditions**

In accepting these funds, it is understood that:

1. Expenditures must comply with appropriate state and/or federal regulations.
2. This award is subject to the availability of appropriate funds.
3. Recipient of these funds agrees to stipulations listed in Sections A, B, and C of this Subaward award.

## Section A

### Assurances

As a condition of receiving federal funds Subawarded through the Louisiana Department of Wildlife and Fisheries (LDWF), the Subrecipient agrees to the federal statement of assurances (**Appendix A**).

By accepting funds under this grant, the Subrecipient agrees to comply with the terms and conditions of this Subaward Agreement, and the terms and conditions of all references and attachments that are applicable to the Subaward. References to the 2 CFR 200 'Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards' can be found using the following link: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

Additionally, the Subrecipient agrees to the following conditions:

- A. Subaward funds shall not be used for anything other than the awarded purpose outlined in Section B. In the event that payment is rendered and it is discovered that an expenditure does not comply with this condition, the portion not in compliance must be refunded to LDWF.
- B. Reimbursement requests shall only include expenditures approved in Section C. Without prior written approval from LDWF or a Subaward amendment, no additional expenditures will be reimbursed.
- C. The transfer of funds between budgeted categories without written prior approval from LDWF is not allowed. Requests to revise approved budgeted amounts must be made in writing and provide sufficient justification.
- D. Recipients of Subawards are required to maintain accounting records. 'Subaward Accounting Records' include all original supporting documents used to substantiate the expenditure and reimbursement of funds awarded under this Subaward. Such records shall be maintained in accordance with the following:
  - i. Records may be destroyed by the Subrecipient five (5) calendar years after the final financial and narrative reports have been submitted to LDWF.
  - ii. If audit issues arise, all records shall be kept indefinitely until the issues are resolved.
- E. This Agreement may be terminated for the convenience of either party upon thirty (30) days written notice from the terminating party to the other parties. In the event of termination of this Agreement for the convenience of LDWF, the Subrecipient shall be entitled to receive just and equitable compensation for all costs incurred, for non-cancelable commitments, and for satisfactory work completed. In the event of termination for the convenience of the Subrecipient, LDWF shall be entitled to be reimbursed for all funds previously disbursed to the Subrecipient, except those that are non-cancelable commitments.
- F. If, in the determination of LDWF, the Subrecipient fails to fulfill in a timely and proper manner its obligations under this Subaward Agreement or violates any of the covenants, agreements, or stipulations of this Subaward Agreement, LDWF shall thereupon have the right to terminate this Subaward Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such case LDWF shall be entitled to reimbursement by the Subrecipient for any project funds received pursuant to this Subaward Agreement.
- G. For construction projects, Subrecipient shall file a deed restriction with the parish Clerk of Court wherein the real property is located indicating that the project property is subject to the terms of this agreement for a minimum of N/A years from the completion of construction.
- H. Additional Subaward Specific Terms and Requirements, Appendix C.
- I. Federal Award Letter Special Terms and Requirements, Appendix N/A.

## **SECTION B**

### *Description of services, scope of work, deliverables and monitoring*

#### **1. Scope of Services**

Contractor hereby agrees to furnish the following services:

1. Determine current occurrence and distribution of the Western Chicken Turtle, Tiger Salamander, and Southern Crawfish Frog, in Louisiana by the end of September 2023.
2. Demonstrate the use of environmental DNA (eDNA) as a monitoring tool for Western Chicken Turtle, Tiger Salamander, and Southern Crawfish Frog.
3. Provide 1 updated current distribution model for the Western Chicken Turtle in Louisiana, by the end of September 2023.
4. Identify potentially suitable habitat for the Western Chicken Turtle through species distribution modeling and quantify anthropogenic threats to available habitat.
5. Complete project as outlined in the amended project narrative approved by the USFWS (attached as appendix B). Any change in approach or scope of services must be communicated to the LDWF State Wildlife Grants Coordinator prior to change.
6. Contractor must receive specific written pre-approval from SWG Coordinator for any equipment purchases totaling \$1,000, or more, per item, plus any items necessary to make item usable for the purpose for which it is required, if item was not specifically listed in the original budget narrative of the proposal. No equipment purchases may be made with less than 3 months left on the contract unless specific written approval is given by the SWG Coordinator.
7. Contractor must receive specific written pre-approval for a cumulative supply purchase of \$1,000, or more, if less than 3 months is left on the contract.
8. If contractor submits the results of this research as a manuscript to a peer-reviewed journal, LDWF staff must be given the opportunity to review prior to publication.
9. In all relevant publications and presentations, LDWF and United States Fish and Wildlife Service (USFWS) will be acknowledged for providing partial funding for the research through the State Wildlife Grant Program. The federal award number must be listed and copies of all such publications will be provided to the SWG Coordinator.
10. Contractor will provide a presentation of the results of this contract to LDWF at a time and location convenient for both parties.

#### **2. Timeline**

This subaward will begin on February 1, 2023 and will end on September 30, 2023.

#### **3. Reporting & Monitoring Requirements**

Scope of services shall be completed within the Subaward period and in compliance with the Subaward and all appendices. The LDWF State Wildlife Grants Coordinator will be responsible for monitoring the performance of the Subrecipient, including any potential problems or deviations from the scope of services, via:

1. Telephone, electronic mail, meeting and/or written correspondence; and
2. Evaluation of the written quarterly and final reports to ensure that:
  - a. All of the contract scope of services have been completed in a reasonable and satisfactory manner, and in relation to costs;
  - b. Reports are clear and concise.
3. Reports will outline work completed during the reporting period, analysis of results, problems encountered, solutions to the problems encountered, and progress towards completing each objective;
4. Prompt submittal of invoices, associated supporting documents (if applicable), and progress reports;
5. Completion of tasks listed under Scope of Services; and
6. Reports are due at the end of each quarter (March, June, September, December) of each year of the project.
7. The final report on December 31, 2024. Final report should be detailed and thoroughly address all of the objectives from the project narrative.

#### **4. Match Requirements (if applicable)**

N/A

**SECTION C**  
*Budget, Terms of Reimbursement, Financial Reports*

**1. Budget**

A. The budget for this project is detailed in Appendix B.

**2. Conditions for Equipment and Travel**

A. EQUIPMENT: All equipment valued at \$5,000 and above purchased under this Subaward must comply with 2 CFR 200.313. Pre-approval from the Subawarding agency must be obtained prior to the purchase of such equipment. Equipment must be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award. When the equipment reaches the end of its useful life, please contact the Subawarding agency for Disposition instructions.

B. TRAVEL REIMBURSEMENTS:

Shall be paid in accordance with the authority to conduct any related travel in accordance with their published travel regulations, attachment D.

**3. Reimbursement Terms**

A. Total of all reimbursement requests cannot exceed \$49,385.30

B. Any unspent funds may be carried over to the next fiscal year of the subaward.

C. Requests for Reimbursement shall be submitted as follows:

i. Invoices are due quarterly with progress reports as required in Section B.

ii. Invoices should be on the Subrecipient's letterhead, clearly marked as "Invoice", and supported by an itemized list, by budget category.

D. LDWF reserves the right to withhold reimbursement under this Subaward until any delinquent invoices, forms, reports, and documentation are submitted to and accepted by LDWF

E. For auditing purposes, if requested, additional expenditure details shall be provided to LDWF.

F. LDWF will not remit final payment at project completion until final inspection and approval, and all deliverables, including project reports and financial reports, have been received and approved by LDWF.

#### **4. Financial Reports**

Subrecipient agrees to provide:

- A.** A final financial report accounting for all expenditures to LDWF within 30 days of the close of the Subaward period.
- B.** All reports of expenditures and requests for reimbursement processed by LDWF related to this Subaward are subject to audit.
- C.** If more than \$750,000.00 in federal awards are expended, Subgrantee shall have a single audit conducted according to the Louisiana Governmental Audit Guide and according to 2 CFR 200.501 Audit Requirements for federally funded projects. A copy of this audit must be furnished to LDWF within the earlier of:
  - i. 30 calendar days after receipt of auditors report, or
  - ii. 180 calendar days after the end of the Subaward period. If local municipality or other state agency funds are used as Subrecipient match, a copy of this audit must also be provided to the Louisiana Legislative Auditor's office when completed within the same timelines.
- D.** In the event LDWF terminates the Subaward agreement, Subrecipient shall:
  - i. not be reimbursed for any grant-related expenses incurred after the termination effective date; except any non-cancelable commitment;
  - ii. transfer or liquidate all equipment and non-consumables purchased with grant funds during the grant period (including equipment any items LDWF has required the Subrecipient to inventory during the course of the grant);
  - iii. surrender any and all documents related to the grant that LDWF deems necessary; and
  - iv. repay to the Department all grant funds found to be unallowable costs.

#### **5. AMENDMENTS**

Any modification to the provisions of this subaward shall be in writing, signed by all parties, and approved by the required authorities.

**\*\*REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK\*\***

## Signature Page:

### Subrecipient Signature:

Darren B. May, Assoc. Dir., for James Weyhenmeyer, VPRED  
 Digitally signed by Darren B. May,  
Assoc. Dir., for James  
Weyhenmeyer, VPRED  
Date: 2023.04.24 15:11:31 -05'00'

Darren May, Associate Director

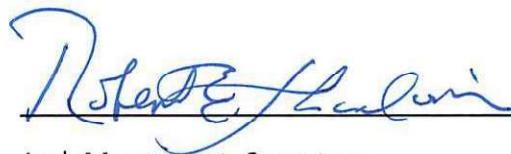
Auburn University, Sponsored Programs

### State Agency Signature:



3/07/2023

Scott Longman, Deputy Assistant Secretary  
Louisiana Department of Wildlife and Fisheries



*JM*

Jack Montoucet, Secretary

Louisiana Department of Wildlife and Fisheries