

 ORIGINAL

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BEXAR COUNTY  
COUNTY CLERK'S OFFICE  
Contract Number 21349071  
CFDA Number 15.615  
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THE STATE OF TEXAS  
COUNTY OF TRAVIS

INTERLOCAL COOPERATION CONTRACT

This Agreement is entered into by and between the agencies shown below in accordance with the authority granted in the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Parks and Wildlife Department (TPWD)  
The Performing Entity: Bexar County (Bexar)

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

Bexar shall conduct a project entitled, "**Southern Edwards Plateau Habitat Conservation Plan,**" as outlined in the attached proposal, Attachment A, attached hereto and incorporated herein for all purposes

All publications arising from this research shall acknowledge TPWD and Cooperative Endangered Species Fund (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 new occurrences of state or federally listed species related to this project, becomes the joint property of TPWD and Bexar, and will be presented to TPWD in an electronic format determined by TPWD upon request, and not later than due date of Final Report. 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 (other than Intellectual Property for which TPWD already possesses equal or greater Intellectual Property Rights by virtue of this Agreement or otherwise), as is (i) incorporated in the Work, or (ii) produced by BEXAR or BEXAR's employees, subcontractors, or subcontractors' employees during the course of performing the Work, BEXAR 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. BEXAR shall secure any 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. BEXAR agrees to indemnify and hold harmless TPWD from damages arising from or related to any infringement of rights in intellectual property, and agrees to require its contractors to indemnify and hold harmless TPWD from damages arising from or related to any infringement of rights in intellectual property.

Equipment and supplies purchased under this Agreement shall be used, managed, and disposed of in accordance with the Texas Uniform Grant Management Standards.

In accordance with 12.103 of the Texas Parks and Wildlife Code, Bexar 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, Attachment B, is incorporated herein for all purposes.

Bexar shall submit a Final Report, upon completion of tasks related to the Approach in fulfillment of the Objective (See Attachment A) and following guidelines provided by TPWD, on or before 13 September 2012. The Final 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 BEXAR, 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.

For payment purposes, the Performing Entity (entity receiving payment) shall submit to the Receiving Entity (agency making payment) an invoice with the Performing Entity'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.

#### SEND VOUCHERS TO:

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

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

Bexar may make adjustments up to ten percent (10%) within or between cost categories without prior approval from TPWD, provided that the total reimbursable costs do not exceed total federal share costs.

### IV. AGREEMENT AMOUNT:

The total amount of this Agreement shall not exceed: \$1,340,691.00 (One million three hundred forty-thousand, six hundred ninety-one Dollars)

### 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.

Payments for service performed shall be billed: **Quarterly**. Invoices shall include appropriate documentation for expenses incurred and details of work completed during the invoiced period as well as a summary of cost share. Backup documentation must be submitted for both the contract expenses incurred and the match amounts. Cost share (match) **must** be documented on each invoice.

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

The entire match amount must be obligated by the end of the period of performance or Bexar risks a proportionate reduction in the amount of federal funds awarded under this Contract. If Bexar 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.

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

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.

\$268,138.00, which is twenty percent (20%) of FEDERAL SHARE, will be held by TPWD until receipt and acceptance of final report.

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

Any excess costs from one awarded TPWD contract cannot be submitted for reimbursement against another TPWD contract.

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

## VI. CONTACT INFORMATION

### TPWD PI Name & Contact Info

Dr. Craig Farquhar  
Endangered Species Grants Coordinator  
Wildlife Division  
4200 Smith School Road  
Austin, Texas 78744  
512-389-4933 office  
512-389-8043 fax  
[craig.farquhar@tpwd.state.tx.us](mailto:craig.farquhar@tpwd.state.tx.us)

### TPWD Contract Point of Contact

Tammy Dunham, CTPM CTCM  
Contract Specialist  
Texas Parks & Wildlife Department  
4200 Smith School Road  
Austin, Texas 78744  
512-389-4752 office  
512-389-4677 fax  
[tammy.dunham@tpwd.state.tx.us](mailto:tammy.dunham@tpwd.state.tx.us)

### Vendor PI Name & Contact Info

Renee Green, PE (Primary Contact)  
County Engineer  
233 N Pecos, Suite 420  
San Antonio, Texas 78207  
(210) 335-6700  
[rgreen@bexar.org](mailto:rgreen@bexar.org)

### Vendor Contract Point of Contact Info

Andrew Winter  
Bexar County Environmental Services  
233 N Pecos, Suite 420  
San Antonio, Texas 78207  
(210) 335-6700  
[awinter@bexar.org](mailto:awinter@bexar.org)

## VII. TERM OF AGREEMENT:

This Contract is to begin upon date of signature by both parties, and shall terminate 13 September 2012

## VIII. MISCELLANEOUS PROVISIONS:

Funding: TPWD represents that it is a government agency or instrumentality of the State of Texas, and that TPWD has, as of the date of TPWD's execution of this Contract, obtained all requisite approvals and authority to enter into and perform its obligations under this Contract, including, without limitation, the obligation to make the initial payment or payments required to be made under this Contract on the date or dates upon which such initial payment or payments may otherwise become due during TPWD's current fiscal year of September 1, 2008 through August 31, 2009. With respect to any subsequent payment which may be required to be made under this Contract in any subsequent fiscal year of TPWD's during the Term of this Contract, the parties acknowledge that TPWD authority to make such subsequent payments are contingent upon appropriation to TPWD by the Texas Legislature of funds sufficient for such purpose or may be otherwise be contingent on availability of funds to TPWD sufficient for such purpose. If such additional sufficient funds are not so appropriated to TPWD or are not available to TPWD, this Contract shall terminate as of the first day of the applicable subsequent fiscal year of TPWD with respect to which such sufficient funds are

either not appropriated or are not available; in the event of such termination under this Section, TPWD will not be liable to BEXAR for any damages or any other amounts which are caused or associated with such termination and TPWD will not be required to give prior notice.

Termination: This Agreement is subject to cancellation, without penalty, either in whole or in part, if

1. Funds are not appropriated by the Texas Legislature, or otherwise made available, to TPWD;
2. Performing Entity fails to materially comply with the terms and conditions of this Agreement;
- or
3. Performing Entity fails to materially comply with the provisions of applicable state or federal laws or regulations.

Provided, however, with respect to items 2 and 3 above: TPWD shall pay BEXAR for services rendered and costs and non-cancelable commitments incurred prior to the effective date of cancellation, and TPWD agrees to provide notice to BEXAR if BEXAR has failed to materially comply and BEXAR shall have sixty (60) days to cure such failure before TPWD exercises its right to cancel this Agreement.

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 in accordance with Texas Government Code Section 2262.003. 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 materially substandard performance or other failure to materially conform to the requirements of the Agreement or applicable law (provided that TPWD agrees to provide notice of such event to BEXAR and BEXAR shall have sixty (60) days to cure such failure before TPWD exercises its remedies below).

- (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 materially substandard performance or any material 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 C and D, respectively, and incorporated herein for all purposes.

Indemnification: TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, EACH ENTITY SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER ENTITY, ITS OFFICERS, AND EMPLOYEES, 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 THE ENTITY OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF THE ENTITY IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. PERFORMING ENTITY SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TPWD.

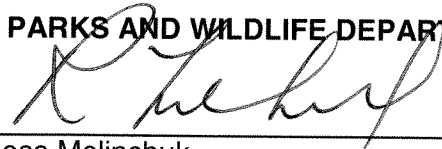
Assignment: The Performing Entity shall not assign or subcontract the whole or any part of the Agreement without TPWD' prior written consent except that no such consent is needed with respect to the professional services and contractual items (or their substitutions/replacements) in the budget in Attachment A.

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.

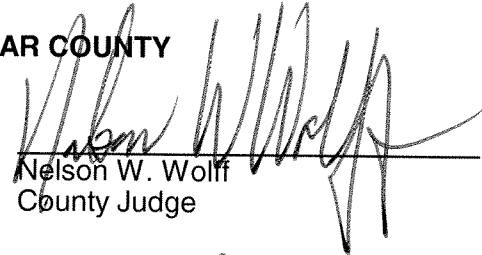
**RECEIVING AGENCY**

**TEXAS PARKS AND WILDLIFE DEPARTMENT**

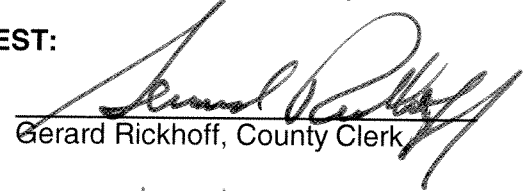
By:   
\_\_\_\_\_  
Ross Melinchuk  
Deputy Executive Director of Natural Resources

**PERFORMING ENTITY**

**BEXAR COUNTY**

By:   
\_\_\_\_\_  
Nelson W. Wolff  
County Judge

**ATTEST:**

By:   
\_\_\_\_\_  
Gerard Rickhoff, County Clerk

Date: 12/14/09

Date: 11/17/09

**APPROVED AS TO LEGAL FORM:**

Susan D. Reed  
Criminal District Attorney  
Bexar County, Texas

By: Kelsey Menzel  
Kelsey Menzel  
Assistant Criminal District Attorney  
-Civil Section

**APPROVED AS TO FINANCIAL FORM:**

By: Tommy J. Tompkins  
Tommy J. Tompkins  
County Auditor

By: David Smith  
David Smith  
Executive Director Planning and  
Resource Management

**APPROVED:**

By: Joe Aceves  
Joe Aceves  
Executive Director of  
Infrastructure Services

## Attachment A

# SOUTHERN EDWARDS PLATEAU HABITAT CONSERVATION PLAN

-- PROJECT STATEMENT--

### Contact Information

*Primary Contact*

**BEXAR COUNTY:**

Andrew Winter, PE  
Environmental Engineer  
(210) 335-6487  
[awinter@bexar.org](mailto:awinter@bexar.org)

*Alternate Contact*

**CITY OF SAN ANTONIO:**

Jesus Garza  
Planning and Community Development Department  
(210) 207-7950  
[jesus.garza@sanantonio.gov](mailto:jesus.garza@sanantonio.gov)

## Need

Bexar County and the City of San Antonio are located in the south-central part of Texas, which is the only remaining major urban center of Texas with more than 10 endangered species and no regional Habitat Conservation Plan (HCP) (Figure 1). Growth from the City of San Antonio strongly influences four adjacent counties (Bandera, Kendall, Kerr, and Medina) that share two endangered bird species. The dry, soft hilltops of the Edwards Plateau lead to steep, moist canyons that plunge into some of the deepest caves along the Balcones Escarpment. This variety of habitat supports dense woodlands and open savannas of oak and Ashe juniper, and are home to thirteen federally threatened and endangered terrestrial species, including two birds, the golden-cheeked warbler (GCW, *Dendroica chrysoparia*) and black-capped vireo (BCV, *Vireo atricapilla*), and nine karst invertebrates, including the beetles *Rhadine exilis*, *Rhadine infernalis* and *Batrisodes venyivi*, the harvestman *Texella cokendolpheri*, and the spiders *Neoleptoneta microps*, *Cicurina baronia*, *Cicurina madla*, *Cicurina venii* and *Cicurina vespera*. Springs from the Edwards Plateau feed streams in these counties that flow overland to recharge into the Edwards Aquifer. From there, the aquifer generally flows north to discharge at large springs that support eight listed endangered aquatic species. More information regarding the endangered species directly and indirectly supported by this five county area can be found in Appendix A.

The City of San Antonio in Bexar County is the largest city in the world to rely entirely on subterranean water. Drillers opened the largest freshwater well in the world in Bexar County, and the residents of San Antonio are proud of this enormous natural resource. The voters of San Antonio have approved tax measures generating over \$200 million to acquire open space over the Edwards Aquifer Recharge Zone, demonstrating local pride in this incredible natural resource. This City of San Antonio Natural Areas Land Use Management Plan ensures the effective management of 7,000 acres of conservation land. Those City propositions included funds to create a decision matrix for prioritizing properties with both endangered bird and karst species and recharge value (Stone and Schindel 2002).

In spite of current local efforts for conservation, the pace of development is advancing more quickly than the planning for conservation. The U.S. Fish and Wildlife Service is investigating multiple possible violations of the Endangered Species Act, both for birds and karst invertebrates, from the development community. Bexar County must serve the needs of its growing constituency for responsible economic development, sufficient public infrastructure, open space recreation opportunities, and the increasing needs of military training in the area (e.g., Camp Bullis and other installations). The City and County recognize that a coordinated HCP would be the most efficient and effective way to meet the varied needs of both people and sensitive wildlife.

Proceeds of the requested HCP Planning Assistance grant would initially be used to develop a recommendation for a locally appropriate regional conservation plan, particularly in relation to the inclusion of up to four other nearby counties that are part of recovery region 6 (proposed region 5) for the golden-cheeked warbler: Bandera, Kendall, Kerr, and Medina. Proceeds would also be used to evaluate whether to include other federally listed taxa as “covered species” (see Appendix A, item 1) and the potential for including other rare species in the HCP as “species of concern” or “evaluation species” (see Appendix A). Further, grant funds would be used for vetting the analysis and recommended conservation strategies with stakeholders, seeking additional biological review, and developing a complete habitat conservation plan (HCP) and National Environmental Protection Act (NEPA) documentation. The package would be submitted with an application for an Endangered Species Act (ESA) section 10(a) incidental take permit to cover the aforementioned thirteen species and other species of concern in Bexar County. While the HCP will be focused primarily on terrestrial species, conservation actions under the HCP would have collateral benefits to some of the listed and of concern aquatic species, and these potential benefits will be analyzed and maximized where practicable. The HCP would provide for conservation of the covered species, and would create a streamlined process for landowners and public entities to deal with complex endangered species issues, thereby providing more options, better compliance, and more certainty in conservation planning in this very sensitive and fast-growing region.



## Objective

To bring all stakeholders (San Antonio, Helotes, Gray Forest, Fair Oaks, Bexar County, Bandera County, Comal County, Kendall County, Kerr County, Medina County, and Camp Bullis) to the table and develop a comprehensive HCP and associated NEPA documentation over the next three years (2009-2011) for effective conservation of covered terrestrial species in Bexar County and Golden-cheeked Warbler Recovery Unit 6 (proposed unit 5).

## Expected Results and Benefits

The City and County believe that the development of an HCP in Bexar County and possibly adjacent counties provides a high degree of benefit to endangered species, ecosystem conservation, facilitating desirable economic growth, and being a responsible steward of resources. Specific benefits include:

- Creating a structure that could incorporate community open space goals, such as endangered species-compatible recreation opportunities, scenic and cultural values, and water quality protection.
- Ensuring the survivability of the military training missions within the area.
- Increasing communication and cooperation among all stake holders and government entities.
- Reducing the burden of ESA compliance on public and private individuals and entities, as well as public institutions, by creating a streamlined permitting process.
- Protecting and maintaining mature juniper-oak woodlands and oak savannas for the golden-cheeked warbler, black-capped vireo, and other native species that depend on these habitats (Appendix A).
- Protecting and maintaining karst habitat, surface and subsurface drainage basins and surface vegetative community for nine federally listed karst invertebrates.
- Complimenting existing conservation efforts by other entities within Region 6 including the Edwards Aquifer Authority Recovery Implementation Plan and the Comal County RHCP.
- Contributing to the recovery of the golden-cheeked warbler by establishing a large-scale conservation plan in Recovery Unit 6 and to the recovery of nine karst species (USFWS 2008);
- Facilitating the protection of endangered species habitat within a plan area of at least 800,000 acres in a rapidly developing area of south central Texas. Along with Medina County, this plan area is large enough to contain all of the likely karst geology (Veni 1994), critical habitat for the nine listed species (USFWS 2003), and most, if not all, of the naturally occurring ecological processes that are necessary to sustain habitat for the golden-cheeked warbler and black-capped vireo.
- Creating opportunities for coordinated conservation efforts aimed at securing large blocks of endangered species habitat that also protect other important ecosystem functions, such as water quality and quantity in the Edward's Aquifer system, with a real benefit to eight endangered species that occur at sites such as San Marcos and Comal (Appendix A, item 4).

## Approach

The City and County wish to obtain federal HCP Planning Assistance funding to develop a HCP and associated NEPA documentation for an application to the Service for an ESA section 10(a)(1)(B) incidental take permit. The following sets forth specific actions for HCP development and processing the permit application, assuming the grant is awarded by September 2009.

### Phase 1: Project Development and Community Guidance

*Phase Deliverables: Detailed project work plan, schedule and budget; Stakeholder outreach summary; Legal requirements summary; Establishment of Advisory Committees; Establishment of Public Outreach and Participation Program; Initial Strategy/Framework for HCP*

- |        |                             |
|--------|-----------------------------|
| Task 1 | <u>Project Organization</u> |
|        | Engage consultant team      |

Early coordination with USFWS, TPWD, other agencies  
Early coordination with stakeholders (potential CAC & BAT members)  
Compilation of studies and literature

- Task 2     Summary of Legal Requirements
- Task 3     Formation of Citizens Advisory Committee (CAC)  
Identify potential members of CAC - such as San Antonio, Helotes, Gray Forest, Fair Oaks, Bexar County, Bandera County, Comal County, Kendall County, Kerr County, and Medina County  
Develop protocol for CAC participation (organization, purpose statement, procedures, etc.)  
Appointment of CAC members
- Task 4     Formation of Biological Advisory Team (BAT)  
Identify potential members of BAT  
Develop protocol for BAT participation (organization, purpose statement, procedures, etc.)  
Appointment of BAT members
- Task 5     Develop Public Outreach/Participation Process  
Develop protocol and format for public outreach program (website, postings, meetings, minutes)  
Prepare initial materials about project for general distribution and website (fact sheet, project summary, etc.)
- Task 6     Baseline Data Acquisition and Preliminary Analysis  
Gather and prepare baseline information  
    Gather baseline data (GIS, socioeconomic, land use, ownership, spp occurrences/habitat, future development)  
    Collect current state of the species information; study area information  
    Identify existing conservation programs and regulatory mechanisms for conservation.  
Identify potential covered activities and develop initial estimate of take/impacts to covered species  
    Identify covered public and private activities likely to result in take and to be covered by HCP  
    Describe and model anticipated take/impacts from covered activities.  
    Identify other projects contributing to cumulative impacts; estimate cumulative impacts to species  
Prepare summary of baseline data and preliminary analysis
- Task 7     Methodology to define the suitable habitat areas  
Develop methodology protocol on how to define suitable habitat areas within the study area  
Test and validate the methodology  
Refine the methodology  
Apply the methodology  
Develop a map of suitable habitat within the study area

- Task 8     Initial Strategy/Framework Development  
 Identify HCP goals and objectives/purpose and need  
     Conservation goals and objectives; biological goals and objectives; purpose and need  
     Project scope (permit area, permit duration, permit applicants/partners)  
     Legal and political framework  
     Relationship and coordination with other regional programs  
 Prepare initial recommendations for conservation program  
     Identify and analyze opportunities for protection/enhancement/creation of habitat-related resources  
     Identify and analyze opportunities for avoidance and minimization of impacts

**Phase 2: Preliminary Draft HCP**

*Phase Deliverables: Summary of Preliminary Alternatives; Preliminary Draft HCP*

- Task 9     Preliminary Alternatives  
     Identify and describe range of alternatives  
     Analyze potential cost of HCP implementation
- Task 10    Develop summary of initial recommendation (for CAC and BAT approval)
- Task 11    Prepare Preliminary Draft HCP  
     Plan introduction (goals/objectives, purpose/need, legal framework, plan area/permit duration, process, etc.)  
     Environmental setting  
     Covered species  
     Covered activities  
     Expected take and impacts  
     Conservation Program  
     Implementation  
     Funding  
     Alternatives (prelim impacts, etc...)  
     Coordination, Preparers, References, Appendices, Glossary, etc...  
     Financial impacts and funding plan for HCP

**Phase 3: Committee/Agency Review and HCP Completion**

*Phase Deliverables: Revised Draft HCP; Final Draft HCP*

- Task 12    First Revised Draft HCP  
     Present Preliminary Draft HCP to CAC, BAT, FWS, TPWD, etc.  
     Committee/Agency review and comment  
     Revise covered activities, take/impacts, conservation program, implementation, funding  
     Reconcile comments and revise; prepare second revised draft HCP
- Task 13    Final Draft HCP  
     Present First Revised Draft HCP to CAC, BAT, FWS, Texas Parks and Wildlife Department (TPWD), etc.  
     Committee/Agency review and comment

Revise covered activities, take/impacts, conservation program, implementation, funding  
Reconcile comments and revise; prepare final draft HCP (for permit application)

#### **Phase 4: Environmental Impact Statement (EIS)**

*Phase Deliverables: Summary of scoping comments, Preliminary Draft EIS, Draft EIS, Final EIS*

- Task 14    Initiate NEPA process  
Notice of Intent to Prepare EIS ( 60 day comment period)  
NEPA Scoping Meeting  
Summarize scoping comments  
Publication of Notice of Intent to Prepare EIS in Federal Register( 60 day comment period)  
NEPA Scoping Meeting  
Summarize scoping comments
  
- Task 15    Prepare Draft EIS (DEIS)  
Revise PDEIS based on USFWS and applicant comments  
Prepare DEIS
  
- Task 16    Publish Notice of Availability (NOA) of regional HCP/DEIS application  
NEPA Public Meeting (this may be combined with HCP Public Hearing as required under Chapter 83, Texas Parks and Wildlife Code)  
NEPA Comment Period (likely 90 days)
  
- Task 17    Publish NOA of DEIS/ NOR of application (30 days)  
Respond to public comments
  
- Task 18    Prepare Final EIS (FEIS)

#### **Phase 5: Permit Processing**

*Phase Deliverables: Permit; Final TPWD Grant Report*

- Task 19    Review and approval of application documents by applicant agencies
  
- Task 20    Submit application package (Final Draft HCP, PDEIS, application form, application fee)
  
- Task 21    Public Hearing on HCP (required by Texas Parks & Wildlife code)
  
- Task 22    Coordinate with USFWS on Biological Opinion, Record of Decision, Statement of Findings, permit terms and conditions  
Prepare Interlocal Agreements, if necessary
  
- Task 23    Issuance of ROD, SOF and Final TPWD Grant Report

## Key Project Personnel

### City of San Antonio

District 8 Councilwoman Diane G. Cibrian, Phone: (210) 207-7086, Email: [district8@sanantonio.gov](mailto:district8@sanantonio.gov)

District 2 Councilwoman Sheila D. McNeil, Phone: (210) 207-7278, Email: [district2@sanantonio.gov](mailto:district2@sanantonio.gov)

### Bexar County

Bexar County Precinct 3 Commissioner Kevin Wolff, Phone: (210)335-2613 Email: [kwolff@bexar.org](mailto:kwolff@bexar.org)

Renee D. Green, PE, County Engineer, Phone: (210) 335-6707, Email: [rgreen@bexar.org](mailto:rgreen@bexar.org)

Andrew Winter, PE, Bexar County Environmental Services, Phone: (210) 335-6487, Email: [awinter@bexar.org](mailto:awinter@bexar.org)

Jesus Garza, City of San Antonio Planning Department, Phone: (210) 207-7950, Email: [jesus.garza@sanantonio.gov](mailto:jesus.garza@sanantonio.gov)

Eric Lautzenheiser, Natural Area Superintendent, Phone: (21) 372-9124 Email: [Eric.Lautzenheiser@sanantonio.gov](mailto:Eric.Lautzenheiser@sanantonio.gov)

## Location

The proposed permit area to be included in the HCP is Bexar County, including the City of San Antonio (Figure 1). The City and County may seek to mitigate impacts to the golden-cheeked warbler that occur within Bexar County by purchasing mitigation credits from conservation banks in surrounding counties within Recovery Region 6 that may contain higher-quality habitat for that species. It is our intent to expand the HCP development and “take” permit to include all of the currently-approved GCW Recovery Unit 6 (proposed unit 5). Therefore the location should eventually include the adjacent counties of Medina, Bandera, Kerr, Kendall, Blanco and perhaps Comal.

## Estimated Cost (REVISED 12 August 2009)

The City and County proposes to provide \$ 223,448.50 each for a total of \$446,897.00 (at least 25% cost share) for completing the HCP, NEPA documentation (presumably an Environmental Impact Statement, EIS), and Section 10(a) permit application, with the federal government providing \$1,340,691 (no more than 75% in grant funds).

Phase	Estimated Budget (\$)		
	Federal Share	Non-Federal Share <sup>1</sup>	Total
Phase 1: Project Development and Community Guidance	576,991	192,330	769,321
Phase 2: Preliminary Draft HCP	239,667	79,889	319,556
Phase 3: Committee/Agency Review and HCP Completion	164,465	54,822	219,286
Phase 4: Environmental Impact Statement	217,342	72,447	289,789
Phase 5: Permit Processing	142,227	47,409	189,636

Total	1,340,691	446,897	1,787,588
Percent	75%	25%	100%

<sup>1</sup> Bexar County and the City of San Antonio may provide part of the non-federal cost share in the form of work performed by County and City employees.

**Milestone Schedule (REVISED 12 August 2009)**

Full development of the HCP will be completed by October 2011. A schedule of project milestones that are associated with the tasks described in Section 4 of this grant proposal are listed below.

<b>Phase/Task</b>	<b>Completion</b>
<b>Phase 1: Project Development and Community Guidance</b>	
Task 1 Project Organization	August 2009
Task 2 Summary of legal requirements	November 2009
Task 3 Formation of CAC	November 2009
Task 4 Formation of BAT	November 2009
Task 5 Develop Public Outreach/Participation Process	December 2009
Task 6 Baseline Data Acquisition and Preliminary Analysis	February 2010
Task 7 Methodology to define the suitable habitat areas	February 2010
Task 8 Initial Strategy/Framework Development	March 2010
<b>Phase 2: Preliminary Draft HCP</b>	
Task 9 Preliminary Alternatives	April 2010
Task 10 Develop summary of initial recommendation (for CAC and BAT approval)	July 2010
Task 11 Prepare Preliminary Draft HCP	August 2010
<b>Phase 3: Committee/Agency Review and HCP Completion</b>	
Task 12 First Revised Draft HCP	September 2010
Task 13 Final Draft HCP	January 2011
<b>Phase 4: Environmental Impact Statement</b>	
Task 14 Initiate NEPA process	February 2011
Task 15 <u>Prepare Draft EIS (DEIS)</u>	April 2011
Task 16 <u>Publish Notice of Availability (NOA) of regional HCP/DEIS application</u>	June 2011
Task 17 Publish NOA of DEIS/ NOR of application (30 days)	July 2011
Task 18 Prepare Final EIS (FEIS)	August 2011
<b>Phase 5: Permit Processing</b>	
Task 19 Review and approval of application documents by applicant agencies	September 2011
Task 20 Submit application package (Final Draft HCP, PDEIS, application form, application fee)	October 2011
Task 21 Public Hearing on HCP (required by Texas Parks & Wildlife code)	November 2011
Task 22 Coordinate with USFWS on Biological Opinion, ROD, SOF, permit terms and conditions	December 2011
Task 23 Issuance of ROD, SOF, and Final TPWD Grant Report	February 2012

**References**

- Campbell, L. 1996. Endangered and Threatened Animals of Texas - Their Life History and Management: Black-capped vireo. Texas Parks and Wildlife Press, Austin, Texas. pp. 29 – 36.
- Ladd, C., and L. Gass. 1999. Golden-cheeked warbler (*Dendroica chrysoparia*). In The Birds of North America, No. 420 (A. Poole and F. Gill, eds.). The Birds of North America, Inc., Philadelphia, Pennsylvania. 24 pp.
- Stone, D., and G.M. Schindel. 2002. The application of GIS in support of land acquisition for the protection of sensitive groundwater recharge properties in the Edwards Aquifer of south-central Texas. Journal of Cave and Karst Studies 64(1): 38-44.
- USFWS (U.S. Fish and Wildlife Service). 2003. Designation of Critical Habitat for Seven Bexar County, TX, Invertebrate Species, Final Rule. Federal Register 68(67).
- USFWS (U.S. Fish and Wildlife Service). 2008. Bexar County Karst Invertebrates Draft Recovery Plan. U.S. Fish and Wildlife Service, Albuquerque, NM.
- Veni, G. 1994. Geologic controls on cave development and the distribution of endemic cave fauna in the San Antonio, Texas, region. Report prepared for Texas Parks and Wildlife Department and U.S. Fish and Wildlife Service.

#### List of Figures

Figure 1 – Location of Bexar County in Recovery Unit 6 (proposed unit 5)

Figure 2 – Parcel Boundaries and Oak-Juniper Woodland and Savanna Cover in Bexar County

#### List of Appendices

Appendix A – Endangered, Threatened, and Other Rare Species Resources Located in Bexar County, Texas and adjacent counties

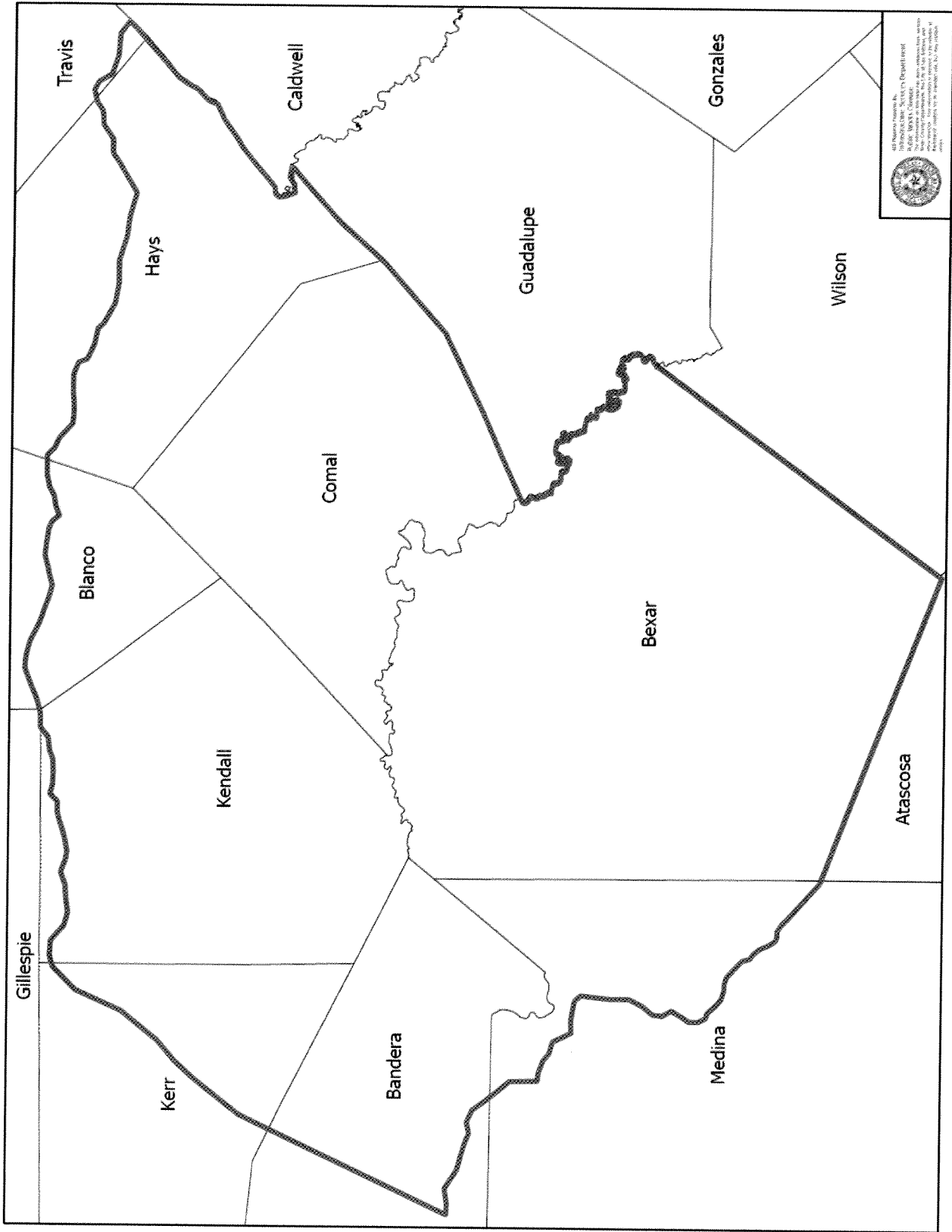


Figure 1



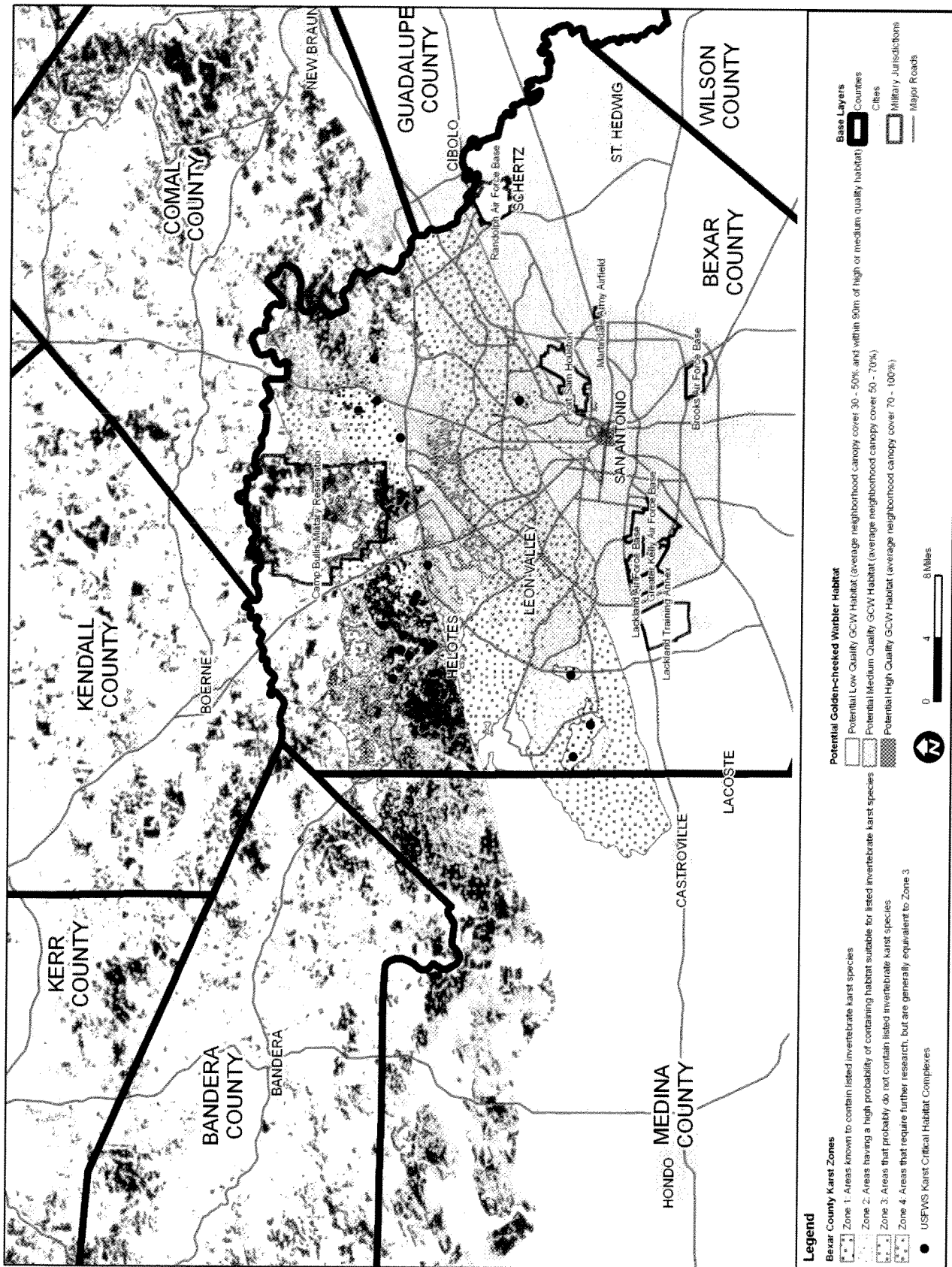


Figure 2

**APPENDIX A**  
**Endangered, Threatened, and Other Rare Species in Bexar County**  
**and adjacent Bandera, Kendall, Kerr, and Medina counties, Texas**

The endangered golden-cheeked warbler (*Dendroica chrysoparia*) utilizes densely canopied juniper-oak woodlands that contain a variety of deciduous tree species and mature Ashe juniper trees. The warbler nests only in central Texas, and Bexar County is one of only 25 counties where the species is currently known to breed (Figure 1) (Ladd and Gass 1999).

The endangered black-capped vireo (*Vireo atricapilla*) in Bexar County utilizes patchy woodlands and savannas that have a dense layer of shrubby broadleaf vegetation from ground level to approximately six feet. The vireo nests in Texas, Oklahoma, and Coahuila, Mexico. Within the U.S., the vireo nests mostly in 37 central and western Texas counties, including Bexar County on the eastern edge of its Texas range (Figure 1) (Campbell 1996).

Karst habitat in Bexar County covers four geologic areas, the Stone Oak, Helotes, Alamo Heights and Culebra Anticline. Within these areas cavernous bedrock includes the Edwards Limestone, upper member of the Glen Rose Formation, the Austin Chalk and Pecan Gap Chalk (Veni 1994). These formations contain sinkholes and sinking streams, and caves with deep shafts that access the Edwards Aquifer. The karst features provide habitat for nine listed karst species (See below). The habitat is typified by physical characteristics of the underground: darkness, stable temperatures, high humidity, and an energy regime directly connected to a healthy plant and animal surface community. Many of these species are only known to occur within Bexar County.

Numerous other rare animal and plant species depend on associated habitat in this highly sensitive region (see below).

1. Federally Listed Threatened or Endangered Species in Bexar County
  - Black-capped vireo (*Vireo atricapilla*)
  - Braken Bat Cave meshweaver (*Cicurina venii*)
  - Cokendolpher Cave harvestman (*Texella cokendolpheri*)
  - Golden-cheeked warbler (*Dendroica chrysoparia*)
  - Government Canyon Bat Cave meshweaver (*Cicurina vespera*)
  - Government Canyon Bat Cave spider (*Neoleptoneta microps*)
  - Helotes mold beetle (*Batrisodes venyivi*)
  - Interior Least Tern (*Sterna antillarum athalassos*)
  - Madla Cave meshweaver (*Cicurina madla*)
  - Rhadine exilis (*no common name*)
  - Rhadine infernalis (*no common name*)
  - Robber Baron Cave meshweaver (*Cicurina baronia*),
  - Whooping Crane (*Grus americana*)
  
2. Additional Species for Bexar County, Texas, as identified by TPWD<sup>2</sup>
  - A cave obligate crustacean (*Monodella texana*)
  - American Peregrine Falcon (*Falco peregrinus tundrius*)
  - Cascade Caverns salamander (*Eurycea latitans*)
  - Comal blind salamander (*Eurycea tridentifera*)
  - Peregrine Falcon (*Falco pergrinus*)
  - Texas salamander (*Eurycea neotenes*)
  - Western Burrowing Owl (*Athene cunicularia hypugaea*)
  - White-faced Ibis (*Plegadis chihi*)
  - Wood Stork (*Mycteria americana*)
  - Zone-tailed Hawk (*Buteo albonotatus*)

3. Additional Listed and Rare Species in Bandera, Kendall, Kerr and Medina counties, as identified by TPWD<sup>2</sup>
- A mayfly (*Baetodes alleni*)
  - A mayfly (*Plauditus futilis*)
  - American Peregrine Falcon (*Falco peregrinus anatum*)
  - Arctic Peregrine Falcon (*Falco peregrinus tundrius*)
  - Baird's Sparrow (*Ammodramus bairdii*)
  - Bald Eagle (*Haliaeetus leucocephalus*)
  - Black bear (*Ursus americanus*)
  - Blanco River springs salamander (*Eurycea pterophila*)
  - Cascade Cave amphipod (*Stygobromus dejectus*)
  - Cave myotis bat (*Myotis velifer*)
  - Edwards Plateau shiner (*Cyprinella lepida*)
  - Ezell's cave amphipod (*Stygobromus flagellatus*)
  - Frio pocket gopher (*Geomys texensis bakeri*)
  - Ghost-faced bat (*Mormoops megalophylla*)
  - Guadalupe bass (*Micropterus treculii*)
  - Guadalupe darter (*Percina sciera apristis*)
  - Headwater catfish (*Ictalurus lupus*)
  - Leonora's dancer damselfly (*Argia leonora*)
  - Long-legged cave amphipod (*Stygobromus longipes*)
  - Mountain Plover (*Charadrius montanus*)
  - Nueces roundnose minnow (*Dionda serena*)
  - Rawson's metalmark (*Calephelis rawsoni*)
  - Sage sphinx (*Sphinx eremitoides*)
  - Texas austrotinodes caddisfly (*Austrotinodes texensis*)
  - Texas salamander (*Eurycea neotenes*)
  - Valdina Farms sinkhole salamander (*Eurycea troglodytes complex*)
  - Western Burrowing Owl (*Athene cunicularia hypugaea*)
4. Eight federally listed species that occur in springs downgradient from the study area that would benefit from the protection and management of upstream recharge areas (e.g. San Marcos Springs, Comal Springs)
- Comal Springs dryopid beetle (*Stygoparnus comalensis*)
  - Comal Springs riffle beetle (*Heterelmis comalensis*)
  - Fountain darter (*Etheostoma fonticola*)
  - Peck's Cave amphipod (*Stygobromus pecki*)
  - San Marcos Gambusia (*Gambusia georgei*)
  - San Marcos salamander (*Eurycea nana*)
  - Texas blind salamander (*Eurycea rathbuni*)
  - Texas wild rice (*Zizania texana*)

<sup>2</sup> Species information obtained from the Texas Parks and Wildlife Department (TPWD) annotated county list of rare species for Bandera, Kendall, Kerr, and Medina counties.

AN ORDINANCE 2008-08-07-0633

AUTHORIZING THE SUBMISSION OF A U.S. FISH & WILDLIFE SECTION 6 GRANT APPLICATION TO THE TEXAS PARKS & WILDLIFE DEPARTMENT AND ACCEPTANCE, UPON AWARD, OF UP TO \$2.5 MILLION TO UNDERTAKE A REGIONAL HABITAT CONSERVATION PLAN; AND AUTHORIZING THE REQUIRED 25% LOCAL MATCHING CONTRIBUTION UPON AWARD OF GRANT FUNDS.

\* \* \* \* \*

**WHEREAS**, the US Fish & Wildlife Service (FWS) is an agency of the US Department of the Interior and makes funds available to state wildlife agencies through the Cooperative Endangered Species Conservation Fund from Section 6 of the Endangered Species Act to undertake Regional Habitat Conservation Plans (RHCP); and

**WHEREAS**, RHCPs are undertaken to manage and mitigate all federally listed endangered species within a FWS recovery area; and

**WHEREAS**, eleven (11) federally listed endangered species can be found within Bexar County and undertaking a RHCP would facilitate local development by not requiring individual Habitat Conservation Plans (HCPs) for each development; and

**WHEREAS**, upon the completion of a RHCP, the City and/or County shall become the permitting agencies for FWS, thereby facilitating incidental takes and mitigating habitat to ensure the survival of federally listed endangered species; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager or a designated representative is authorized to submit, in conjunction with Bexar County, a U.S Fish & Wildlife Section 6 grant application to the Texas Parks & Wildlife Department requesting grant funds in an amount not to exceed \$2.5 million and to accept such funds upon award.

**SECTION 2.** The City Manager or her designee is authorized to execute any and all documents necessary to effectuate the intent and purpose of this ordinance.


**SECTION 3.** The City's local match contribution is estimated to be between \$250,000.00 and \$312,500.00. Staff will coordinate with Bexar County to be a co-applicant for the RHCP and to develop the grant application, including budget and City portion of the matching contribution.

**SECTION 4.** Fund No. 26052000, entitled "Texas Parks & Wildlife Department," is hereby designated for use in the accounting for the fiscal transaction in the acceptance of this grant should funding be awarded. Any sum from the disbursement of grant funds from the Texas Parks & Wildlife Department will be appropriated in said fund. A formal final budget which will include Internal Order numbers and General Ledger numbers will be submitted by the department upon award.

**SECTION 5.** The financial fiscal allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 6.** This ordinance shall be effective immediately upon eight (8) affirmative votes and after the tenth (10<sup>th</sup>) day from passage upon fewer than eight (8) affirmative votes.

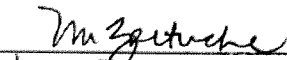
PASSED AND APPROVED this 7<sup>th</sup> day of AUGUST 2008.

  
M A Y O R  
**PHIL HARDBERGER**

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jon City Attorney



# 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.