

TPWD Contract Number: \_\_\_\_\_  
WCCF Contract Number: \_\_\_\_\_  
CFDA Number: 15.615

MEMORANDUM OF AGREEMENT  
between  
TEXAS PARKS & WILDLIFE DEPARTMENT  
and  
WILLIAMSON COUNTY CONSERVATION FOUNDATION

This Memorandum of Agreement is made and entered into by and between Texas Parks and Wildlife Department, hereinafter referred to as "TPWD", and Williamson County Conservation Foundation, hereinafter referred to as "WCCF" a non-profit 501(c)(3) organization, under the authority granted by Texas Parks and Wildlife Code, Section 11.0171(a)(1)(C).

**I. CONTRACTING PARTIES:**

The Receiving Agency: Texas Parks and Wildlife Department (TPWD)  
The Performing Entity: Williamson County Conservation Foundation (WCCF)

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

WCCF shall conduct the Research and Development project entitled "Restoration of spring habitat occupied by federally threatened Salado Salamanders (*Eurycea chisholmensis*)" as per proposal attached hereto as Attachment A and incorporated herein for all purposes.

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

Funding and Acknowledgment: This subaward is funded through the U.S. Fish and Wildlife Service (USFWS), Grant titled E-201, F21AP00341, Restoration of spring habitat occupied by federally threatened Salado Salamanders (*Eurycea chisholmensis*), under the authority of the Cooperative Endangered Species Conservation Fund Grant Program (CFDA#15.615) issued to TPWD on December 28, 2020. All publications arising from this project shall acknowledge TPWD, as well as USFWS, as funding sources for this project.

Deliverables: WCCF agrees to provide the following deliverables:

- The pre- and post-habitat restoration salamander abundance estimates, along with a description of the methodology used to develop those estimates;
- A description of the habitat restoration work achieved;
- An evaluation of the effectiveness of the habitat restoration with recommendations for future projects with similar objectives; and
- A webinar on the results of the work as part of TPWD Wildlife Diversity Webinar Series.

Performance Reports: WCCF shall submit following guidelines provided by TPWD a **Final Report on or before January 31, 2024**. The Report shall then be forwarded to U. S. Fish and Wildlife Service (USFWS, Austin) for review and comments. TPWD will send revisions requested by USFWS, Austin, to the Principal Investigator for WCCF, who shall respond to TPWD in writing within sixty (60) days of receipt of revision request.

Report Title	Report Period	Due Date
Interim Performance Report	January 1, 2021—December 31, 2021	January 31, 2022
Interim Performance Report	January 1, 2022—December 31, 2022	January 31, 2023
Final Performance Report	January 1, 2021—December 31, 2023	January 31, 2024

Data and Analyses: All data and analyses resulting from this project, and all information regarding the project, becomes the joint property of TPWD and WCCF, and will be presented to TPWD in an electronic format determined by TPWD upon request, and not later than **January 31, 2024**. 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. This agreement is also subject to applicable federal laws and requirements regarding the federal government's rights regarding intellectual property developed with federal funds.

**Intellectual Property:** With respect to such Intellectual Property as is (i) incorporated in the Work, or (ii) produced by WCCF or WCCF's employees, subcontractors, or subcontractor's employees during the course of performing the Work, WCCF 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. WCCF shall secure all necessary intellectual property licenses from third parties and warrants that the Work and the intended use of the Work will not infringe any property rights of any third party. This agreement is also subject to applicable federal laws and requirements regarding the federal government's rights regarding intellectual property developed with federal funds.

**Equipment and Supplies:** 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 that 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 and 2 CFR Part 200.

**Landowner Permission:** In accordance with Sec. 12.103 of the Texas Parks and Wildlife Code, the Performing Entity 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, is attached hereto as Attachment B, and is incorporated herein for all purposes.

### III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

See Budget in Attachment A for details.

**Cost Restrictions:** Allowable costs are restricted to those that comply with UGMS and additional state and federal rules and laws. The Parties agree that all the requirements of 2 CFR Part 200 and UGMS apply to this Contract, including the criteria for allowable costs. Additional federal requirements apply when federal funds are included in the reimbursement.

**Budget Revisions:** WCCF may make adjustment(s) among approved cost categories (reimbursable and/or match) without prior approval from TPWD only if total dollar figure for adjustments does not exceed 5 % of total annual reimbursable budget. However, certain types of post-award changes in budgets and projects shall require the prior written approval. Refer to 2 CFR §200.308(c)(1)-(8) for additional information on the types of changes that require prior written approval. Requests for budget revisions shall be submitted to [tpwd.contracting@tpwd.texas.gov](mailto:tpwd.contracting@tpwd.texas.gov) for review.

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

**Travel:** Expenditures for travel and travel-related expenses that are eligible for reimbursement will be reimbursed at the official rate authorized by the State of Texas located at <https://fm.xcpa.texas.gov/fmx/travel/texttravel/rates/current.php>. Such cost must be charged on an actual cost basis up to, but not to exceed, the per diem rates as applicable. *Certain expenditures may be reimbursed at either an actual cost basis or the per diem rates according to the Performing Entity's travel policy.*

Tips or gratuities and purchase of alcohol are not reimbursable expenses.

Backup documentation as required by the Performing Entity's travel policy must be submitted with reimbursement request. It is the Performing Entity's responsibility to notify TPWD of any changes to their travel policy.

**Indirect Cost:** WCCF voluntarily waives all indirect/overhead expenses for this contract.

**Reimbursement Conditions:** Reimbursements are conditioned on the Contract activities being performed in compliance with the Contract.

### IV. AGREEMENT AMOUNT:

The total reimbursable amount of this Contract shall not exceed \$ 30,645.00 (Thirty thousand six hundred forty-five dollars) with the minimum match requirement of \$ 10,215.00 (Ten thousand two hundred fifteen dollars).

Budgeted monies not spent in a given fiscal year are 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 Entity.

The Receiving Agency will enter payment information into USAS as a federal pass through, expenditure code 7623.

Payments received by the Performing Entity 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%) fiscal year funds will be held until receipt and acceptance of fiscal/final report by TPWD. TPWD will reimburse WCCF for one hundred percent (100%) of each invoice submitted up to eighty percent (80%) of the fiscal year budget.

#### VI. INVOICING:

INVOICES WILL BE SENT TO:

Texas Parks and Wildlife Department  
Attn: [VLCContracting@tpwd.texas.gov](mailto:VLCContracting@tpwd.texas.gov)

Invoice Schedule: Invoices for services performed shall be billed: Quarterly. Quarterly invoices shall correspond to the State of Texas fiscal year as follows:

Invoice Quarter	Period of Expenditures	Due On or Before
1st Quarter	September 1 <sup>st</sup> – November 30 <sup>th</sup>	January 29 <sup>th</sup>
2nd Quarter	December 1 <sup>st</sup> - February 28 <sup>th</sup>	April 29 <sup>th</sup>
3rd Quarter	March 1 <sup>st</sup> – May 31 <sup>st</sup>	July 30 <sup>th</sup>
4th Quarter	June 1 <sup>st</sup> – August 31 <sup>st</sup>	October 30 <sup>th</sup>

**Invoices submitted that cross fiscal years (9/1 – 8/31) will be returned to WCCF for modification and resubmission.**

Reimbursement requests shall be submitted on TPWD's Vendor Invoice – GA123; invoice available for download at <http://tpwd.texas.gov/business/grants/>. A sample invoice is attached hereto as Attachment C.

Invoices shall detail each expense by Budget category in accordance with Attachment A and shall be supported by appropriate back up documentation that, in the judgment of TPWD, allows for full substantiation of the eligible costs incurred except travel expenses (i.e. **actual cost receipts from vendors for all expenditure line items, including purchases of supplies/equipment, payroll records showing employee name, hours worked, hourly rate and total cost claimed, etc.**) during the invoiced period. Backup documentation must be submitted for both the contract expenses incurred and the match amounts.

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



A cumulative minimum non-federal match, representing 25% of the total cumulative expenditures, must be documented on each invoice. Invoices submitted without the required 25% cumulative match will not be processed by TPWD and will be returned to submitting Entity for modification and resubmission.

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

#### **VII. CONTRACT CLOSEOUT:**

WCCF must account for any real and personal property acquired with Contract funds or received from TPWD. TPWD will determine appropriate disposition of such property in accordance with UGMS and federal requirements.

WCCF must submit to TPWD, no later than 60 calendar days after the end date of the period of performance, all financial, performance, property, and other reports as required by the terms and conditions of this Contract. TPWD will close-out the project when it determines that all applicable administrative actions and all required work of the Contract have been completed by WCCF. If TPWD determines that all applicable administrative actions and all required work of the Contract have been completed, the final 20% of Fiscal year funds that were held will be released. TPWD will make prompt payments to the Performing Entity for allowable reimbursable costs under the Contract being closed out.

#### **VIII. CONTACT INFORMATION:**

TPWD Project Coordinator  
Paul Crump  
Texas Parks and Wildlife Department  
Nongame and Rare Species Program  
4200 Smith School Road  
Austin, TX 78744  
(512) 389-8722  
[paul.crump@tpwd.texas.gov](mailto:paul.crump@tpwd.texas.gov)

TPWD Contract Point of Contact  
Jeannette Galo, CTCM  
Contract Specialist  
Texas Parks and Wildlife Department  
4200 Smith School Road  
Austin, Texas 78744  
512-389-4510  
[Tpwd.contracting@tpwd.texas.gov](mailto:Tpwd.contracting@tpwd.texas.gov)

WCCF Project Coordinator  
Gary Boyd  
Environmental Program Coordinator  
219 Perry Mayfield  
Leander, TX, 78641  
Phone: (512) 943-1921  
[gboyd@wilco.org](mailto:gboyd@wilco.org)

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#### **IX. TERM OF AGREEMENT:**

This Contract is to begin upon signature by both parties, and shall terminate on December 31, 2023.

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

Pre-award costs as of January 1, 2021 are allowable only to the extent that they would have been allowable if incurred after the date of execution. All pre-award costs incurred by WCCF are incurred at WCCF's risk

#### **X. MISCELLANEOUS PROVISIONS:**

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.
- 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, it is required to be reported to SPA. The Comptrollers controlled assets list can be found online at:  
[https://fmf.cpa.texas.gov/fmf/pubs/spaproc/appendices/appa/appa\\_6.php](https://fmf.cpa.texas.gov/fmf/pubs/spaproc/appendices/appa/appa_6.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 Entity.
- D. Deliverables means the work product(s) required to be submitted to TPWD as set forth in the Work Plan.
- E. Equipment means tangible personal property having a useful life of more than one (1) year and an acquisition cost of at least Five Thousand Dollars (\$5,000).
- F. Final Report means a written report that must be received by TPWD upon completion of the Work Plan, as set forth herein.
- G. Public Information Act means Chapter 552 of the Texas Government Code.
- H. Work Plan means the statement of work and special conditions, if any, contained in Attachment A.
- I. UGMS means Uniformed Grant Management Standards.  
(<https://www.comptroller.texas.gov/purchasing/docs/ugms.pdf>)
- J. 2 CFR Chapter II, Part 200 (UGG) means Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ([e-CFR Title 2 Subtitle A Chapter II Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#))
- K. DUNS means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify entities (<http://fedgov.dnb.com/webform>).
- L. Research and Development means all research activities, both basic and applied, and all development activities that are performed.

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: As allowed by applicable law, TPWD or the Federal awarding agency may, by written notice of default to the Performing Entity, terminate this Contract, in whole or in part, if the Performing Entity fails to perform in full compliance with the contract requirements, through no fault of TPWD, or to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities. TPWD will provide a thirty (30) day written notice of termination to the Performing Entity of intent to terminate, and TPWD will provide the Performing Entity with an opportunity for cure with TPWD prior to termination. See also 2 CFR § 200.340.

Termination for Convenience: Performing Entity may terminate this Contract with thirty (30) days written notice if circumstances beyond its control prevent its fulfillment of the Contract. Performing Entity shall notify TPWD in writing of the reasons for and the effective date of termination. TPWD will submit such documentation to USFWS.

Upon its receipt or delivery of written notice to terminate, Performing Entity 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 Performing Entity in performing this Contract, whether completed or in process.

In the event of termination for any reason, the Performing Entity shall be paid for all work satisfactorily completed to the date of termination and for any non-cancelable obligations related to the Contract, such reimbursement not to exceed the total amount specified in this Contract.

Availability of Funds: The contract is subject to termination or cancellation, without penalty to TPWD, either in whole or in part, subject to the availability of federal funds. TPWD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TPWD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated or available funds which would render TPWD's or Performing Entity's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TPWD will not be liable to Performing Entity for any damages, that are caused or associated with such termination, or cancellation and TPWD will not be required to give prior notice.

Conflict of interest: The Performing Entity must disclose in writing any potential conflict of interest to TPWD in accordance with applicable Federal awarding agency policy.

Mandatory Disclosures: The Performing Entity must disclose, in a timely manner, in writing to TPWD all violations of State and Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR Part 180 and 31 U.S.C. 3321).

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.



**Texas Public Information Act:** Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, the Performing Entity is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

**Right to Audit / Records Retention:** Performing Entity 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 Entity further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Performing Entity shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through the Performing Entity and the requirement to cooperate is included in any subcontract it awards. Performing Entity shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Performing Entity's funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Performing Entity shall maintain all such documents and other records relating to this Contract and the State's property for a period of three (3) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Performing Entity shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the work of this Contract. Performing Entity and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Performing Entity's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize TPWD and the State of Texas to immediately assess appropriate damages for such failure.

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

**Domestic Preferences for Procurement:** As stated in 2 CFR § 200.322, and as appropriate and to the extent consistent with law, the Performing Agency should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**Prohibition on certain telecommunications and video surveillance services or equipment:** If applicable, pursuant to 2 CFR 200.216, the Performing Agency and subrecipients are prohibited from obligating or expending funds to procure or obtain equipment, services, or systems (including telecommunications or video surveillance equipment or services) that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or, an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country (including any subsidiary or affiliate of such entities). (See also 2 CFR 200.471 and Public Law 115-232, section 889).

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

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

TPWD may avail itself of any remedy or sanction provided in this Agreement or in law to recover any losses arising from

or caused by Performing Entity's substandard performance or any non-conformity with the Agreement or the law.

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

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

**Non-discrimination:** The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 of 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.

**Civil Rights:** The Performing Entity agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. To the extent applicable to this agreement, the Performing Entity shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

**Confidential Information:** Performing Entity will not disclose any confidential information to which it is privy under this Contract without the prior consent of TPWD.

**Identification of Confidential Information:** Confidential Information disclosed that Discloser, in good faith, regards as confidential and/or proprietary shall be clearly marked as "Confidential," "Proprietary," or bear any other appropriate notice indicating the sensitive nature of such Confidential Information. Any Confidential Information not easily marked, including Confidential Information which may be orally disclosed, shall, within thirty (30) days of its disclosure, be summarized in writing and designated confidential by Discloser. Confidential Information shall not be afforded the protection of this Contract if such Confidential Information:

- a) has been, is now, or later becomes publicly available through no fault of Recipient;
- b) has been, is now, or later becomes rightfully learned by Recipient from a third party who is not under restriction or duty imposed by Discloser;
- c) has been, is now, or later is furnished to third parties by Discloser, if such disclosure is, or has been, made to third parties without similar restriction, duty or limitation of use;
- d) was known to Recipient prior to the date it received such Confidential Information from Discloser in a capacity without restriction or limitation on its dissemination;
- e) has been, is now, or later is independently developed by Recipient without use of or resort to such Confidential Information, and can be so proven by written records; or
- f) must be disclosed pursuant to law or court order, including the Public Information Act, provided the Receiver shall, whenever practicable, promptly notify Discloser.

**Publication:** Either Party may publish its results from this research project, subject to applicable landowner permission restrictions and any other restrictions contained herein. However, the publishing Party shall provide the other Party a thirty day (30) period in which to review proposed publications, identify proprietary or confidential information, and to submit comments. The publishing Party will give full consideration to all comments before publication and will be responsible for ensuring compliance with landowner permission restrictions.

**U.S. Department of Homeland Security's E-Verify System:** By entering into this Contract, the Performing Entity certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- a) All persons employed to perform duties within Texas, during the term of the Contract; and
- b) All persons (including subcontractors) assigned by the Performing Entity to perform work pursuant to the Contract, within the United States of America.

The Performing Entity shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or

tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Performing Entity, and Performing Entity's subcontractors, as proof that this provision is being followed.

**If this certification is falsely made, the Performing Entity may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification.**

**Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion:** Performing Entity certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, that the Performing Entity is in compliance with the State of Texas statutes and rules relating to procurement and that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

**Other Law:** In the performance of this Contract, Performing Entity shall comply with all other applicable federal, state, and local laws, ordinances, and regulations including but not limited to the following:

- a) Federal Assurances (Form SF-424B for Non-Construction) in Attachment D, which the Performing Entity certifies by signing the Attachment.
- b) Certifications Regarding Lobbying (Form CD-512; and, if applicable, Standard Form-LLL) in Attachment E, which the Performing Entity certifies by signing the Attachment.
- c) Financial Assistance Award Terms and Conditions per <https://www.fws.gov/grants/atc.html> to which the Performing Entity certifies by signing this Contract.
- d) Federal Contract Provisions in Attachment F, to which the Performing Entity certifies by signing this Contract.

**Whistleblower Rights and Requirements:** 41 United States Code (U.S.C.) §4712, Enhancement of Recipient (Performing Entity) and Subrecipient (Sub-Contractors) Employee Whistleblower Protection:

- a) This award, related subawards and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. §4712.
- b) Recipients, their subrecipients and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. §4712.
- c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

**Cultural and/or Paleontological Resources:** Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the Performing Entity, or any person working on the Performing Entity's behalf, shall be immediately reported by the Performing Entity to TPWD, USFWS, and the State Historic Preservation Officer. The Performing Entity shall immediately stop all operations in the area of potential effect, implement reasonable measures to protect the discovery site including stabilization or covering, take reasonable steps to ensure confidentiality of the discovery sites, and take steps to restrict access to the site of discovery until written authorization to proceed is issued by USFWS after determination of appropriate actions to prevent the loss of significant cultural, religious, or scientific values. TPWD shall consult with the concerned Tribes and all appropriate county, state, and federal agencies, including the State Historic Preservation Office. Agencies and the Tribe(s) will discuss the possible measures to remove or avoid cultural material, and will reach an agreement with TPWD regarding actions to be taken and disposition of material.

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

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



**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.

**System for Award Management (SAM):** Prior to awarding state funds for goods and/or services rendered, the State of Texas will conduct a required search of an entity using the Federal System for Award Management (SAM). This is a Federal government maintained database that records and tracks organizations, either known to or suspected of contributing to terrorist organizations. No state funds may be paid to a Performing Entity whose name appears on this list. TPWD reserves the right, in its sole discretion, to deny and/or exclude any individual or firm from an award whose name appears on this list.

**Conflicts of Interest**

- a) **Applicability.**
  - (1) This section intends to ensure that the Performing Entity and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
  - (2) In the procurement of supplies, equipment, construction, and services by the Performing Entity and by sub-recipients, the conflict of interest provisions in 2 CFR 200.318 apply.
- b) **Requirements.**
  - (1) The Performing Entity must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the Performing Entity's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
  - (2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or sub-recipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or sub-recipient or in development of the requirement leading to the funding announcement.
  - (3) No actual or prospective recipient or sub-recipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or sub-recipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or sub-recipient.
- c) **Notification.**
  - (1) The Performing Entity, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the Department of the Interior (DOI) awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest.
  - (2) Performing Entity must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The Performing Entity is responsible for notifying TPWD of any conflicts of interest that may arise during the life of the award, including those that have been reported by sub-recipients.
- d) **Restrictions on Lobbying.** The Performing Entity is strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- e) **Review Procedures.** The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- f) **Enforcement.** Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

**Data Availability**

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Traditional Section 6 Proposal – Williamson County Conservation Foundation

**A. Proposal Title:**

Restoration of Spring Habitat Occupied by Federally Threatened Salado Salamanders  
(*Eurycea chisholmensis*)

**B. Proposal Period:**

01 January 2021 – 31 December 2023

**C. Principal Investigator(s) Name and Affiliation:**

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**D. Description:**

We propose to conduct habitat restoration at a spring occupied by federally threatened Salado Salamanders (*Eurycea chisholmensis*) in Williamson County, Texas. We plan to focus restoration activities on reducing impacts from flash floods, stabilizing the riparian edge, removing silt within the springrun, restoring the stream channel, and increasing salamander surface habitat and available refugia. These activities are expected to benefit Salado

Salamanders by 1) preventing springrun scouring and alteration of salamander habitat, 2) removing existing and reducing future siltation that fills the interstitial spaces occupied by salamanders and their prey base, and 3) increasing the amount of appropriate surface habitat in the spring. We anticipate these activities to additionally increase the biodiversity and abundance of native riparian vegetation and spring-associated aquatic invertebrates.

#### E. Need

The northern segment of the Edwards Aquifer (north of the Colorado River) is characterized by many small springs and seeps that provide habitat to three endemic, neotenic salamanders that constitute the Septentriomolge clade of central Texas *Eurycea*: Salado Salamander (*E. chisholmensis*), Georgetown Salamander (*E. naufragia*), and Jollyville Plateau Salamander (*E. tonkawae*; Chippindale et al. 2000, Chippindale and Price 2005, Hillis et al. 2001, Devitt et al. 2019). These three salamanders are all federally threatened because of their small ranges, threats from urbanization, degradation of water quality, and reduction of water (aquifer) quantity (USFWS 2013, 2014). The northern Edwards Aquifer springs exhibit a wide range of degradation from both natural and anthropogenic sources. Because of the small ranges of Septentriomolge *Eurycea*, each occupied spring is critical for the persistence and future recovery of these taxa.

According to a recent taxonomic update, Salado Salamanders are known from only 12 spring locations between Lake Georgetown in Williamson County, Texas and Salado Creek in Bell County, Texas (USFWS 2014a, Devitt et al. 2019). One of these, Twin Springs in Williamson County, has been studied extensively since 2010 through funding provided by the Williamson County Conservation Foundation (see Pierce et al. 2014, Guterrez et al. 2018, Pierce and Gonzalez 2019). We now have eight years of population data at this location that demonstrates a steady decline in monthly salamander counts from a high of 49 salamanders to recent surveys that average less than five observations (Pierce et al. 2014, Cambrian 2019).

Twin Springs is located within a county preserve, and subsequently, has minimal anthropogenic impacts compared to other central Texas *Eurycea* springs. However, the springrun occurs within a steeply incised draw that is prone to high velocity flash floods. During the course of salamander monitoring, some these floods have scoured the upper portions of the springrun occupied by Salado Salamanders, requiring salamander refugia (i.e., cobble) be added back into the spring headwaters. Additionally, the riparian edges of the springrun have low percent cover of herbaceous vegetation and are generally characterized by bare dirt and leaf litter. The combination of flooding and poor riparian stabilization has created a pool in an area that was once riffles and glides and has caused siltation within the springrun.

Septentriomolge *Eurycea* require relatively shallow, cool, flowing water and typically do not occupy deep water (>60 cm) that can support predatory fish populations (Bowles et al. 2006, Bendik et al. 2016). Most individuals are encountered in close proximity (within 25 m) to the spring orifice (Sweet 1982, Bowles et al. 2006, Pierce et al. 2010, Bendik et al. 2014, Bendik et al. 2016) in a variety of submerged refugia (i.e., cobble, leaf litter, woody debris, vegetation). Siltation can fill the interstitial spaces within gravel substrates and beneath



refugia. These interstitial spaces provide habitat for prey items, refuge from predators, and access to sub-surface water which are considered essential habitat components for central Texas *Eurycea* salamanders (Martin et al. 2012, USFWS 2013, USFWS 2014a). Further, closely related Barton Springs Salamanders (*E. sosorum*) abundance is negatively associated with increasing silt cover (Bendik and Dries 2018, Dries and Collucci 2018).

The effects of recent flash flood events and ongoing siltation are the likely cause of declining salamander abundance at Twin Springs. Here, we propose to conduct restoration activities that focus on the remediation of past and prevention of future scouring and siltation of the springrun. We expect these restoration activities to additionally benefit the vegetative and spring-associated aquatic invertebrate components of this system.

**F. Purpose**

To conduct spring restoration activities intended to improve and increase Salado Salamander habitat at a known occupied site, and therefore, increase salamander abundance and ultimately aid in the recovery of the taxon. Proposed restoration activities are expected to additionally benefit native riparian vegetation and spring-associated aquatic invertebrates.

**G. Objective(s)**

We aim to improve *Eurycea* salamander surface habitat at a known occupied spring by reducing impacts from flash floods, restoring the stream channel, and reducing siltation by focusing on riparian edge restoration.

Activity Tag 1: Other vegetation management practices; 0.6 acres; Target species: Salado Salamander

Activity Tag 1: Planting/seeding; 0.6 acres; Target species: Salado Salamander

Activity Tag 1: Stream modification; 0.03 stream miles; Target species: Salado Salamander

Activity Tag 1: Stream modification; 0.03 stream miles; Target species: Salado Salamander

**H. Expected Results or Benefits**

The primary expected benefit of this project is to increase Salado Salamander abundance at a known occupied site by improving its available surface habitat. This objective and evaluation of success will be quantified with pre- and post-restoration measures of refugia (e.g., composition and percent cover), substrate (e.g., composition and depth), and salamander abundance (i.e., capture-mark-recapture estimates). Because our objectives include the installation of a permanent gabion and restoration of the springrun riparian edge, we expect our restoration actions to have a long-term benefit to Salado Salamanders and their habitat. We currently have an eight-year capture-mark-recapture database for salamanders at this site and plan to continue regular monitoring for the foreseeable future, which will allow a longer-term view of population comparisons. Our established capture-mark-recapture program will allow pre- and post-restoration estimates of salamander abundance.

Additionally, restoration of the riparian edge is expected to increase the biodiversity and percent cover of native vegetation and the biodiversity and abundance of aquatic invertebrates. There are no published accounts estimating the prey base for Salado Salamanders, and in general, little is known regarding the invertebrate communities of northern Edwards Aquifer springs. We will evaluate these secondary objectives with pre- and

post-restoration measures of riparian vegetation (e.g., species composition and percent cover) and aquatic invertebrates (e.g., species composition and relative abundance).

## **I. Approaches**

**Restoration Activities.**—We intend to focus restoration activities on reducing impacts from flash floods, stabilizing the riparian edge, removing silt within the springrun, restoring the stream channel, and increasing salamander surface habitat and available refugia. We plan to address these goals in four major tasks: 1) timber clearing and dam removal, 2) bank stabilization and erosion control, 3) silt removal, and 4) addition of gravel substrate and cobble refugia. Each of these tasks are described in detail below.

### **Task 1 – Timber Clearing and Dam Removal**

We intend to clear some Ashe Juniper (*Juniperus ashei*) from the riparian edge in order to decrease canopy cover and Juniper leaf litter. This will allow riparian herbaceous vegetation to proliferate and reduce silt and Juniper litter from entering the springrun. Because Golden-cheeked Warblers nest in the Twin Springs Preserve, Juniper clearing will take place outside of their March to August nesting season. We also intend to clear shrubs, vines, and fallen trees from the springrun which are preventing herbaceous riparian growth and damming portions of the springrun. These dammed areas are creating pools with low flow velocity (instead of glides and riffles) which are sub-optimal *Eurycea* habitat. We intend to complete all clearing activities by manually chain sawing and hauling away woody debris. We will pay particular attention to identifying and removing any invasive plant species in the riparian edge.

### **Task 2 – Bank Stabilization and Erosion Control**

After clearing, we will apply native seed to the riparian edge and install erosion control mats. Seeding will occur in early spring as recommended for native Texas plantings. We will consult with an erosion control mat specialist to ensure proper materials and installation along the springrun, including the exclusive use of natural (e.g., wood) or biodegradable materials. Seeding and erosion control mats will be installed for approximately the upper 50 m of the springrun. We will additionally place large boulders along banks of the springrun to help mitigate bank erosion and block silt runoff into the springrun. We will install a gabion in the deeply incised stream channel approximately 10-20 m upstream of the spring orifice to reduce high velocity flow and prevent scouring within salamander occupied areas. All erosion control measures will meet the Texas Commission on Environmental Quality (TCEQ) requirements for the Edwards Aquifer Protection Program.

### **Task 3 – Silt Removal**

Once the riparian edge is managed and further siltation is prevented, we will flush the current silt buildup from the springrun. To achieve this task, we will need to capture all salamanders, remove all cobble refugia, and then flush silt downstream. We anticipate utilizing a removal survey consisting of 2-3 consecutive days of surveys where all observed salamanders are captured and temporarily held instead of being released back into the spring habitat. Salamanders will be held in temporary enclosures near the spring orifice that will allow sufficient flow of springwater into the enclosure but will not allow



salamanders to escape. We will flush silt using brooms, power washers, and the natural springflow. We will sweep all silt into a sieve to check for any undetected salamanders prior to using the power washer to flush the material downstream.

Task 4 – Addition of Gravel Substrate and Cobble Refugia

Finally, we will restore salamander habitat by replacing all refugia removed from the springrun and adding additional gravel and cobble from downstream. Downstream portions of the Twin Springs springrun have large gravel and cobble deposits that were originally in the springrun but were flushed during flash flood events. We will pay particular attention to adding adequate gravel and cobble to reduce the extent of pooled areas within the upper 50 m of the springrun.

*Surveys.*—We propose to perform pre- and post-restoration surveys for salamanders, salamander habitat, riparian vegetation, and aquatic invertebrates. We will utilize the same survey techniques throughout the project to ensure that data are comparable among the two time periods.

We will perform salamander surveys as conducted under the established long-term monitoring program at Twin Springs (see Pierce et al. 2010, 2014; Cambrian 2019). We will manually search for salamanders in and under potential refugia in accordance with USFWS survey protocol (USFWS 2014b), and we will attempt to capture each observed salamander. We will record body and head photographs of captures on a standardized grid background with the salamander alive and in a water-filled dish. We will use Wild-ID photographic recognition software to evaluate pigmentation patterns on the salamander's head to identify potentially recaptured individuals (Bolger et al. 2012, Bendik et al. 2013). We will measure snout-vent length (SVL) and total length (TL) and we will record location and microhabitat for all captures.

We will assess salamander habitat in randomly generated quadrats in the upper 50 m of the springrun in general accordance with the methodology of Adcock et al. (2016). In each quadrat, we propose to measure refugia composition, percent cover, and embeddedness (per Sennatt et al. 2006 and USFWS 2014b); substrate composition and depth; water depth; and flow regime (e.g., pool, riffle, glide).

We will evaluate riparian vegetation in randomly generated plots along the upper 50 m of the springrun. We will record the species composition and percent cover of herbaceous, shrub, and canopy components. We will additionally measure canopy cover using a densiometer or similar method. We will voucher representative samples.

We will survey for aquatic invertebrates using cotton-cloth lures and cotton mop heads placed in the spring orifice and throughout the springrun (Gibson et al. 2008, Nissen et al. 2018). We will additionally record and attempt to capture invertebrates encountered during salamander monitoring activities. Captured invertebrates will be preserved for subsequent identification, counts, and voucher preparation.

*Statistical Analyses.*—The exact statistical analyses that will be utilized will depend on the

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data generated during monitoring. We expect to have enough salamander recaptures to enable pre- and post-restoration abundance estimates using capture-mark-recapture modeling techniques. We will additionally record the number of searched refugia objects during salamander surveys to ensure our ability to at least compare the number of observed salamanders per searched object as metric of relative abundance (Pierce et al. 2010, 2014). Habitat comparisons are likely best achieved in a framework that allows comparison of the entire habitat rather than individual components. We plan to utilize principal component analysis or a similar test to compare habitat metrics. We will compare species riparian vegetation and aquatic invertebrate biodiversity using multi-species occupancy models or other biodiversity indices depending on the number of observed species.

### **J. Useful Life**

Not applicable; no capital improvements will be made using grant funds.

### **K. Geographic Location**

We propose to conduct restoration activities at the headwaters and upper 50 m of the Twin Springs springrun (N 30.698310°, W -97.781810°). Twin Springs is located within the Twin Springs Preserve in Georgetown, Williamson County, Texas (Figure 1 and 2). All areas that are proposed for restoration are owned by Williamson County, Texas. Restoration activities will occur within the springrun and within the adjacent riparian edge.

### **L. Program Income**

Not applicable; no outside income will be generated as a result of the grant's activities.

### **M. Budget Narrative**

**Salaries and Wages:** If awarded, the granted money will be used to pay for Cambrian Environmental labor, project supplies, and an erosion control installation specialist labor. The granted money will not be used to pay Williamson County Conservation Foundation salaries (e.g., Principal Investigator) and further, the Williamson County Conservation Foundation will provide the match funding. Cambrian Environmental will utilize up to four employees throughout spring restoration. Each is listed as a subcontractor. Cambrian Environmental employees will conduct salamander, salamander habitat, vegetation, and aquatic invertebrate surveys, and will collect, identify, and voucher plant and invertebrate specimens. Cambrian Environmental will also complete statistical analyses and reports.

**Restoration Activities and Surveys:** Cambrian Environmental employees will collect field data, install erosion control supplies, monitor for salamanders, perform habitat assessments, survey for and voucher riparian vegetation and aquatic invertebrates.

- Subcontractors (Primary - field): 130 hours of labor @ \$75/hour = \$9,750  
\$9,750 x 2 employees = \$19,500, spread across fiscal years as indicated in the table.
- Subcontractors (Secondary - field): 120 hours of labor @ \$55/hour = \$6,600  
\$6,600 x 2 employees = \$13,200, spread across fiscal years as indicated in the table.

**Statistical analyses and report writing:**

- Subcontractors (Office): 40 hours of labor @ \$75/hour = \$3,000  
\$3,000 x 2 employees = \$6,000, spread across fiscal years as indicated in the table.

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**Supplies (to be purchased by subcontractors):** To reduce the speed of water entering the Twin Springs system and prevent silt from being carried into the springrun we will require several items. Erosion control blankets (8'x90' @ \$50 each x 4 = \$200), Natural fiber logs (9" x 25' @ \$45 each x 10 = \$450), biodegradable sod staples (\$50 per 500 x 1 = \$50), wooden stakes (\$5 per 12 x 10 = \$50), gabion baskets (\$160 each x 2 = \$320), native riparian vegetation seed mix (\$45 per bag x 2 bags = \$90). Grand total for supplies = \$1,160. All necessary supplies purchases occur within fiscal year 1 of this grant.

**Other Direct Costs:** One 8-hour day consultation with an erosion control consultant to ensure our supplies and methods are optimized for our site (\$125/hour x 8 hours = \$1,000).

**Match:** The Williamson County Conservation Foundation has agreed to pay 25% (\$10,215) of the total requested amount, and their contribution originates as state-funds. In addition, the Williamson County Conservation Foundation already funds the Salado Salamander long-term monitoring program at this location and has an existing relationship with the Wilco Native Plant Society to provide vegetation surveys at Twin Springs Preserve. These monitoring services will be funded by the Williamson County Conservation Foundation in addition to the 25% match.

### **N. Equipment**

Not applicable; no personal equipment will be purchased using grant funds.

### **O. Relationship with Other Grants**

The Williamson County Conservation Foundation is additionally submitting a Section 6 planning grant to help fund the development of a Regional Habitat Conservation Plan (RHCP) that will cover federally listed *Eurycea* salamanders in Williamson County, Texas. If granted, money from the RHCP grant will not be used for any of the restoration or monitoring activities proposed in this grant.

### **P. Time Line**

Below we present our anticipated timeline for proposed tasks. This timeline is contingent upon receiving funding on or before January 1 of Fiscal Year 2021. If funding is delayed, then the timeline and deliverable dates will require adjustment. Of specific note, two of our major tasks (i.e., timber clearing and native seed application) must be performed during particular seasons which could result in a one-year delay.

- **January 1, 2021:**
  - Official project start date
- **January - September 2021:**
  - Pre-restoration salamander, salamander habitat, riparian vegetation, and aquatic invertebrate surveys
- **September 2021 - February 2022:**
  - Clear timber outside of Golden-cheeked Warbler nesting season. Clearing will include Juniper in the riparian edge and shrubs, vines, invasive species, and fallen trees causing dams in and along the upper 50 m of the springrun
- **March - May 2022:**



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- Native seed application in the riparian edge during optimal planting season
- Installation of erosion control mats in the riparian edge
- Installation of gabion upstream of the spring orifice
- **June - September 2022:**
  - Stabilize springrun banks with boulders
  - Flush silt from springrun
  - Add gravel substrate and cobble refugia throughout the upper 50 m of the springrun
- **September - December 2022:**
  - Analyze data and prepare interim report
  - Initial post-restoration salamander, salamander habitat, riparian vegetation, and aquatic invertebrate surveys
- **February 2023:**
  - Interim Performance Report due to TPWD
- **March - September 2023:**
  - Second and third post-restoration salamander, salamander habitat, riparian vegetation, and aquatic invertebrate surveys
- **September - December 2023:**
  - Analyze data and preparation of Final Report
- **December 31, 2023:**
  - Official project end date
- **January 2024:**
  - Final Report due to TPWD

### Q. Environmental Compliance

If selected, we will provide all necessary compliance documents for the proposed activities. Our proposed restoration work will involve handling and conducting work in the habitat of a federally threatened taxon. We have already notified the U.S. Fish and Wildlife Austin Ecological Services Field Office of our intention to submit this grant, and we will follow up for formal permission for proposed activities if the grant is funded. We already have permits for performing surveys for and handling Salado Salamanders (SPR-0319-056 and TE37416B-0). We do not anticipate requiring compliance with the National Historical Preservation Act, Clean Water Act, or Clean Air Act, but we will check all necessary regulations.

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**S. Biographical Sketch for Principal and Co-Principal Investigators**

Gary Boyd—Environmental Program Director, Williamson County Conservation Foundation

Gary has been a leader within the Williamson County Conservation Foundation beginning in 2009. In his role with the foundation, he oversees development of the parks department, and coordinates ‘leave no trace’ training for civilians who wish to make use of Williamson County’s nature preserves. Additionally, he is responsible for coordinating Williamson County’s Regional Habitat Management Plan including presence/absence surveys and long-term monitoring efforts for endangered and threatened species within Williamson County (e.g., *Eurycea* salamanders, karst invertebrates, Golden Cheeked Warblers). He additionally coordinates the annual Texas Conservation Symposium.

Zachary C. Adcock—Senior Ecologist, Cambrian Environmental

Zach has over seven years of experience working with central Texas *Eurycea* salamanders. He conducted his dissertation research on Jollyville Plateau Salamanders (*E. tonkawae*) which was designed to address issues pertinent to the conservation policy and management of this taxon. Research projects included the development of novel survey techniques, description of the reproductive ecology, evaluation and delineation of occupied surface habitat, and identification of small-scale environmental variables that influence salamander presence (microhabitat parameters). Preliminary results were presented to the Williamson County Conservation Foundation and the U.S. Fish and Wildlife Service (Austin Office) to aid conservation planning, and the associated manuscripts are in preparation. He has also conducted surveys, research, and published manuscripts on Salado Salamanders, Georgetown Salamanders, Fern Bank Salamanders (*E. pterophila*), San Marcos Salamanders (*E. nana*), and the phylogenetics and population genetics of the entire central Texas *Eurycea* clade (see Krejca et al. 2017, Bohannon et al. 2018, Wall et al. 2020). He currently is the lead investigator for the long-term *Eurycea* monitoring program funded by the Williamson County Conservation Foundation.

Andrew R. MacLaren, Ph.D.—Senior Ecologist, Cambrian Environmental

Andrew has over five years of experience working with central Texas *Eurycea* salamanders. Annually, he commits over 625 hours monitoring within occupied Jollyville Plateau, Georgetown, and Salado Salamander habitat. Within 2019 this effort resulted in the observation of 1524 and capture of 1101 salamanders. This research resulted in the collection of two vouchered specimens from previously undocumented localities for Jollyville Plateau Salamanders (manuscript in preparation). He has provided contributions to manuscripts in preparation describing the distribution and reproductive ecology of Jollyville Plateau Salamanders, as well as passive trapping techniques and population ecology of other salamanders in the Septentriomolge clade.

Traditional Section 6 Proposal – Williamson County Conservation Foundation

**T. Checklist**

Please include the following documents/information (1 page) to ensure a complete RFP application package. These items will not count against the ten-page proposal maximum size limit. Please include the completed checklist as a part of your submission.

- a. Are all sections listed in the proposal format guidelines (items A through T) included?  
☒ Yes ☐ No
- b. Does the budget format follow the state fiscal year (Sept 1 through Aug 31) and have you had your grants or financial office review and sign off on the budget? Is the federal reimbursement request of your total project cost 75.00% or less?  
☒ Yes ☐ No
- c. Please list the name, mailing address, phone number, and e-mail address of the likely point of contact for this project in your grants or financial office (the person with whom we would coordinate on the development of the Contractual Agreement and grant purchase order).

Name: Gary Boyd

Mailing Address: 219 Perry Mayfield  
Leander, TX 78641

E-mail: [gboyd@wilco.org](mailto:gboyd@wilco.org)

Phone: 512.943.1921

- d. If the project budget includes the use of an indirect cost rate (F&A), please provide a copy of (or a link to) your current Negotiated Indirect Cost Rate Agreement (NICRA). Note that, if selected, it is up to the sub-recipient to submit their entity's updated NICRA to TPWD as they are approved on an annual basis for the duration of the contract.
- e. Include the DUNS number, SAM expiration date, and Texas Identification Number (TIN) for your organization:

DUNS: N/A

SAM expiration date: N/A

TIN: 68-0554522

- f. Do you anticipate that any soil-disturbing activities will be required as a part of this project? If so, this may trigger the need for TPWD and the U.S. Fish and Wildlife Service to consider the potential impact to cultural resources under Section 106 of the National Historic Preservation Act or potential Tribal Consultation.  
☐ Yes ☒ No
- g. Is the [PWD 0153a Landowner Permission for Wildlife Research](#) form attached?  
☐ Yes ☒ No This work will not take place on private lands
- h. Is the Overlap and Duplication and included (Appendix II)?  
☒ Yes ☐ No

Traditional Section 6 Proposal – Williamson County Conservation Foundation



Figure 1. Twin Springs preserve (red bounded polygon) in context with the city of Georgetown, within Williamson County, Texas.



Traditional Section 6 Proposal – Williamson County Conservation Foundation

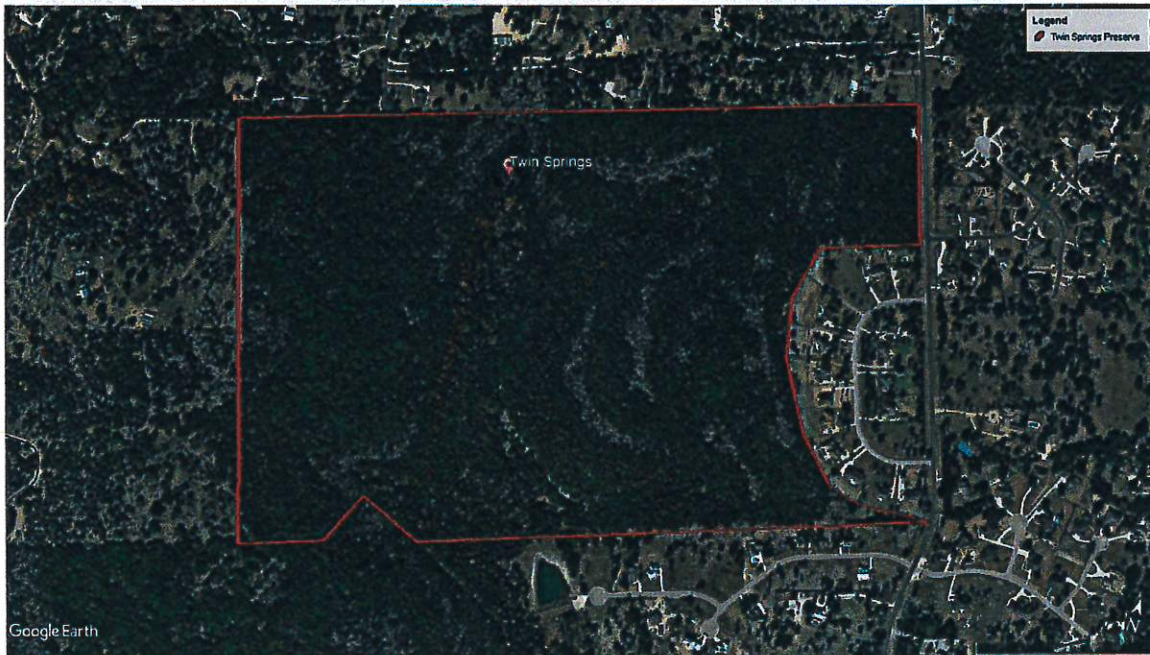


Figure 2. Twin Springs preserve (red bounded polygon) with location of the natural spring orifice indicated with red marker.

**ESTIMATED COST:** Estimate of Annual & Total Costs. Please indicated FY for each year in the space provided.

**Project Name:** Restoration of Spring Habitat Occupied by Federally Threatened Salado Salamanders (*Eurycea chisholmensis*)

**Sub-recipient:** Williamson County Conservation Foundation

Cost Categories	Federal Share (Please select one)	Applicant Share (Non-federal Match)	Total	Enter full negotiated IDC rate:
<b>YEAR 1 - FY21</b>				0.00%
Personnel				
PI/Grad Student Salaries			\$0	
Temp Asst Salaries			\$0	
Fringe Benefits			\$0	
Travel			\$0	
Equipment			\$0	
Supplies			\$0	
Contractual	\$4,200	\$1,400	\$5,600	
Miscellaneous			\$0	
Total Direct Cost	\$4,200	\$1,400	\$5,600	
Modified Total Direct Cost (MTDC)*	\$4,200		\$4,200	
Indirect Cost Rate as applied to MTDC	\$0		\$0	
Unrecovered indirect as match (if applicable)			\$0	
Total IDC	\$0		\$0	
Total (Yr 1)	\$4,200	\$1,400	\$5,600	
Total year 1 (%)	75.00%	25.00%	100.00%	
<b>YEAR 2 - FY22</b>				
Personnel				
PI/Grad Student Salaries			\$0	
Temp Asst Salaries			\$0	
Fringe Benefits			\$0	
Travel			\$0	
Equipment			\$0	
Supplies			\$0	
Contractual	\$23,445	\$7,815	\$31,260	
Miscellaneous	\$750	\$250	\$1,000	
Total Direct Cost	\$24,195	\$8,065	\$32,260	
Modified Total Direct Cost (MTDC)*	\$20,800		\$20,800	
Indirect Cost Rate as applied to MTDC	\$0		\$0	
Unrecovered indirect as match (if applicable)	\$0		\$0	
Total IDC			\$0	

Total (Yr 2)		\$24,195	\$8,065	\$32,260
	Total year 2 (%)	75.000%	25.000%	100.000%
YEAR 3 - FY23				
Personnel				
PI/Grad Student Salaries				\$0
Temp Asst Salaries				\$0
Fringe Benefits				\$0
Travel				\$0
Equipment				\$0
Supplies				\$0
Contractual		\$2,250	\$750	\$3,000
Miscellaneous				\$0
Total Direct Cost		\$2,250	\$750	\$3,000
Modified Total Direct Cost (MTDC)*		\$0		\$0
Indirect Cost Rate as applied to MTDC		\$0		\$0
Unrecovered indirect as match (if applicable)				\$0
Total IDC				\$0
Total (Yr 3)		\$2,250	\$750	\$3,000
	Total year 3 (%)	75.000%	25.000%	100.000%
GRAND TOTAL (\$)		\$30,645	\$10,215	\$40,860
GrandTotal (%)		75.000%	25.000%	100.000%

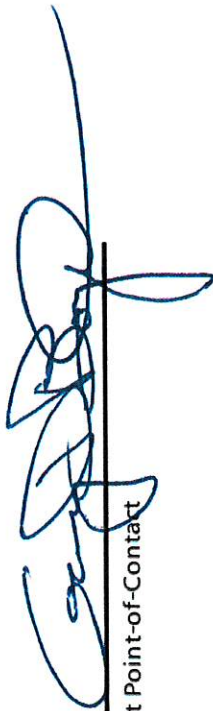
If you elect to use part of your IDC as match, please fill out the following information:	
Total amount of IDC requested for reimbursement:	\$0.00
Total amount of IDC used to meet match requirement:	\$0.00

Modified Total Direct Cost (MTDC)*MTDC is included in most, but not all, NICRA's. Please refer to your institution's NICRA to determine the base to which the IDC rate should be applied.	MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward/subcontract. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward/subcontract in excess of \$25,000.
Indirect Cost (F&A; unrecovered indirect costs may be used to meet match requirements.)	Include the currently approved Indirect Cost rate for your organization; In order to claim indirect costs you must attach a copy of the valid Indirect Cost rate agreement for your organization that was negotiated with the appropriate cognizant federal agency.



NOTE: This budget **MUST** be reviewed and approved by the pass-thru entity's designated Contract Point-of-Contact, such as a grant coordinator, a budget coordinator, or a reviewer from the Office of Sponsored Research. *If the budget indicates that part of your IDC will be waived to use as match, then the budget must be signed by the institution's official having the authority to negotiate indirect cost rates for your organization.*

X



Contract Point-of-Contact

Printed Name: Gary Boyd  
Job Title: Director, Environmental Programs  
Email: [gboyd@wilco.org](mailto:gboyd@wilco.org)  
Work Phone: 512.943.1921



Attachment B

**LANDOWNER PERMISSION FOR  
WILDLIFE RESEARCH AND INVESTIGATION**

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

By my signature below, I hereby authorize Texas Parks and Wildlife Department (Department) employees, or persons working on behalf of the Department, to enter private property I own or manage for the purpose of conducting scientific research and investigation regarding wildlife and natural resources, to record and use site specific information from the property for scientific research and investigation, and to allow public access to the information to the degree authorized below.

\_\_\_\_\_  
(Authorized scientific research, investigation, or activity)

**Release of Information (Location Specific):** I hereby further authorize the Department to store the information collected in publicly available Department databases and use the information in Department reports, maps, publications, environmental project reviews, or otherwise make the information available to the public in a manner that identifies the specific location of the private property I own or manage.

\_\_\_\_\_  
(Landowner or authorized agent)

\_\_\_\_\_  
(Date)

**OR**

**Release of Information (Non-Location Specific):** I hereby further authorize the Department to store the information collected in publicly available Department databases and use the information in Department reports, maps, publications, or otherwise make the information available to the public only in a manner that is generalized to a level that does not identify the specific location of private property I own or manage.

\_\_\_\_\_  
(Landowner or authorized agent)

\_\_\_\_\_  
(Date)

**Name and Address: (Please print legibly)**

\_\_\_\_\_  
(Name of Landowner or Authorized Agent)

\_\_\_\_\_  
(Property, Ranch, or Tract name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Home Phone)

\_\_\_\_\_  
(Office Phone) optional

\_\_\_\_\_  
(FAX) optional

\_\_\_\_\_  
(Email Address) optional

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

Vendor Invoice worksheet available electronically at: <http://www.tpwd.state.tx.us/business/grants/>

TEXAS PARKS AND WILDLIFE DEPARTMENT INVOICE					
1. VENDOR ID:		2. INVOICE DETAIL:		#	MM/DD/YY
3. RTI (if applicable):					
4. TPWD CONTRACT/AGREEMENT NUMBER:		5. CURRENT PERIOD PAYMENT AMOUNT REQUESTED:		\$0.00	
6. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):		7. FINAL INVOICE:		YES	NO
		8. ACCOUNTING BASIS:		X	CASH
					ACCRUAL
		9. TOTAL PROJECT/GRANT PERIOD:			
		a. FROM: MM/DD/YY		b. TO: MM/DD/YY	
		10. PERIOD COVERED BY THIS REPORT:			
		a. FROM: MM/DD/YY		b. TO: MM/DD/YY	
11. EXPENDITURES BUDGET CATEGORIES:	Total Contract Budget	Period Expenditures	Cumulative Expenditures (Previous Cumulative+Period Expenditures)	**Available Balance as of: MM/DD/YY	
a. Personnel/Salary	\$0.00 *	\$0.00	\$0.00	\$0.00	
b. Fringe Benefits	\$0.00 *	\$0.00	\$0.00	\$0.00	
c. Travel	\$0.00 *	\$0.00	\$0.00	\$0.00	
d. Supplies	\$0.00 *	\$0.00	\$0.00	\$0.00	
e. Equipment	\$0.00 *	\$0.00	\$0.00	\$0.00	
f. Contractual	\$0.00 *	\$0.00	\$0.00	\$0.00	
g. Other	\$0.00 *	\$0.00	\$0.00	\$0.00	
h. Total Direct Costs (Sum a - g)	\$0.00	\$0.00	\$0.00	\$0.00	
i. Indirect Costs (if allowable)	\$0.00	\$0.00	\$0.00	\$0.00	
j. Total Amount Payable (h+i)	\$0.00	\$0.00	\$0.00	\$0.00	
12. MATCH BUDGET CATEGORIES:	Total Contract Budget	Period Expenditures	Cumulative Expenditures (Previous Cumulative+Period Expenditures)	**Available Balance as of: MM/DD/YY	
a. Total Direct Costs	\$0.00 *	\$0.00	\$0.00	\$0.00	
b. Indirect Costs (if allowable)	\$0.00 *	\$0.00	\$0.00	\$0.00	
c. Local/In Kind Match	\$0.00 *	\$0.00	\$0.00	\$0.00	
d. Total Obligation Payable (Sum a-c)	\$0.00	\$0.00	\$0.00	\$0.00	
13. PERCENTAGES	Budget %	Period %	Cumulative %		
Expenditures	#DIV/0!	#DIV/0!	#DIV/0!		
Match	#DIV/0!	#DIV/0!	#DIV/0!		
<p>*List (itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories. Please attach receipts, as required, in accordance with your agreement.</p> <p>** Negative balances in any of the budget categories should be explained in a brief accompanying narrative.</p>					
<p>14. CERTIFICATION I certify to the best of my knowledge and belief that the above charges accurately represent actual expenditures incurred during the period listed, that any prior approvals required for these items under the terms and condition of the subaward have been obtained, and all claimed costs are allowable under the terms and conditions of the subaward. I further certify that the costs claimed above have not been previously reimbursed.</p>					
a. Type or Print Name and Title of Authorized Certifying Official		c. Telephone (Area code, number and extension)			
		d. Email address			
b. Signature of Authorized Certifying Official		e. Date Report Submitted (Month, Day, Year)			