

TPWD Contract Number: _____
WC Contract Number: _____
CFDA Number: 15.615

THE STATE OF TEXAS

INTERLOCAL COOPERATION CONTRACT

COUNTY OF TRAVIS

This Contract is entered into by and between the agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

I. CONTRACTING PARTIES:

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

The Performing Entity: Williamson County (WC)

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

WC shall conduct the Research and Development project entitled "Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species" 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 F21AP04181-01 titled, "Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species," under the authority of the Cooperative Endangered Species Conservation Fund Grant Program (CFDA #15.615) issued to TPWD on September 22, 2021. All publications arising from this project shall acknowledge TPWD, as well as USFWS, as funding sources for this project.

Performance Reports: WC shall submit following guidelines provided by TPWD a **Final Report on or before January 31, 2025**. The Report shall then be forwarded to USFWS, Austin for review and comments. TPWD will send revisions requested by USFWS, Austin, to the Principal Investigator for WC, who shall respond to TPWD in writing within sixty (60) days of receipt of revision request.

Reporting Schedule: WC must submit reports upon request, and no later than due dates below:

Report Title	Report Period	Due On or Before
Interim Performance Report	January 1, 2022—December 31, 2022	January 31, 2023
Interim Performance Report	January 1, 2023—December 31, 2023	January 31, 2024
Final Performance Report	January 1, 2022—December 31, 2024	January 31, 2025

Required Content: Reports must contain the following:

- The TPWD contract number.
- A comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work outline in the Project (Attachment A).
- A description of reasons why established goals were not met, if applicable.
- Any other pertinent information relevant to the Project results.

Report Format and Submission: Reports shall be presented via digital media or as specified by TPWD. Upon receipt of these reports, TPWD will review and make comments as needed. TPWD will forward any revision requests and

comments, if any, to WC's Project Coordinator (named below, Section IX) who shall respond to TPWD in writing within sixty (60) days of receipt of revision request.

Significant Developments: Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, WC must inform TPWD as soon as the following types of conditions become known:

- A. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- B. Favorable developments that enable Performing Entity to meet time schedules and objectives sooner or at less cost than anticipated, or that produce more or different beneficial results than originally planned.

Data and Analyses: All data and analyses resulting from this project, and all information regarding the project, becomes the joint property of TPWD and WC, and will be presented to TPWD in an electronic format determined by TPWD upon request, and not later than **January 31, 2025**. 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 Contract 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 WC or WC's employees, subcontractors, or subcontractor's employees during the course of performing the Work, WC 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. WC 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 Contract 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 Grant Management Standards (TxGMS). 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 TxGMS 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 TxGMS and additional state and federal rules and laws. The Parties agree that all the requirements of 2 CFR Part 200 and TxGMS apply to this Contract, including the criteria for allowable costs. Additional federal requirements apply when federal funds are included in the reimbursement.

Budget Revisions: WC 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 10 % 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 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://fmx.cpa.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: Both parties mutually agree that there will be no indirect costs associated with this project.

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

IV. CONTRACT AMOUNT:

The total reimbursable amount of this Contract shall not exceed \$ 712,146 (Seven hundred twelve thousand one hundred forty-six dollars) with the minimum match requirement of \$ 287,854 (Two hundred eighty-seven thousand eight hundred fifty-four dollars). The total contract amount is \$ 1,000,000 (One million 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:

TPWD shall pay for services received from appropriation items or accounts of TPWD from which like expenditures would normally be paid, based upon vouchers drawn by TPWD payable to WC.

For payment purposes, WC (Entity receiving payment) shall submit to TPWD (agency making payment) an invoice with WC's RTI (for funds transfer between state agencies at the Treasury) or a Purchase Voucher (for deposit in local bank account). TPWD will enter payment information into USAS. This shall be recorded by TPWD in USAS as a federal pass through, expenditure code 7612.

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%) of fiscal year funds will be held until receipt and acceptance of annual/final report by TPWD. TPWD will reimburse WC 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: wlcontracting@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 st – November 30 th	January 29 th
2nd Quarter	December 1 st - February 28 th /29 th	April 29 th
3rd Quarter	March 1 st – May 31 st	July 30 th
4th Quarter	June 1 st – August 31 st	October 30 st

Invoices submitted that cross fiscal years (9/1 – 8/31) will be returned to WC 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.

Documentation Requirements: 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.

Cost Sharing or Match: A cumulative minimum non-federal match, representing 28.79% of the total cumulative expenditures, must be documented on each invoice. Invoices submitted without the required 28.79% cumulative match will not be processed by TPWD and will be returned to submitting Entity for modification and resubmission.

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

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

VII. CONTRACT CLOSEOUT:

WC 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 TxGMS and federal requirements.

WC 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 WC. 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
Chelsea Acres
Rare and Listed Species Coordinator
Texas Parks and Wildlife Department
4200 Smith School Rd.
Austin, Texas 78744
(512) 389-4933
Chelsea.Acres@tpwd.texas.gov

TPWD Contract Point of Contact
Amy Ringstaff, CTCM, CTCD
Contract Specialist
Texas Parks and Wildlife Department
4200 Smith School Rd.
Austin, Texas 78744
(512) 389-4779
tpwd.contracting@tpwd.texas.gov

WC Project Coordinator
Joshua D. Renner
Environmental Programs Director
Williamson County Conservation Foundation
219 Perry Mayfield
Leander, Texas 78641
(512) 943-1921
josh.renner@wilco.org

WC Contract Point of Contact
Jody Cook
Williamson County Auditor's Office
710 S. Main Street, Suite 301
Georgetown, TX 78626
(512) 943-1595 (ext 31595)
Fax: (512) 943-1567
jody.cook@wilco.org

IX. TERM OF CONTRACT:

This Contract is to begin upon signature and shall terminate on December 31, 2024.

Pre-award costs as of January 1, 2022 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 WC are incurred at WC's risk.

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

This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise made available, to TPWD.

X. 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://fmx.cpa.texas.gov/fmx/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. TxGMS means Texas Grant Management Standards – the terms of which shall control for purposes of this Contract effective January 1, 2022. <https://comptroller.texas.gov/purchasing/grant-management/>
- 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.

XI. GENERAL TERMS AND CONDITIONS

Abandonment or Default: If Performing Entity defaults on the contract, TPWD reserves the right to cancel this Contract without notice.

Supplies: If Performing Entity has a residual inventory of unused supplies exceeding \$5,000 in total aggregate value, Performing Entity will notify TPWD and get instructions for disposition.

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: The Performing Entity is responsible for complying with the provisions of Chapter 552 of the Texas Government Code (Texas Public Information Act) and the Attorney General Opinions issued under that statute. If the Performing Entity receives any requests for information created pursuant to or that pertains to this contract, Performing Entity will immediately notify TPWD, no later than three (3) business days after receiving the request. No public disclosures or news releases pertaining to this contract shall be made without prior written approval of TPWD as allowed by the laws of the State of Texas.

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, USFWS, TPWD or any successor agency or federal agency with audit authority, 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.

Dispute Resolution: Any disputes arising from this Contract shall be resolved using Chapter 2009 of the Texas Government Code.

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

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

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

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

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

Termination: This Contract shall terminate upon full performance of all requirements contained in this Contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.

Termination for Default: TPWD may, by written notice of default to the Performing Entity, terminate this Contract, in whole or in part, for cause if the Performing Entity fails to perform in full compliance with the contract requirements, through no fault of TPWD. TPWD will provide a thirty (30) day written notice of termination to the Performing Entity of intent to terminate, and TPWD will provide the Performing Entity with an opportunity for consultation with TPWD prior to termination.

Upon receipt of written notice to terminate, the 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.

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 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.

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).

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, this Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification.

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.

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 E, [which the](#) Performing Entity certifies by signing the Attachment.
- b) Certifications Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying (Form DI-2010) in Attachment F, [which the Performing Entity](#) certifies by signing the Attachment.
- c) Certifications Regarding Lobbying (Form CD-512; and, if applicable, Standard Form-LLL) in Attachment G, [which the](#) Performing Entity certifies by signing the Attachment.
- d) Financial Assistance Award Terms and Conditions per <http://www.fws.gov/grants/>, to [which the](#) Performing Entity certifies by signing this Contract.

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 to TPWD, USFWS, and the State Historic Preservation Officer. The Performing Entity shall stop all operations in the area of potential effect 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.

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

Entire Agreement; Modifications: The Contract supersedes all prior agreements, written or oral, between Performing Entity and TPWD and will constitute the entire Contract and understanding between the parties with respect to the subject matter hereof. The Contract 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 Contract shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Contract shall be Travis County.

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 state or 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.

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 Contract, 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."

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.

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 Agency 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.

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.

Domestic Preferences for Procurement: As stated in 2 CFR § 200.322, and as appropriate and to the extent consistent with law, the Performing Entity 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 Entity 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).

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 200.339, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

Data Availability

- a) Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.
- b) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

- c) **Availability of Data.** The Performing Entity shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third-party evaluation and reproduction of the following:
- i. The scientific data relied upon;
 - ii. The analysis relied upon; and
 - iii. The methodology, including models, used to gather and analyze data

U.S. Fish and Wildlife Service Financial Assistance Award Terms and Conditions. The Service Financial Assistance Award Terms and Conditions posted on the Internet at <https://www.fws.gov/grants/atc.html> apply to the USFWS Subrecipient and their subrecipients and contractors.

Child Support Obligation: Performing Entity represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

Byrd Anti-Lobbying Amendment: Performing Entity certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Performing Entity to conduct such lobbying activities, Performing Entity shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), Performing Entity acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

Clean Air Act and Federal Water Pollution Control Act: Performing Entity represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Executive Head of a State Agency Affirmation: In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Performing Entity certifies that it is not (1) the executive head of TPWD, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of TPWD, or (3) a person who employs a current or former executive head of TPWD.

Open Meetings: If the Performing Entity is a governmental entity, Performing Entity represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Public Camping Ban: Performing Entity certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code §364.003. If Performing Entity is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Performing Entity must immediately disclose the lawsuit and its current posture to TPWD.

Reporting Suspected Fraud and Unlawful Conduct: Performing Entity represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

The undersigned contracting parties do hereby certify that the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected government entities.

RECEIVING AGENCY

TEXAS PARKS AND WILDLIFE DEPARTMENT

By: _____

Date: _____

DUNS: 806782256

PERFORMING ENTITY

WILLIAMSON COUNTY on behalf of WILLIAMSON
COUNTY CONSERVATION FOUNDATION

By: 
Bill Gravell (Mar 9, 2022 06:50 CST)

Date: Mar 9, 2022

DUNS: 076930049

**COOPERATIVE ENDANGERED SPECIES CONSERVATION FUND:
HABITAT CONSERVATION PLAN (HCP) PLANNING ASSISTANCE
Fiscal Year: 2021
F21AS00171**

*Amending Williamson County Regional Habitat Conservation Plan
to Cover Six Additional Species*

Benefitting:

*Georgetown Salamander (Eurycea naufragia)
Salado Salamander (Eurycea chisholmensis)
Jollyville Plateau Salamander (Eurycea tonkawae)
Tooth Cave Spider (Tayshaneta myopica)
Dragonfly Cave Mold Beetle (Batrisodes cryptotexanus)
Monarch Butterfly (Danaus plexippus plexippus)*

Submitted by:

*Williamson County, Texas and
Williamson County Conservation Foundation*

To Revise:

HCP permit # TE-181840-1

PROJECT CONTACTS

Gary Boyd
Project Director
Williamson County Conservation Foundation
219 Perry Mayfield
Leander, Texas 78641
Tel: (512) 943-1921
GBoyd@wilco.org

Rebecca Hays Barho
Nossaman LLP
816 Congress Ave., Ste. 970
Austin, Texas 78701
Tel: (512) 813-7942
Rbarho@nossaman.com

Steve Carothers, Ph.D.
SWCA Environmental Consultants
4407 Monterey Oaks Blvd.
Austin, Texas 78749
Tel: (512) 476-0891
scarothers@swca.com

Kemble White, Ph.D.
Cambrian Environmental
4422 Pack Saddle Pass, Suite 204
Austin, TX 78745
Tel: (512) 663-0156
kwhite@cambrianenvironmental.com

PROJECT NARRATIVE

This Project Narrative includes the information necessary to address the grant eligibility and evaluation, consistent with the requirements provided in the Notice of Funding Opportunity specific to the Cooperative Endangered Species Conservation Fund: HCP Planning Assistance, Fiscal Year 2021, Funding Opportunity Number F21AS00171 (Notice).

Attachments

The following attachments are included in support of this Proposal:

- Budget Detail Narrative spreadsheet, signed and dated February 26, 2021.
- Complete Standard Form (SF)-424 provided on Grants.Gov, signed and dated.
- Completed SF-424B, Assurances, signed and dated.
- Completed SF-424A, Budget Information, signed and dated.
- Eligibility information provided by Texas Parks and Wildlife Department: (1) evidence of TX Cooperative Agreement, and (2) the information necessary for the annual renewal (reconfirmation) of the Cooperative Agreement.
- Letter from Williamson County Conservation Foundation, dated February 22, 2021, regarding non-federal cost-share commitment.

A. Project Title

Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species.

B. Statement of Need

1. *Need for the proposed project relates to the purposes of the HCP Program*

Williamson County, Texas (County) and the Williamson County Conservation Foundation (Foundation) (collectively, Permittees) seek \$750,000 in federal grant funds from the Fiscal Year 2021 Cooperative Endangered Species Conservation Fund Nontraditional HCP Assistance to fund scientific research, administrative, and public outreach efforts to add five listed species—the Georgetown salamander (*Eurycea naufragia*), Salado salamander (*Eurycea chisholmensis*), Jollyville Plateau salamander (*Eurycea tonkawae*), Tooth Cave spider (*Tayshaneta myopica*), and Dragonfly Cave mold beetle (*Batrisesodes cryptotexanus*); and one candidate species, the Monarch butterfly (*Danaus plexippus plexippus*) (collectively, Proposed Species)—as covered species under the existing Williamson County Regional Habitat Conservation Plan (RHCP) (the Amendment).¹ Consistent with the purposes of the HCP Program, the Permittees are in need of federal grant funding to support efforts to amend to their existing RHCP and incidental take permit to provide for the conservation of additional federally listed and candidate species and regulatory certainty for land use activities. Amending the RHCP to include six additional species would provide for coordinated, regional conservation planning for the species, and would reduce the workload of the U.S. Fish and Wildlife Service (USFWS) by reducing the volume of Endangered Species Act (ESA) permitting and coordination required in Williamson County.

In May 2008, the Permittees submitted the RHCP in support of an incidental take permit application.² In October 2008, the USFWS issued Permit No. TE-181840-0 (Permit) to the Permittees,³ and subsequently authorized an amendment to the Permit in 2013,⁴ pursuant to section 10(a)(1)(B) of the ESA.⁵ The Permit authorizes take of four listed species: the golden-cheeked warbler (*Setophaga chrysoparia*); black-capped vireo (*Vireo atricapilla*);⁶ Bone Cave harvestman (*Texella reyesi*); and Coffin Cave mold beetle⁷ (*Batrisesodes texanus*) (collectively, Covered

¹ The Williamson County RHCP, dated August 15, 2008, is publically available at: https://www.wilco.org/Portals/0/Departments/ConservationFoundation/WilCo_RHCP_08-08-08_Opt.pdf.

² Notice of Availability: Final Environmental Impact Statement and Final Regional Habitat Conservation Plan, 73 Fed. Reg. 53,440 (Sept. 16, 2008).

³ Incidental Take Permit No. TE-181840-0, issued Oct. 2008, is publically available at: https://ecos.fws.gov/docs/plan_documents/fdoc/fdoc_2420.pdf.

⁴ Incidental Take Permit No. TE-181840-1, issued Oct. 2013 is publically available at: https://ecos.fws.gov/docs/plan_documents/fdoc/fdoc_2421.pdf.

⁵ RHCP at 1-2.

⁶ The black-capped vireo was de-listed on May 16, 2018. 83 Fed. Reg. 16228 (Apr. 16, 2018).

⁷ The Inner Space Caverns mold beetle (*Batrisesodes texanus*) was known as the Coffin Cave mold beetle at the time of listing (58 Fed. Reg. 43818-43820 [August 18, 1993]). Since that time, the species found in Coffin Cave has been identified as *Batrisesodes cryptotexanus*, which is known as the Dragonfly Cave mold beetle (Chandler and Reddell 2001, Chandler et al. 2009). It is *Batrisesodes texanus* which is authorized for take by the Permit.

Species). The RHCP already provides some degree of conservation benefits to the Proposed Species but does not provide incidental take coverage. Adding the Proposed Species to the RHCP and amending the associated Permit would ensure coordinated conservation of the Proposed Species and provide incidental take coverage for public and private activities throughout the County for the duration of the Permit. This Proposal meets the highest general program funding priorities because it will have a direct effect on the recovery of the Proposed Species and their habitats; the County and the Foundation are ready to implement the Proposal; and the funding would not only be used for scientific research and community education and outreach concerning the Amendment, but also for the development of specific conservation actions in the RHCP to be implemented by the Permittees, including measures furthering the potential for recovery of listed karst invertebrates, as outlined in the Recovery Plan for Endangered Karst Invertebrates in Travis and Williamson Counties, Texas (USFWS 1994).⁸

2. Conservation issue, problem, or opportunity to be addressed by the planning effort as well as the species to benefit

Situated on the Edwards Plateau west of the Balcones Escarpment, the County ranks among the fastest-growing counties in the United States, with population estimates indicating that 120 people move to the County each day (Torre 2019). To accommodate this increase in growth, the County regularly undertakes needed transportation infrastructure improvements, such as road building, that may affect federally listed species and their habitats. Additionally, the County must serve the needs of its ever-growing constituency for responsible economic development, sufficient public infrastructure, and open space recreational and educational opportunities. Devitt et al. (2019) indicate the County currently is home to three recognized salamander species listed as threatened (*Eurycea naufragia*, *Eurycea chisholmensis*, and *Eurycea tonkawae*) (collectively, Salamander Species). SWCA et al. (2008) indicate at least three endangered karst invertebrates (*Texella reyesi*, *Batrises texanus*, and Tooth Cave ground beetle [*Rhadine persephone*]); one bird species listed as endangered (*Setophaga chrysoparia*); other rare animal and plant species, including the Dragonfly Cave mold beetle (*Batrises cryptotexanus*); and a wide diversity of common species. USFWS (2018) indicates that *Tayshaneta myopica* is documented to inhabit the County as well. Monarch butterfly (*Danaus plexippus plexippus*) populations east of the Rocky Mountains use several migratory pathways through Canada and the United States that all merge in central Texas, including the County, before the populations continue to their overwintering grounds in Mexico (U.S. Forest Service [USFS]). Recognizing the need to sustainably accommodate its growing population while ensuring efficient and effective compliance with the ESA, the Permittees developed the RHCP and obtained the Permit in 2008, which authorizes take of the Covered Species through the associated Permit.

At the time the RHCP was approved in 2008, no salamanders occurring in the County were listed under the ESA (SWCA et al. 2008), *Tayshaneta myopica* was not thought to occur within the County (SWCA et al. 2008), and the Monarch butterfly (Monarch) had not been petitioned for

⁸ USFWS published a notice of availability of a draft recovery plan amendment which would amend the recovery criteria in the the 1994 Recovery Plan for Endangered Karst Invertebrates in Travis and Williamson Counties, Texas on January 31, 2019. 84 Fed. Reg. 790. (Jan. 31, 2019).

listing. Nevertheless, *Eurycea naufragia* received special treatment under the RHCP as an “additional species.” Pursuant to the RHCP, the Permittees have funded significant conservation, research, and educational measures benefitting *Eurycea naufragia*, with additional benefits provided to *Eurycea chisholmensis* and *Eurycea tonkawae* (collectively, the Salamander Species). Almost all of the peer-reviewed and published natural history literature for *Eurycea naufragia* and *Eurycea chisholmensis* has been funded by the Foundation (see Pierce et al. 2010, 2014; Biagas et al. 2012; McEntire and Pierce 2015; Gutierrez et al. 2018; Pierce and Gonzalez 2019; Wall et al. 2020; Jones et al. *in review*) with additional research funded for *Eurycea tonkawae* (see Adcock et al. 2016; *in review a, b*).

Since USFWS’s issuance of the Permit, the Salamander Species have been listed as threatened species under the ESA. At the time of this Proposal, the Monarch is not listed under the ESA; however, in December 2020, USFWS found that listing the Monarch under the ESA was warranted, but precluded by higher priority actions.⁹ Separately, on April 3, 2020, USFWS approved a candidate conservation agreement with assurances for the Monarch, covering certain activities such as those relating to transportation and energy infrastructure, and setting forth conservation measures providing a net conservation benefit to the species (“Monarch CCAA”) (Cardno. Inc. 2020).

Adding the Proposed Species as Covered Species under the RHCP and to the Permit will assist the Permittees in complying with ESA sections 7 and 9, 16 U.S.C. §§ 1536 and 1538, and support more effective, coordinated conservation of the Proposed Species as tremendous growth in the County continues. Additionally, adding the Proposed Species as Covered Species will conserve USFWS resources and allow the agency to focus on species and activities that have not already been addressed in a comprehensive manner.

Proceeds of the requested HCP Planning Assistance grant would initially be used to evaluate the needs, costs, and benefits of the Amendment and develop a recommendation for a locally appropriate solution for the Proposed Species and, particularly, for the Salamander Species and Monarch. Proceeds would also be used to evaluate whether to add other rare species to the RHCP as species of concern; for vetting the analysis and recommended conservation strategies with stakeholders; seeking additional biological review; developing a complete RHCP; and assisting in the preparation of National Environmental Policy Act (NEPA) documentation, if desired by USFWS. The application package would be submitted with an application for an amendment to the Permit to cover the Proposed Species.¹⁰

The Amendment would provide for the conservation of the Proposed Species in the County. For example, the Amendment would provide an efficient compliance mechanism for landowners and public entities to deal with complex endangered species issues, thereby providing greater options and certainty about future land uses. The existing RHCP has been extraordinarily successful for the currently Covered Species, has resulted in the preservation of over 900 acres of Covered

⁹ Endangered and Threatened Wildlife and Plants; 12-Month Finding for the Monarch Butterfly, 85 Fed. Reg. 81,813 (Dec. 17, 2020). In January 2021, the Center for Biological Diversity and others provided a notice of intent to sue USFWS over the agency’s failure to list the Monarch under the ESA.

¹⁰ Habitat Conservation Plans may cover non-listed species that might become listed during the term of the incidental take permit, such as the Monarch (USFWS and National Marine Fisheries Service [NMFS] 2016).

Species habitat since 2008 (Van Kampen-Lewis and White 2019), and has saved USFWS countless hours of detailed review time, due to the programmatic nature of the Permit.

3. *The negative result of taking no action*

Taking no action to amend the RHCP means that the Permittees would not receive federal grant monies in connection with the Amendment. While Permittees are committed to moving forward with an Amendment irrespective of whether they receive ESA section 6 grant monies, lack of such funds could have the following negative results. First, lack of funding could result in an Amendment that may not cover all six of the Proposed Species due to a lack of Foundation resources available to cover the costs of investigation, study, drafting, and public processes necessary to add all six species. Second, even if the Foundation were still able to cover the costs of adding all six Proposed Species, any such amendment process is likely to be slower – done at the pace at which Foundation resources become available – and could result in both piecemeal compliance with the ESA throughout the County, but also piecemeal conservation for those species until an amendment could be completed by the Permittees and processed by the Service. Piecemeal compliance with the ESA benefits neither the species nor the USFWS, which would be tasked with reviewing and approving more individual section 10(a)(1)(B) permit applications and potentially more consultations under ESA section 7. It is also possible that a slower timeframe for the Amendment would result in the loss of some conservation opportunities as the County continues to experience rapid growth.

C. Purpose

The purpose of this Proposal is to streamline regulatory approvals and provide coordinated conservation actions for the Proposed Species. Specifically, including the Proposed Species as Covered Species under the RHCP will ensure coordinated ESA compliance with respect to activities that may result in take of those species; reduce the administrative burden on the County, USFWS, project proponents, and other federal, state, and local agencies required to ensure against unauthorized take of the Proposed Species and against jeopardizing the continued existence of said species; and reduce the economic burden to individual landowners by allowing them to obtain take coverage under the County and Foundation's Permit through participation in the RHCP. Meanwhile, the RHCP will provide important scientific and conservation benefits to the Proposed Species and their habitats, including providing coordinated conservation and monitoring for the Monarch.

D. Objective

To develop and submit by October 2024 the Amendment and prepare associated NEPA documentation, if such documentation is required, necessary to amend the Permit to cover the Proposed Species. Amending the Permit and RHCP would authorize take of the Proposed Species, while providing conservation benefits to the Proposed Species and potentially others.

The proposed period of performance is January 3, 2022, through December 2024. The specific outcomes to be accomplished during the proposed period of performance are specified under the Timetable section below. *See* Section H of the Project Narrative.

E. Methods/Approach

The funding will be used for coordination among relevant public agencies and stakeholders, baseline data collection (e.g., available habitat and resources), effects analyses, stakeholder outreach, including any required under Chapter 83, preparation of the draft RHCP amendment, and coordination with USFWS to process the RHCP amendment and amendment to the Permit. Relying on the expertise of the County, Foundation, and its RHCP team, the approach to amending the RHCP and applying for a Permit amendment specifically will include at least the following tasks:¹¹

- Working with USFWS and TPWD, develop a specific scope for development of the Amendment and NEPA documentation;
- Identify and review existing scientific information about the Proposed Species' distribution, occurrence, ecology, and ongoing conservation efforts, including the Monarch CCAA, and identify conservation strategies to meet the needs of the Proposed Species and the goals of the Permittees;
- Develop a process for public input and, to the extent required by Chapter 83, establish a Citizens Advisory Committee (CAC) that would include representative interests from the community and other stakeholders, including owners of undeveloped land within the County and representatives from one or more public or private entities, potentially including, but not limited to: TPWD, Texas Department of Transportation, the County, the City of Georgetown, one or more school districts within the County, the City of Round Rock, the Master Naturalist, and others;
- Develop a process for scientific input and, to the extent required under Chapter 83, establish a Biological Advisory Team (BAT) that would include experts on the Proposed Species and conservation biology, including one member appointed by TWPD, one member appointed by landowner members of the CAC, and other local technical experts;
- Review initial results of the Amendment development process (i.e., goals, objectives, opportunities, and recommendations) and solicit comments from the CAC and BAT, if applicable;
- Particularly with respect to the Salamander Species, identify and describe actions within the County a) that are likely to result in incidental take and b) that are reasonably certain to occur

¹¹ The Permittees note that with respect to the karst invertebrates included as Proposed Species, the existing RHCP framework likely will make development of the take estimates and conservation program, including minimization and mitigation measures, significantly more efficient than development of a take and conservation framework for the Salamander Species. Similarly, the framework established under the Monarch CCAA may make development of a conservation program for the Monarch significantly more efficient. While the bulleted tasks set forth in this section do not differentiate between the Salamander Species, Monarch, or karst invertebrate species included as Proposed Species, the Permittees anticipate that some of the tasks may ultimately focus primarily on the Salamander Species and Monarch.

over the life of the Permit, and develop support for a method of assessing take of Proposed Species, including but not limited to developing appropriate surrogates where expressing the number of individual species taken is not practicable;

- With respect to the Monarch, identify and describe existing and potential habitat and consider appropriate minimization and mitigation strategies to benefit the species, including conservation measures potentially similar to those described in the Monarch CCAA, and consider establishing an appropriate surrogate and limit for take of individual Monarchs;
- With assistance from USFWS, the BAT, and CAC, as applicable, develop a mitigation program that will minimize and mitigate impacts of the take of Proposed Species to the maximum extent practicable;
- Incorporate CAC and BAT comments, if applicable, on the various components of the Amendment, and establish the general framework for the same, including covered area, solidification of list of Proposed Species, goals and objectives, likely conservation strategies, monitoring and reporting, and funding;
- In coordination with USFWS, begin the NEPA process;
- Introduce the concept of the Amendment and present the framework to the general public with public meetings and notices through local media, and solicit additional comments;
- Fine-tune Amendment framework and prepare a first draft of the Amendment, with the assistance of the CAC and BAT, as appropriate, for initial review and comment by USFWS;
- If requested, prepare the preliminary draft of NEPA document for initial USFWS review and comment;
- Prepare the second draft of Amendment and NEPA documentation addressing USFWS comments, with guidance from the CAC and BAT, if applicable;
- Hold second round of public meetings and update public notices to describe the conservation program, answer questions, and gather comments;
- Finalize the Amendment and draft NEPA document, complete the Application for Permit amendment, and submit the package of materials to USFWS for coordination and processing; and
- Provide a final report to TPWD within 30 days after completion of the last grant segment.

F. Description of Entities Undertaking the Project

The Foundation will be the primary entity responsible for carrying out the objectives, methods, and approaches described above, including working closely with the RHCP team in connection with developing the Amendment.

G. Anticipated Outcomes/Expected Results and Benefits

Amending the RHCP would likely involve the formulation of multiple approaches to the conservation of the Proposed Species, including but not limited to avoidance and minimization (e.g., through proven and defined best management practices); mitigation of potential take of the Proposed Species through preservation (including habitat preservation and potentially restoration, and/or enhancement measures); and implementation and compliance monitoring. Project success will constitute the development and submittal of an amendment to the RHCP and associated NEPA documentation, if required, by October 2024. To accomplish the project objectives, Section 6 funds will be used to:

- Develop a strategy for calculating and monitoring the potential amount of incidental take that would be authorized under the Amendment;
- Develop a strategy for avoiding and minimizing impacts to the Proposed Species and their habitats within the RHCP area, including without limitation protecting water quality for the Salamander Species to be included in the Amendment and developing measures to reduce impacts to the Monarch associated with habitat modification;
- Develop strategies for mitigating impacts of authorized take of the Proposed Species to be included in the Amendment;
- Develop a program for monitoring and reporting and adaptive management strategies specific to the Proposed Species;
- Prepare and furnish Interim and Final Reports to TPWD describing the status of the project and various aspects of the activities above as applicable, including, but not limited to, study methodology, any field research procedures and sites, a comparison of the actual accomplishments during each grant segment with the objectives of the grant as written in the proposal/scope of work; and
- Achieve compliance with the requirements for the development of regional habitat conservation plans by governmental entities pursuant to Chapter 83 of the Texas Parks and Wildlife Code (Chapter 83), as described in more detail in Section I, below.

Amending the RHCP to include the Proposed Species as Covered Species would provide a significant benefit to the Proposed Species, to ecosystem conservation, to USFWS from an administrative perspective, and to the County and its constituents, including the following:

- Providing a more holistic ecosystem-based approach to conserving the Northern Edwards Aquifer by extending conservation and management activities to both aquifer discharge and recharge features as necessary to conserve the added Salamander Species, which are spring-dwelling (this could potentially include working with one or more entities outside Williamson County to promote cooperative conservation measures applicable to the *Eurycea* spp. rangewide);
- Providing a coordinated approach to Monarch conservation, including conservation of habitat, as the County undertakes expansion of its transportation infrastructure and otherwise experiences urban growth;

- Collecting and making available to USFWS and TPWD scientific information gathered through the RHCP's monitoring and reporting programs pertaining to the status of the Proposed Species and the effectiveness of Proposed Species conservation measures;
- Providing more coordinated, long-term conservation of the Proposed Species than would otherwise be possible through a piecemeal approach, and address the identified threats to the Proposed Species through locally appropriate solutions;
- Reducing the administrative burden on USFWS by reducing the number of individual projects that must go to USFWS for project-specific review and approval;
- Reducing the burden of ESA compliance on private individuals and entities, as well as public institutions, by creating a streamlined permitting process for the Proposed Species; and
- Continuing a structure that could incorporate other community open space goals, such as compatible recreation opportunities, scenic and cultural values, and protection of water quality and quantity.

H. Timetable

Development of the RHCP amendment will be completed and a Permit application submitted to USFWS by October 2024. A schedule of project milestones that are associated with the tasks described in this grant proposal, assuming that the grant is awarded on or about June 30, 2021, are listed below.

Month/Year	Project Milestone
Jan. 2022 - Mar. 2022	Grant awarded; finalize grant contract; start work PHASE I
Mar. 2021	Task 1: With assistance from USFWS and TWPD, develop specific project scope
Mar. 2021 - May 2021	Task 2: Identify and review existing scientific information relevant to Amendment; evaluate the potential of various conservation strategies to meet County and Foundation's goals, including identifying and analyzing opportunities for protection of habitat-related resources
May 2021	Task 3: Based on Task 2, develop recommendations for initial Amendment framework
May 2021 - Jun. 2021	Task 4: Develop process for public input, convene CAC if necessary
May 2021- Jun. 2021	Task 5: Develop process for scientific input, convene BAT if necessary

July 2022 – Jan. 2023	<p>Task 6: With assistance from USFWS, TPWD, and CAC and BAT, if applicable, identify and describe actions likely to result in incidental take of Proposed Species and are reasonably certain to occur over life of the Permit, estimate take anticipated under Amendment, and develop conservation program</p> <p>Task 7: Review initial results of RHCP amendment development process and solicit comments from CAC and BAT on general framework for Amendment</p> <p>Task 8: Incorporate BAT and CAC comments, if applicable, on various components of RHCP, as well establishing other components of Amendment, including monitoring, reporting, and funding</p>
Feb. 2023 - July 2023	Task 9: Prepare initial and complete draft Amendment; provide to USFWS for review
July 2023	Task 10: Begin NEPA process; potential public meeting
Oct. 2023	Task 11: First draft of NEPA document to USFWS for review
Oct. 2023 – Jan. 2024	Task 12: Receive and incorporate comments from USFWS on first draft Amendment and NEPA document; prepare second draft of each document
Feb. 2024	Task 13: Provide second draft Amendment and NEPA document to USFWS for review
Apr. 2024	Task 14: Receive and incorporate comments from USFWS on second draft Amendment and NEPA document
May 2024 – Nov. 2024	Task 15: Potential additional public meetings and/or NEPA process; incorporate any additional comments into final draft RHCP and NEPA document
PHASE 2	
Oct. 2024	Task 16: Final draft of RHCP and NEPA documents and permit application submitted to USFWS
Dec. 2024	Task 17: Final TPWD grant report

While the Permittees have not undertaken specific steps in connection with a potential Amendment to the RHCP, the Permittees nevertheless have gathered significant data concerning the Proposed Species through RHCP-related monitoring and reporting. The Permittees anticipate that data collected from past efforts in connection with their implementation of the existing RHCP will be utilized in connection with the Amendment and activities funded through this grant, if awarded.

I. Project Location/Maps

The Amendment would cover the entirety of Williamson County, Texas (30°39'20"N, 97°35'02"W). Williamson County, Texas (30°39'20"N, 97°35'02"W), in the 31st Texas Congressional District. Field work to implement the Proposal will occur County-wide. Administrative/office activities will occur at the Foundation's offices at 219 Perry Mayfield, Leander, Texas 7864.

Below, we provide a description of the Proposed Species' ecosystem and habitat types.

1. *Salamander Species Ecosystem and Habitat Types.*

During rulemakings concerning the Salamander Species' listing status in 2013 and 2020, the USFWS described the Salamander Species' ecosystem, watershed characterization, and critical habitat types. In its 2013 listing rule for the Jollyville Plateau salamander (*Eurycea tonkawae*), the USFWS characterized the species as strictly aquatic, inhabiting surface and subsurface habitats.¹² The surface and subsurface aquatic habitats include springs and groundwater from the Trinity Aquifer, Northern Segment of the Edwards Aquifer, and local alluvial aquifers.¹³ These surface habitat types include rocky substrate with interstitial spaces and subterranean aquifers.¹⁴ As for subsurface habitats, voids between rocks underground provide cover, shelter, and foraging habitat.¹⁵ In its September 2020 listing rule for the Georgetown salamander (*Eurycea naufragia*) and Salado salamander (*Eurycea chisholmensis*), the USFWS described the ecosystem, watershed characterization, and habitat types in the agency's proposed rule of the critical habitat designation for the Georgetown and Salado salamanders.¹⁶ According to the USFWS, Georgetown and Salado salamanders occur in spring and stream ecosystems in surface and subsurface areas.¹⁷ These surface habitat types include water from the northern segment of the Edwards Aquifer, rocky substrate with interstitial spaces, the spring environment, and subterranean aquifers.¹⁸ Subsurface habitats also include water from the northern segment of the Edwards Aquifer, and subsurface spaces. For additional information on the Salamander Species, please refer to the species' final listing rules and the final critical habitat designation for the Jollyville Plateau salamander (*Eurycea tonkawae*).

2. *Monarch Butterfly ecosystem and habitat types.*

On December 17, 2020, the USFWS issued 12-month finding on a petition to list the Monarch.¹⁹ The finding describes the Monarch's habitat as overwintering sites with nectar and clean water sources located nearby.²⁰ The Monarch (*Danaus plexippus*) Species Status Assessment Report (SSA) indicates that in southwestern states, migrating monarchs tend to occur more frequently near water sources such as rivers, creeks, roadside ditches, and irrigated gardens. Additional information on the species' ecosystem and habitat needs may be found in the SSA.

¹² Endangered and Threatened Wildlife and Plants; Designation of Critical Habitat for the Austin Blind and Jollyville Plateau Salamanders, 78 Fed. Reg. 51327, 51342 (Sept. 19, 2013) (codified at 50 C.F.R. § 17.11(h)).

¹³ *Id.* at 51342.

¹⁴ *Id.*

¹⁵ *Id.*

¹⁶ Endangered and Threatened Wildlife and Plants; Designation of Critical Habitat for the Georgetown and Salado Salamanders, 85 Fed. Reg. 57578 (proposed Sept. 15, 2020).

¹⁷ *Id.* at 57584-57586.

¹⁸ *Id.*

¹⁹ Endangered and Threatened Wildlife and Plants; 12-Month Finding for the Monarch Butterfly, 85 Fed. Reg. 81813 (Dec. 17, 2020).

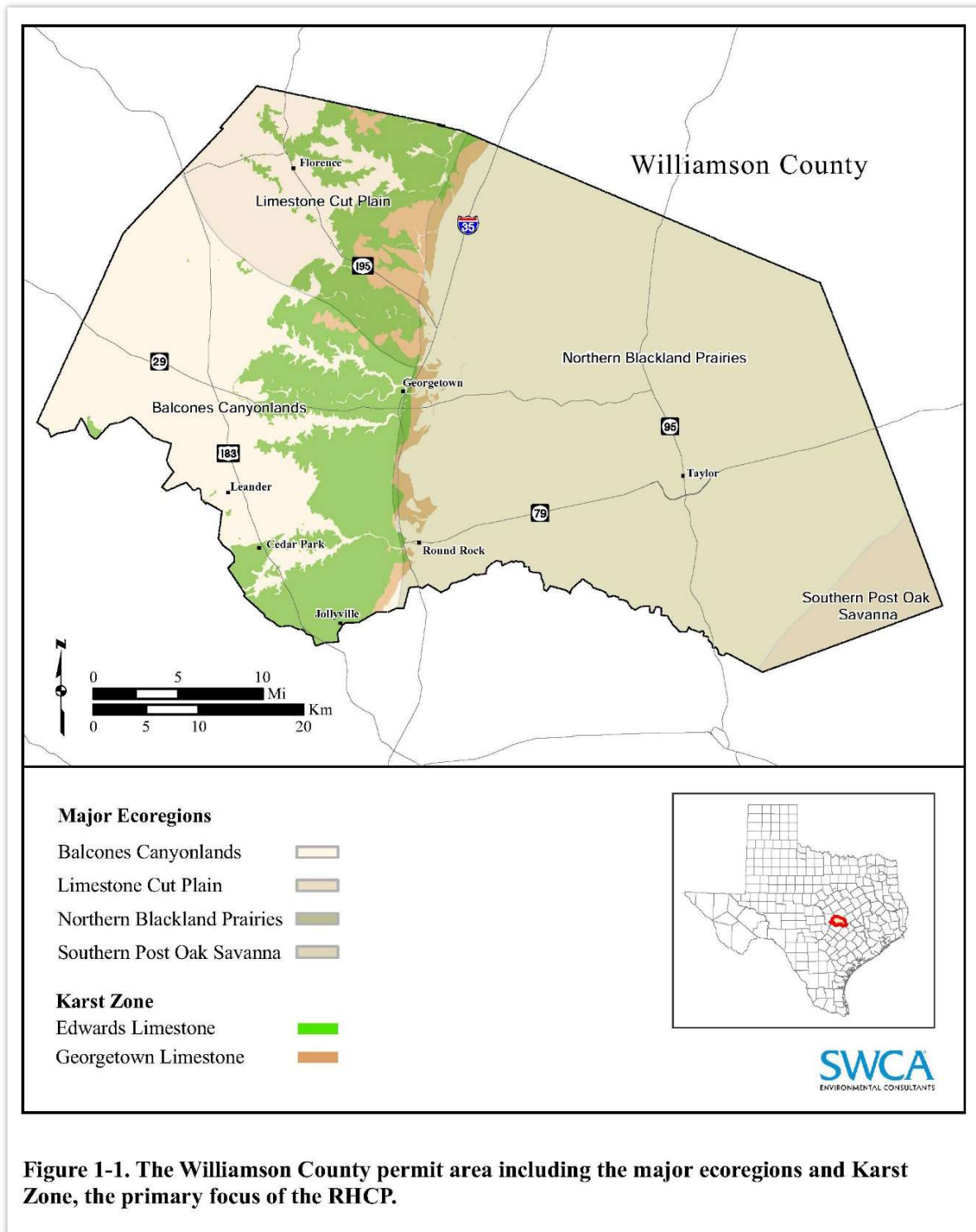
²⁰ *Id.* at 81814.

3. *Tooth Cave Spider ecosystem and habitat types.*

The hydrogeological evolution of the Edwards Aquifer occurred contemporaneously with the biological evolution of a diverse community of troglobitic species within caves in the aquifer outcrop. Humid cave environments with stable temperatures were exploited by populations of surface invertebrates that did not require sunlight to complete their lifecycles. Isolation of these populations, commonly due to climate change at the surface, lead to endemic species with troglomorphic characteristics including elongated appendages, loss or reduction of eyes, and metabolic adaptations to life with a lean diet. As obligate cave-dwellers they cannot leave the cave environmental and depend on the introduction of nutrients from the surface. Nutrients can enter the deep cave environment in the form of plant roots, leaf litter and other organic debris washed into the cave, or actively in the form of trogloneic organisms that forage or shelter in caves such as small mammals, cave crickets, and bats. Cave habitat depends on continued infiltration of undegraded surface water into the cave. As extensions of surface ecology cave ecosystems also rely on the health of the surface plant and animal communities. The Tooth Cave spider presumably preys on microarthropods (USFWS 2011).

4. *Dragonfly Cave Mold Beetle ecosystem and habitat types.*

The hydrogeological evolution of the Edwards Aquifer occurred contemporaneously with the biological evolution of a diverse community of troglobitic species within caves in the aquifer outcrop (USFWS 2011). Humid cave environments with stable temperatures were exploited by populations of surface invertebrates that did not require sunlight to complete their lifecycles. Isolation of these populations, commonly due to climate change at the surface, lead to endemic species with troglomorphic characteristics including elongated appendages, loss or reduction of eyes, and metabolic adaptations to life with a lean diet. As obligate cave-dwellers they cannot leave the cave environmental and depend on the introduction of nutrients from the surface. Nutrients can enter the deep cave environment in the form of plant roots, leaf litter and other organic debris washed into the cave, or actively in the form of trogloneic organisms that forage or shelter in caves such as small mammals, cave crickets, and bats. Cave habitat depends on continued infiltration of undegraded surface water into the cave. As extensions of surface ecology cave ecosystems also rely on the health of the surface plant and animal communities. The Tooth Cave Spider presumably preys on microarthropods. The Dragonfly Cave mold beetle presumably scavenges on decaying organic matter.



J. Information to support environmental compliance review requirements

In order to assist the Service in evaluating this Proposal, Permittees provide the following information relevant to compliance with NEPA, ESA, and the National Historic Preservation Act (NHPA).

- **NEPA Compliance.**

In 2009, USFWS evaluated its proposed issuance of the Permit to Permittees pursuant to environmental impact statement (EIS) under NEPA.²¹ USFWS concluded that review and issued a record of decision on April 14, 2009.²² Permittees anticipate that the EIS previously prepared by USFWS will be useful to the agency as it prepares NEPA documentation in connection with the Amendment.

- **ESA Compliance.**

Federally-listed endangered and threatened species will not be affected by the development of an RHCP amendment or submission of an application for a Permit amendment; however, should USFWS ultimately grant the Permit amendment, take of listed species would be authorized under such amendment. The Permittees expect USFWS to engage in an intra-agency consultation (formal or informal) pursuant to ESA section 7 in connection with its review and potential action on the Permittees' Application for a Permit amendment.

Permittees note that the RHCP and Permit (TE-181840-1) currently are in good standing, and have resulted in significant benefits to Covered Species and other species addressed by the RHCP. Additionally, Permittees have for years enjoyed a positive working relationship with the local USFWS office and look forward to continuing on in such a relationship.

- **National Historic Preservation Act (NHPA) Compliance.**

Permittees would seek to coordinate with USFWS to assist in complying with the NHPA in connection with the Amendment.

- **Other Federal Permits.**

There are no other federal permits required in order to apply for or be granted an Amendment.

Because this project comprises of developing an RHCP amendment in support of a Permit amendment, work under this grant is not anticipated to involve ground-disturbing activities or to affect water quality or wetlands, or air quality. Nevertheless, the Permittees are committed to obtaining all necessary authorizations from the relevant federal agencies for impacts to listed species and other federal resources that may occur under the amended Permit, should the amendment be granted.

RELATIONSHIP WITH OTHER GRANTS

²¹ Regional Habitat Conservation Plan, Williamson County, TX, 74 Fed. Reg. 17211 (Apr. 14, 2009).

²² 74 Fed. Reg. 17,211 (April 14, 2009).

The Foundation has previously received several non-traditional Section 6 grants for conservation of the Species and other listed species covered under the existing RHCP. The RHCP was developed using ESA section 6 Habitat Conservation Planning Assistance grants (\$200,000 in FY 2003 and \$1,005,000 in FY 2004), for the benefit of the Covered Species, along with 24 additional rare, endemic, and/or listed species, including *Eurycea naufragia*, *Eurycea chisholmensis*, *Eurycea tonkawae*, and *Rhadine persephone*. The Foundation acquired a 42-acre tract (Beck Preserve) for the conservation of one or more karst invertebrate species, including *Texella reyesi*, using a section 6 Habitat Conservation Plan Land Acquisition grant awarded in FY 2004. In 2007, the Foundation acquired by conservation easement approximately 64.4 acres (Northern Cobb Preserve) of the northern portion of Cobb Ranch for the benefit of *Texella reyesi*, *Batrisesodes texanus*, four other rare karst invertebrates, *Vireo atricapilla*, *Setophaga chrysoparia*, and *Eurycea naufragia*, through the use of FY 2005 section 6 Recovery Land Acquisition grant funds.

EVALUATION CRITERIA

Consistent with Sections D2 and E1 of the Notice, this Proposal addresses and organizes the criteria specified in Section E1 to facilitate application review and scoring.²³ Furthermore, this Proposal includes information on species as defined under Section A of the Notice.²⁴

1. Number of Listed and Candidate Species Benefited.

This Application proposes to benefit six species—five of which are currently listed and one that is currently a candidate species:

- Georgetown Salamander (*Eurycea naufragia*)
- Salado Salamander (*Eurycea chisholmensis*)
- Jollyville Plateau Salamander (*Eurycea tonkawae*)
- Tooth Cave Spider (*Tayshaneta myopica*)
- Dragonfly Cave mold beetle (*Batrisesodes cryptotexanus*)
- Monarch butterfly (*Danaus plexippus plexippus*)²⁵

2. Number of At-Risk Species Benefited.

This Application does not currently propose to address at-risk species.

3. Magnitude of Conservation Benefit.

²³ Notice at 8, 16-19.

²⁴ *Id.* at 8.

²⁵ Consistent with the Notice's definition for a candidate species, the monarch butterfly (*Danaus plexippus plexippus*) qualifies as a "candidate species." Notice at 3. On December 17, 2020, the USFWS issued a notice finding that listing the Monarch "as an endangered or threatened species is warranted but precluded by higher priority actions to amend the Lists of Endangered and Threatened Wildlife and Plants." Endangered and Threatened Wildlife and Plants; 12-Month Finding for the Monarch Butterfly, 85 Fed. Reg. 81813 (Dec. 17, 2020). Although the current list of candidate species does not include the Monarch, USFWS notes that it "will be added to the candidate list[.]" 85 Fed. Reg. at 81819.

This Application to amend the RHCP will result in a major benefit to several of the Proposed Species. The table below describes the anticipated benefits to each Proposed Species.

Covered Species	Expected Benefits	Degree of Benefit (low, medium, high)	Justification**
Georgetown Salamander	Preservation, monitoring, and management of multiple known sites for the species; continued funding of research to better understand species' life-cycle; continued coordination of Permittees with governments and private entities on measures to reduce impacts to species across its range.	High	<p>One hundred percent of the species' known range would be covered by the Amendment as depicted in the range shown by Devitt et al. (2019).</p> <p>Alternatively, all three <i>Eurycea</i> species proposed for coverage in the Amendment occupy the unconfined zone of the Northern Segment of the Edwards Aquifer as shown by the Texas Water Development Board (TWDB 2021), approximately 64% of which occurs within the Plan Area.</p>
Salado Salamander	Preservation, monitoring, and management of multiple known sites for the species; continued funding of research to better understand species' life-cycle; continued coordination of Permittees with governments and private entities on measures to reduce impacts to species across its range.	High	<p>Approximately 86 percent of the species' known range would be covered by the Amendment as depicted in the range shown by Devitt et al. (2019).</p> <p>Alternatively, all three <i>Eurycea</i> species proposed for coverage in the Amendment occupy the unconfined zone of the Northern Segment of the Edwards Aquifer as shown by the TWDB (2021), approximately 64% of which occurs within the Plan Area.</p>
Jollyville Plateau Salamander	Preservation, monitoring, and management of multiple known sites for	Medium	Approximately 64% percent of the species' known range would be covered by the Amendment

Covered Species	Expected Benefits	Degree of Benefit (low, medium, high)	Justification**
	the species; continued funding of research to better understand species' life-cycle; continued coordination of Permittees with governments and private entities on measures to reduce impacts to species across its range.		as depicted in the range shown by Devitt et al. (2019). Alternatively, all three <i>Eurycea</i> species proposed for coverage in the Amendment occupy the unconfined zone of the Northern Segment of the Edwards Aquifer as shown by the TWDB (2021), approximately 64% of which occurs within the Plan Area.
Tooth Cave Spider	Preservation, monitoring, and management of multiple known sites for the species; continued funding of research to better understand species' life-cycle; continued coordination of Permittees with governments and private entities on measures to reduce impacts to species across its range.	Low	Approximately 5% percent of the species' known range would be covered by the Amendment as depicted in the range considered by USFWS (2018a).
Dragonfly Cave mold beetle	Preservation, monitoring, and management of many known sites for the species; continued funding of research to better understand species' life-cycle; continued coordination of Permittees with governments and private entities on measures to reduce impacts to species across its range.	High	One hundred percent of the species' known range would be covered by the Amendment as depicted in the range considered by USFWS (2018a).
Monarch Butterfly	Preservation, participation, monitoring, and management of habitat areas within the county;	Low	Monarchs within the County will experience benefits from measures taken in connection with Amendment; however,

Covered Species	Expected Benefits	Degree of Benefit (low, medium, high)	Justification**
	coordination with governments and private entities on measures to reduce impacts to species within the County.		because the species' range encompasses a substantial portion of the United States, the benefit as defined by the NFO would be "low."

4. Size of Plan Area.

This Application proposes to cover a plan area of approximately 725,800 acres—the entirety of Williamson County, Texas.

5. Stakeholder Participation.

Permittees anticipate a number of individuals and entities will contribute to the development of the Amendment. At this time, Permittees anticipate approximately five entities or groups of individuals would offer significant contribution to the Amendment. Pursuant to state law, Permittees would convene a citizens' advisory committee and biological advisory team made up of multiple individuals from within and outside the County. Members of the biological advisory team would include experts on the species as well as a representative from TPWD. Permittees anticipate that the biological advisory team would consist of at least three members, but likely would include five or more. Additionally, Permittees would convene a citizens' advisory committee made up of landowners from within the County. Permittees anticipate there would be no fewer than seven members of the citizens' advisory committee. Consistent with Section E.1.5. of the Notice, this Application identifies the specific contribution to the HCP development for each stakeholder or stakeholder group. Notice at 18. At this time, Permittees anticipate they will be responsible for the entirety of the 25 percent non-federal cost share.

Stakeholder/Partner Name	Contribution to Plan Preparation
TPWD ²⁶	<p>In accordance with Chapter 83 of the Texas Parks and Wildlife Code, serve as a voting member on the Citizens Advisory Committee (CAC) (described in greater detail below).</p> <p>In accordance with Chapter 83 of the Texas Parks and Wildlife Code, serve as presiding officer for the Biological Advisory Team (BAT) (described in greater detail below).</p> <p>Serve as grant administrator.</p>

²⁶ The Foundation understands that under the criteria set forth in section E.1.5 of the Notice, TPWD normally would not qualify as a stakeholder for the purpose of the Application. However, the Foundation felt it important to highlight the role TPWD must take in developing the Amendment pursuant to state law.

City of Georgetown, TX	Participate in public processes and advise Permittees in connection with RHCP amendments, particularly as it concerns the Georgetown salamander and other species occurring within City limits.
Texas Department of Transportation	Participate in public processes and advise Permittees in connection with RHCP amendments, particularly as it concerns transportation planning and interfacing with RHCP.
Other cities within Williamson County	Permittees anticipate that one or more additional cities from within Williamson County would advise Permittees in connection with the Amendment, including on aspects relating to future transportation and infrastructure needs, as well as available conservation opportunities. These cities could include, but are not limited to, the City of Cedar Park and the City of Leander.
Citizens Advisory Committee members (likely to include seven or more members)	In accordance with Chapter 83 of the Texas Parks and Wildlife Code, advise permittees with respect to landowner and policy issues relevant to the Amendment.
Biological Advisory Team (likely to include five or more members)	In accordance with Chapter 83 of the Texas Parks and Wildlife Code, assist in calculation of potential take of Covered Species and size and configuration of any Covered Species preserves.

6. Initiation or Completion of a Planning Effort.

This Application has been submitted in support of initiating the Amendment. Under Section E.2.6. of the Notice, applications to support the initiation or completion of an HCP amendment will be prioritized. Notice at 18. The Amendment has not been previously funded, including within the previous fiscal year; although, as described above, the development of the RHCP itself was funded partially through ESA section 6 monies.

7. Readiness of State to Proceed.

Please refer to the project timetable provided above under Section H of the Project Narrative. In accordance with Section E.2.7. of the Notice, the Permittee requests a period of performance that is greater than two years. Notice at 19.

8. Voluntary non-federal cost-share commitment.

This Application includes a non-Federal cost-share greater than 25 percent, as reflected in the budget included in this Proposal. A letter of commitment is attached hereto, which provides additional details concerning the amount of matching funds and services to be contributed to this Amendment within the project timeframe, including estimates of salary costs.

9. Data management and sharing.

The Permittees will continue to coordinate with USFWS on the monitoring and recovery efforts on the existing RHCP and will continue to share data and results with USFWS. Permittees have a long history of close coordination with USFWS on myriad ESA issues within the County. As they do under the existing RHCP, Permittees would continue to share the results of surveys and monitoring efforts with USFWS, and will also, from time to time, publish such results in peer reviewed literature. Indeed, since the Georgetown and Salado salamanders were first described in 2000, the Foundation has funded eight of the nine peer-reviewed publications on the ecology and conservation of the species. Permittees also anticipate they would continue to assist USFWS in maintaining accurate databases regarding species' taxonomy and other issues. For example, Permittees have provided voucher species to USFWS, including specimens for genetic studies on listed karst invertebrates. Permittees have also allowed USFWS and others access to caves maintained by Permittees to assist in ensuring that USFWS maintains best available data for the species.

The coordinated approach in managing and sharing data and scientific information will help inform future decision-making to preserve and conserve the Proposed Species.

10. Secretarial Priorities for Federal Financial Assistance

This Application demonstrates alignment with the Secretarial Priorities to (1) restore trust with local communities and (2) strike a regulatory balance. Notice at 3-4.

Restoring trust with local communities. Local communities in Central Texas have been impacted by restrictions placed on development because of the presence of ESA-listed species or listed species habitat. Without streamlined permitting and ESA compliance options, important transportation, infrastructure, and other projects often experience delays and significant increases in cost. As a result, local communities sometimes hold a negative view of the purpose and impact of the ESA. It has been Permittees' experience that the RHCP has assisted landowners and others within Williamson County in understanding the importance of the ESA. Importantly, Permittees believe that the availability of a streamlined ESA permitting mechanism—and one that is run locally—has increased ESA compliance beyond that which may have occurred otherwise. Under the RHCP, the Permittees have also increased community awareness of the ESA through educational and other programs. Permittees are proud of all educational and other programs associated with the RHCP, but two results are of particular note: the high RHCP participation rate and the successful development and implementation of a 4(d) rule relating to the Georgetown and Salado salamanders. When Permittees were developing the RHCP, they anticipated a participation rate from the regulated community of approximately 10 percent. In practice, this rate has been between 30 and 40 percent—a significant portion of development within the County. In response to the pending listing of the Georgetown and Salado salamanders, Permittees worked closely with the City of Georgetown and USFWS to find a framework for salamander preservation that would also allow reliable ESA compliance options for those within the City of Georgetown and its ETJ. This framework ultimately was given approval via the Final 4(d) Rule for the Georgetown Salamander.²⁷

Striking a regulatory balance. The availability of a locally focused, streamlined mechanism for ESA permitting encourages landowners and others to comply with the ESA. Under the existing RHCP, project proponents in Williamson County may obtain ESA section 10 coverage in a matter of weeks, whereas obtaining an individual permit from USFWS often can take a year or more. Additionally, because of the potential reduction in individual ESA section 10 permit applications, the workload of the local USFWS is reduced, allowing local staff to focus on other permitting and compliance efforts within the region.

The Amendment will also serve to increase scientific knowledge of the Proposed Species. To “ensure that ESA decisions are based on strong science and thorough analysis,” the Permittees propose to identify and review existing scientific information about the Proposed Species' distribution, occurrence, ecology, conservation strategies, and ongoing conservation efforts to benefit the Proposed Species. *See* Notice at 4. As noted in the “Methods/Approach” Section above, the Permittees seek to develop scientific input from USFWS, the BAT, experts on the Proposed Species and conservation biology, and other local technical experts. This scientific information

²⁷ 80 Fed. Reg. 47,418 (Aug. 7, 2015).

will help guide decisions concerning species preservation, minimization of impacts to the species, public outreach, and other aspects of species conservation.

OVERLAP OR DUPLICATION OF EFFORT STATEMENT

There are no overlaps or duplication between this Application and any of our other Federal applications or funded projects, including in regards to activities, costs, or time commitment of key personnel.

LITERATURE CITED

- Adcock, Z.C., A. Parandhaman, W.W. Keitt, and M.R.J. Forstner. (*in review a*). Natural History Note. *Eurycea tonkawae* response to spring drying. Submitted to Herpetological Review.
- Adcock, Z.C., A.V. Gomez, W.W. Keitt, D. Hahn, and M.R.J. Forstner. 2016. Population trends, annual ecology, habitat evaluation, and disease prevalence for federally threatened Jollyville Plateau Salamanders (*Eurycea tonkawae*) in Williamson County, Texas. Report prepared for the Williamson County Conservation Foundation. 87Pp.
- Adcock, Z.C., K. White, A. Villamizar Gomez, A.E. Wall, R. Jones, and M.R.J. Forstner. (*in review b*). Persistence of federally threatened Jollyville Plateau Salamanders (*Eurycea tonkawae*) at a highly modified urban spring with comments on management implications. Submitted to Herpetological Conservation and Biology.
- Biagas, T.D., A.S. Hall, A.L. Ritzer, and B.A. Pierce. 2012. Time of day does not affect detection in visual-encounter surveys of a spring-dwelling salamander, *Eurycea naufragia*. The Southwestern Naturalist 57:162–165.
- Cardno. Inc. 2020. Nationwide Candidate Conservation Agreement for monarch butterfly on energy and transportation lands— An integrated Candidate Conservation Agreement with Assurances (CCAA) and Candidate Conservation Agreement (CCA). Prepared for The Monarch CCAA/CCA Development Advisory Team and the Energy Resources Center at the University of Illinois at Chicago. Fitchburg, WI.
- Chandler, D. S., and J. R. Reddell. 2001. A review of the ant-like litter beetles found in Texas caves (Coleoptera: Staphylinidae: Pselaphinae). *Texas Memorial Museum Speleological Monographs* 3: 115-128.
- Chandler, D. S., J. R. Redell, and P. Paquin. 2009. New cave Pselaphinae and records from Texas, with a discussion of the relationships and distributions of the Texas troglobitic Pselaphinae (Coleoptera: Staphylinidae: Pselaphinae). *Texas Memorial Museum Speleological Monographs* 7: 125-140.
- Devitt T.J., A.M. Wright, D.C. Cannatella, D.M. Hillis. 2019 Species delimitation in endangered groundwater salamanders: Implications for aquifer management and biodiversity conservation. *Proceedings of the National Academy of Sciences* 116(7): 2624-33.

- Gutierrez, A.M., S.T. Guess, and B.A. Pierce. 2018. Within-spring movement of the Georgetown Salamander (*Eurycea naufragia*). *Herpetological Conservation and Biology* 13:383–390.
- Jones, R., Z.C. Adcock, and K. White. (in review). Natural History Note. *Eurycea naufragia* predation. Submitted to *Herpetological Review*.
- McEntire, K.D. and B.A. Pierce. 2015. *Eurycea naufragia* (Georgetown Salamander) behavior. *Herpetological Review* 46:409.
- Pierce, B.A., and D.R. Gonzalez. 2019. Frequency and ecology of tail loss in populations of the Georgetown Salamander (*Eurycea naufragia*). *Journal of Herpetology* 53:81–86.
- Pierce, B.A., J.L. Christiansen, A.L. Ritzer, and T.A. Jones. 2010. Ecology of Georgetown salamanders (*Eurycea naufragia*) within the flow of a spring. *The Southwestern Naturalist* 55:291–297.
- Pierce, B.A., K.D. McEntire, and A.E. Wall. 2014. Population size, movement, and reproduction of the Georgetown Salamander, *Eurycea naufragia*. *Herpetological Conservation and Biology* 9:137–145.
- SWCA Environmental Consultants; Smith, Robertson, Elliott, Glen, Klein & Bell, LLP; Prime Strategies Inc., Texas Perspectives, Inc. 2008. Williamson County Regional Habitat Conservation Plan. Prepared for the Williamson County Conservation Foundation and The Honorable Lisa Berkman.
- Torre, M. (2019, January 18). *Austin growing by 35 people a day, Hays and WilCo growing by 120*. KEYE. <https://cbsaustin.com/news/local/austin-growing-by-35-people-a-day-hays-and-wilco-growing-by-120>.
- TWDB. 2021. Edwards (Balcones Fault Zone) Aquifer— Interactive map. Available online at: <https://www.twdb.texas.gov/groundwater/aquifer/majors/edwards-bfz.asp> Accessed February 2021.
- U.S. Fish and Wildlife Service. 2011. Karst invertebrate habitat requirements. https://www.fws.gov/southwest/es/Documents/R2ES/Bexar_RP_Habitat_module.pdf Austin Ecological Field Services Office. Austin, Texas.
- U.S. Fish and Wildlife Service (USFWS). 1994. Recovery Plan for Endangered Karst Invertebrates in Travis and Williamson Counties, Texas. Albuquerque, New Mexico. 154 pp.
- U.S. Fish and Wildlife Service (USFWS). 2013. Endangered and threatened wildlife and plants; determination of endangered species status for the Austin Blind salamander and threatened species status for the Jollyville Plateau salamander throughout their ranges; final rule. *Federal Register* 78:51278–51326.
- USFWS. 2014. Endangered and threatened wildlife and plants; determination of threatened species status for the Georgetown Salamander and Salado Salamander through their ranges; final rule. *Federal Register* 79:10236-10293.

- USFWS. 2018. Tooth Cave Spider (*Tayshaneta myopica*=*Neoleptoneta myopica*) 5-Year Review: Summary and Evaluation. Austin Ecological Services Field Office. Austin, Texas.
- USFWS and National Marine Fisheries Service (NMFS). 2016. Habitat conservation planning and incidental take permit processing handbook. Washington, D.C.
- U.S. Forest Service (USFS). 2020. Monarch Butterfly Migration and Overwintering. https://www.fs.fed.us/wildflowers/pollinators/Monarch_Butterfly/migration/index.shtml. Accessed June, 2020.
- Van Kampen-Lewis, S., and K. White. 2019. Preserve Descriptions of Land Maintained by the Williamson County Conservation Foundation under the Williamson County Regional Habitat Conservation Plan. Prepared for the Williamson County Conservation Foundation.
- Wall, A.E., Z.C. Adcock, R. Jones, K. White. 2020. Natural History Note. *Eurycea naufragia* morphology. Herpetological Review 51(1):93.

ESTIMATED COST: 1,000,000
Project Name: Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species
Sub-recipient: Williamson County

Cost Categories (FY runs Sept. 1 through Aug. 31)	Federal Share (Please select one)	Applicant Share (Non-federal Match)	Total
YEAR 1 - FY 2022			
Personnel			
PI/Grad Student Salaries		\$16,824	\$16,824
Temp Asst Salaries			\$0
Fringe Benefits			\$0
Travel			\$0
Equipment			\$0
Supplies			\$0
Contractual	\$237,382	\$79,127	\$316,509
Miscellaneous			\$0
Total Direct Cost	\$237,382	\$95,951	\$333,333
Modified Total Direct Cost (MTDC)*			\$0
Indirect Cost Rate as applied to MTDC			\$0
Unrecovered indirect as match (if applicable)			\$0
Total IDC			\$0
Total (Yr 1)	\$237,382	\$95,951	\$333,333
Total year 1 (%)	71.21%	28.79%	100.00%
YEAR 2 - FY 2023			
Personnel			
PI/Grad Student Salaries		\$16,824	\$16,824
Temp Asst Salaries			\$0
Fringe Benefits			\$0
Travel			\$0
Equipment			\$0
Supplies			\$0
Contractual	\$237,382	\$79,127	\$316,509
Miscellaneous			\$0
Total Direct Cost	\$237,382	\$95,951	\$333,333
Modified Total Direct Cost (MTDC)*			\$0
Indirect Cost Rate as applied to MTDC			\$0
Unrecovered indirect as match (if applicable)			\$0
Total IDC			\$0
Total (Yr 2)	\$237,382	\$95,951	\$333,333
Total year 2 (%)	71.21%	28.79%	100.00%
YEAR 3 - FY 2024			
Personnel			
PI/Grad Student Salaries		\$16,824	\$16,824
Temp Asst Salaries			\$0
Fringe Benefits			\$0
Travel			\$0
Equipment			\$0
Supplies			\$0
Contractual	\$237,382	\$79,127	\$316,509
Miscellaneous			\$0
Total Direct Cost	\$237,382	\$95,951	\$333,333
Modified Total Direct Cost (MTDC)*			\$0
Indirect Cost Rate as applied to MTDC			\$0
Unrecovered indirect as match (if applicable)			\$0
Total IDC			\$0
Total (Yr 3)	\$237,382	\$95,951	\$333,333
Total year 3 (%)	71.21%	28.79%	100.00%
GRAND TOTAL (\$)	\$712,146	\$287,854	#####
GrandTotal (%)	71.21%	28.79%	100.00%

Enter full negotiated IDC rate:	
------------------------------------	--

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)* <i>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.</i>	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
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

Bill Gravell (Mar 9, 2022 06:50 CST)

Printed Name:
Job Title:
Email:
Work Phone:

Cost Categories	Justification
PI/Grad Student Salaries	The Williamson County Conservation Foundation (Foundation) anticipates providing 10% of the requested award to compensate Foundation staff performing work on the Amendments. Foundation anticipates two full time staff members will spend 10% of their time on the Amendment.
Temp Asst Salaries	N/A
Fringe Benefits	N/A
Travel	N/A
Equipment	N/A
Supplies	N/A
Contractual	Currently, the Foundation anticipates that 90% of the work will be performed by its contractors and consultants. These tasks include but are not limited to contractual or consulting services that will primarily responsible for researching, negotiating, and preparing project documentation, including without limitation the habitat conservation plan (HCP), preliminary draft National Environmental Policy Act (NEPA) documentation, any required local notices to be published in newspapers and similar publications, running public meetings, if any, that may be required under State law, and meeting with the U.S.
Miscellaneous	N/A
Indirect Costs	N/A

**Any federal award resulting from this budget is not justification for any sole source purchase(s) to be made on the project.*

Cost Categories	Guidelines
PI/Grad Student Salaries	List the PI/Grad Student(s) that will be performing work on this project. Give salaries and amount of time to be spent on the project by each individual. MUST equal total amount given for each year's salary line item.
Temp Asst Salaries	List any known temporary assistant(s) that will be performing project on this project. Give salaries and amount of time to be spent on the project by each individual. MUST equal total amount given for each year's salary line item.
Fringe Benefits	List estimate of fringe rate for each of the salary categories.
Travel	Indicate rates used and/or how travel costs were calculated. Include/link to agency travel policy. Identify what travels costs are for; if travel will be done for trainings and/or professional meetings, please include that information in this line item's justification.
Equipment	List those tangible items having a useful life of more than one year and a per-unit cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. Include the cost and useful life for each piece of equipment.
Supplies	List examples of supplies to be purchased that are needed to perform the work on this project.
Subaward (Contractual)	List subawards/contracts (names and amounts) that will be made by your organization with other entities to perform work on this project.
Miscellaneous	List expenditures that do not fall under previously listed direct cost categories or within the calculation of your organization's IDC rate.
Indirect Costs	Provide a statement about how MTDC was calculated. If voluntarily waiving IDC to use as match, please indicate the amount (\$ or %), and fill in the IDC statement box below the budget table on the previous sheet.



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:		#	
3. RTI (if applicable):				MM/DD/YY	
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
		9. TOTAL PROJECT/GRANT PERIOD:			
		10. PERIOD COVERED BY THIS REPORT:			
		a. FROM: MM/DD/YY		b. TO: MM/DD/YY	
		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.</p> <p>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)		