

SOUTHERN EDWARDS PLATEAU HABITAT CONSERVATION PLAN
ENDANGERED SPECIES ACT
INCIDENTAL TAKE PERMIT ANNUAL REPORT
FOR FY 2015 – 2016 & FY 2016 – 2017
PERMIT NUMBER TE-48571B-0

September 4, 2018

U.S. Fish and Wildlife Service
Austin Ecological Services Field Office
10711 Burnet Road, Suite 200
Austin, Texas 78758

U.S. Fish and Wildlife Service, Region 2
Branch of Environmental Review
P.O. Box 1306, Room 6034
Albuquerque, New Mexico 87103

RE: Annual Report for 2015-2016 and 2016-2017 Fiscal Years required by Endangered Species Act Incidental Take Permit TE-48571B-0 for the Southern Edwards Plateau Habitat Conservation Plan (SEP-HCP)

To whom it may concern:

This letter comprises the annual permit report for the 2015 – 2016 Fiscal Year (October 1, 2015 through September 30, 2016) and the 2016 – 2017 Fiscal Year (October 1, 2016 through September 30, 2017) for the Southern Edwards Plateau Habitat Conservation Plan (SEP-HCP), as required by Box 12. Reporting Requirements and Box 13. ANNUAL REPORT of permit number TE-48571B-0. *“An annual report will describe the previous calendar year's activities in compliance with this permit and Section 12 of the SEP-HCP. Annual reports will be submitted each year for the duration of this permit area.”* SEP-HCP Section 12.1 requires the submission of an annual report *“to document progress towards achieving the goals and objectives of the SEP-HCP and demonstrate compliance with the terms and conditions of the Permit.”*

This report was prepared by Blair Wildlife Consulting, LLC (BWC) on behalf of Bexar County, Texas and the City of San Antonio (the Permittees) and describes compliance with the permit between January 18, 2016 (permit effective date) and September 30, 2017.

The Service issued the Permit to the Permittees on February 5, 2016. No permitted activities were conducted during the 2015 – 2016 Fiscal Year (October 1, 2015 through September 30, 2016) for the SEP-HCP.

In accordance with SEP-HCP Section 12.1, activities for the 2016 – 2017 Fiscal Year (October 1, 2016 through September 30, 2017) are reported below in the following sections and any required supporting information is included as attachments to this letter.

Although the Permit was issued February 5, 2016 and effective as of January 18, 2016, official acceptance and execution of the Permit by the Permittees occurred on April 18, 2017.

1. SEP-HCP PARTICIPANTS AND ENROLLED PROPERTIES

A summary of participation in the SEP-HCP, including a list of Participants and Enrolled Properties and the corresponding acreages covered for incidental take for each of the Covered Species is included below.

No Participants or Enrolled Properties occurred during the 2016 – 2017 Fiscal Year. An example of the list of Participants and Enrolled Properties to be submitted annually as part of the annual report once enrollment begins is included in **Attachment A**. The SEP-HCP will also submit an exhibit annually depicting the locations of each of the Enrolled Properties within the Permit Area as part of **Attachment A**.

2. SEP-HCP PRESERVE SYSTEM

A summary of the lands and habitats included in the SEP-HCP preserve system, including the total preserve acres and the acres of suitable habitat for each of the Covered Species is included below.

No GCW or BCV preserves were established during the 2016-2017 Fiscal Year.

As part of the initial conservation actions required prior to beginning enrollment of participants in the SEP-HCP for the Covered Karst Invertebrates, the SEP-HCP established six (6) karst fauna areas (KFA) within Government Canyon State Natural Area (GCSNA). The total preserve acres, the acres of suitable habitat for each of the Covered Species, and status of the Conservation Baseline for the Covered Karst Invertebrates is included in **Attachment B**.

The Permittee's request that the Service provide an update of all other conservation actions completed by other sponsors in order to evaluate the current status towards achievement of the Conservation Baselines¹ as well as any information on new localities for the Covered Karst Invertebrates. The SEP-HCP may provide incidental take authorization for Covered Activities conducted within an Occupied Cave Zone only after certain baseline levels of conservation have been achieved for the Covered Karst Invertebrates that occur in the associated karst feature.

The Conservation Baselines are based on the downlisting criteria described in the Bexar County Karst Invertebrates Recovery Plan (USFWS 2011b). Achievement of the Conservation Baselines will be evaluated and determined on a species-by-species and region-by-region (i.e., by Karst Fauna Regions or "KFRs") basis. All qualifying conservation actions² that have been implemented for the Covered Karst Invertebrates will be considered in the determination, regardless of the sponsor of the conservation action. All karst preserves that the Service deems as contributing towards recovery of the Covered Karst Invertebrates will contribute to the karst Conservation Baseline, even if the preserves were protected by an entity or effort other than the SEP-HCP.

3. SEP-HCP PRESERVATION CREDITS LEDGER

A copy of an example of the conservation ledger documenting Preservation Credits generated and deducted for the GCW and BCV are included in **Attachment C**.

No GCW and BCV Preservation Credits were generated or deducted during the 2016 – 2017 Fiscal Year.

4. SEP-HCP FINANCIAL STATUS

A summary of the financial status of the SEP-HCP, including the balance and performance of the non-wasting management endowment is included below.

The Interlocal Agreement executed by the Permittees on February 24, 2017 identifies the annual allocations and responsibilities of each Permittee and was provided to the Service upon execution and is included as **Attachment D** for convenience.

The non-wasting management endowment was not established during the 2016 – 2017 Fiscal Year as the SEP-HCP did not establish any new preserves during the reporting period.

5. MANAGEMENT ACTIVITIES ON PRESERVE LANDS AND PRESERVE MANAGEMENT PLAN UPDATES

A summary of management activities conducted on SEP-HCP preserve lands and a copy of Preserve Management Plan updates for the previous year are included below.

¹ The Conservation Baselines are the minimum requirements needed for each of the Covered Karst Invertebrates within each KFR based on the downlisting criteria described in the Bexar County Karst Invertebrates Recovery Plan (USFWS 2011b).

² Qualifying conservation actions would be any other activity outside of preserve acquisition, which would be considered and approved by the Service as contributing to the conservation baseline for the Covered Species. Examples of qualifying conservation actions could include, but are not limited to: surveying for new localities for the Covered Karst Invertebrates; establishing additional protections to currently known Covered Karst Invertebrate-occupied features; establishing protection of the areas surrounding a feature in the event that additional protective measures cannot be placed on the features entrance, or implementing protective measures necessary to improve the long-term viability of the occupied feature.

Management activities conducted on SEP-HCP preserve lands were conducted in accordance with the Government Canyon State Natural Area Karst Fauna Areas Management and Monitoring Plan dated February 6, 2017.

No updates to any Preserve Management Plans were completed during the 2016-2017 Fiscal Year.

6. BIOLOGICAL MONITORING ACTIVITIES ON PRESERVE LANDS AND OTHER SURVEYS OF THE COVERED SPECIES AND THEIR HABITATS

The results of biological monitoring activities conducted on SEP-HCP preserve lands, including all reports documenting surveys of the Covered Species and their habitats are summarized below.

Biological monitoring activities were completed as part of the establishment and management of the Government Canyon State Natural Area Karst Fauna Areas. Results of the activities were reported as part of the annual reporting requirements for work conducted under Endangered Species Act Section 10[A][1][a] permit TE85077A-1.

7. COMMUNITY EDUCATION AND OUTREACH PROGRAMS AND RESEARCH

A summary of the status of community education and outreach programs and other conservation measures for the Covered Species, including the results of any research conducted with the support of the SEP-HCP are included below.

The SEP-HCP conducts numerous education and outreach events, meetings, and notifications to inform potential applicants of the SEP-HCP program annually. The Permittees also established an additional website that contains all necessary information on how to participate in the SEP-HCP; background information on the SEP-HCP, and its administration: <https://www.sanantonio.gov/DSD/Constructing/SEP-HCP>.

Per condition T of the ITP TE48571B-1 and Section 4.5.3 of the SEP-HCP, Karst Participation Certificates will not be offered until the Permittees had secured some level of up-front mitigation for all of the Covered Karst Invertebrate Species. The level and type of mitigation obtained for each species will likely vary. The Permittees worked with the Service in determining when the appropriate level of up-front mitigation had occurred. For species like *C. venii*, with only two known but heavily impacted localities, options remained limited to satisfy the SEP-HCPs up-front mitigation requirements. Therefore, other conservation measures and/or recovery efforts which provide for some increased level of conservation were the only options to help satisfy up-front mitigation requirements. The SEP-HCP Permittees contracted with Dr. Marshal Hedin of San Diego State University to conduct a genetics study of the *Cicurina* spiders of Bexar County, Texas.

The research proposal and supporting information documented the conservation value of the proposed initial conservation action and proposed an initial conservation action for the Covered Karst Invertebrates within the *Cicurina* genus, more particularly for *Cicurina venii*, that was consistent with the terms and conditions of the SEP-HCP and accompanying ITP. As summarized in the research proposal, the Permittees request the approval of this initial conservation action as the required up-front mitigation for *Cicurina venii*. Additionally, approval of this initial conservation action also contributes to further understanding of the *Cicurina* genus within Bexar County, Texas, including *Cicurina madla* and *Cicurina vespera* (SEP-HCP Covered Karst Invertebrates), as well as *Cicurina baronia* and *Cicurina loftini*, which although not included as a SEP-HCP Covered Species or Voluntarily Conserved Species, also benefit from the upfront mitigation action.

The Service approved the proposed up-front mitigation action and the Permittees initiated and fully funded the *Cicurina* research study on August 17, 2016. The funding and initiation of the *Cicurina* research study satisfied the SEP-HCP's up-front mitigation actions for *Cicurina venii*, as well as benefited *Cicurina madla* and *Cicurina vespera*.

A copy of the research proposal was provided to and approved by the Service, prior to the initiation of the research program. As of September 30, 2017, the research program was still ongoing and the SEP-HCP continues to provide routine updates to the Service regarding the anticipated status of completion and findings of the research project.

8. ADAPTIVE MANAGEMENT RECOMMENDATIONS AND CHANGED CIRCUMSTANCES

Recommended modifications to Preserve Management Plans or the SEP-HCPs conservation programs that may be warranted via the adaptive management process or changed circumstances are included below.

No modifications to Preserve Management Plans or the SEP-HCPs conservation programs occurred during the 2016 – 2017 Fiscal Year via the adaptive management process or changed circumstances.

9. COMPLIANCE-RELATED ISSUES AND ACTIONS

A summary of any compliance-related issues or actions involving Participants, Enrolled Properties, or preserves (including conservation easements) are included below.

No compliance-related issues or actions involving Participants, Enrolled Properties, or preserves (including conservation easements) occurred during the 2016 – 2017 Fiscal Year as the SEP-HCP did not have any Participants or Enrolled Properties, and no issues occurred within any of the Government Canyon State Natural Area Karst Fauna Areas.

10. OTHER INFORMATION OR RECOMMENDATIONS

No other pertinent information or recommendations, as appropriate occurred during the 2016 – 2017 Fiscal Year.

This report summarizes the development, conservation activities, and biological monitoring surveys conducted by the SEP-HCP for the 2015 – 2016 Fiscal Year and 2016 – 2017 Fiscal Year reporting periods. Please contact either myself at 512-415-9772 or Tony Felts at 210-207-0153 if you have any questions or require any additional information.

Sincerely,



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ATTACHMENT A

SEP-HCP PARTICIPANTS AND ENROLLED PROPERTIES

SEP-HCP PARTICIPANTS AND ENROLLED PROPERTIES SUMMARY FY XX-XX (FIGURE 1).

COVERED SPECIES & INCIDENTAL TAKE AUTHORIZATIONS

APPLICATION NO.	APPLICANT NAME	ACRES COVERED FOR INCIDENTAL TAKE	DATE ENROLLED	GCW DIRECT IMPACTS ACRES	GCW INDIRECT IMPACTS ACRES	TOTAL GCW ACRES	BCV DIRECT IMPACTS ACRES	BCV INDIRECT IMPACTS ACRES	TOTAL BCV ACRES	KARST ZONE 1	KARST ZONE 2	KARST ZONES 1 & 2 TOTAL	KARST ZONE 3	KARST ZONE 4	KARST ZONES 3 & 4 TOTAL	BATRISODES VENYIVI	CICURINA MADLA	CICURINA VESPERA	CICURINA VENII	RHADINE EXILIS	RHADINE INFERNALIS	NEOLEPTONETA MICRIPS
17-001		91.26	20180817	0.00	0.00	N	0.0	0.0	N	41.73	49.53	91.26	0.00	0.00	N	N	N	N	N	Y	Y	N
17-002		62.60		48.63	85.93	134.56	0.0	0.0	N	0.00	1.85	51.85	10.75	0.00	10.75	N	N	N	N	N	N	N
17-003		12.71		10.76	23.35	34.11	0.0	0.0	N	0.00	0.00	N	12.71	0.00	12.71	N	N	N	N	N	N	N
17-004		111.90		0.00	0.00	N	0.0	0.0	N	0.00	111.90	111.90	0.00	0.00	N	N	N	N	N	N	N	N
17-005		10.00		0.00	0.00	N	0.0	0.0	N	0.00	10.00	10.00	0.00	0.00	N	N	N	N	N	N	N	N
17-006		20.53		20.53	26.10	46.63	0.0	0.0	N	20.53	0.00	20.53	0.00	0.00	N	N	N	N	N	N	N	N
		309.00		79.92	135.38	215.3	0.0	0.0	0.0	62.26	223.28	285.54	23.46	0.00	23.46	0	0	0	0	0	0	0

EXAMPLE

ATTACHMENT B

SEP-HCP PRESERVE SYSTEM SUMMARY

Summary of the Lands and Habitats Included in the SEP-HCP Preserve System, Including the Total Preserve Acres and the Acres of Suitable Habitat for Each of the Covered Species.

SEP-HCP PRESERVE	COVERED SPECIES	KFR	TOTAL ACRES	ACRES OF SUITABLE HABITAT	CRITICAL HABITAT UNIT	PRESERVE TYPE
Surprise Sink and Bone Pile Cave KFA	<i>Rhadine exilis</i> <i>Rhadine infernalis</i> <i>Cicurina madla</i> <i>Neoleptoneta microps</i>	Government Canyon	144	144	1a	High Quality
Government Canyon Bat Cave KFA	<i>Cicurina vespera</i> <i>Neoleptoneta microps</i> <i>Rhadine exilis</i> <i>Rhadine infernalis</i>	Government Canyon	100	100	1b	High Quality
Lost Pothole KFA	<i>Cicurina madla</i>	Government Canyon	100	100	1c	High Quality
Lithic Ridge, Dancing Rattler, and Hackberry Sink KFA	<i>Cicurina madla</i> <i>Rhadine infernalis</i> <i>Rhadine exilis</i>	Government Canyon	224	224	1d	High Quality
Tight KFA	<i>Rhadine exilis</i> <i>Rhadine infernalis</i> <i>Batrisodes venyivi</i> <i>Cicurina madla</i>	Government Canyon	105	416	1e	High Quality
10K KFA	<i>Cicurina madla</i> <i>Rhadine infernalis</i> <i>Rhadine exilis</i> <i>Batrisodes venyivi</i>	Government Canyon	100	100	1f	High Quality

Conservation Baselines needed for the Covered Karst Invertebrates based on current knowledge of species distribution and establishment of KFAs within the SEP-HCP Permit Area.

Species	Number of KFRs Where Species is Currently Known To Occur	Minimum Configuration of Preserves Needed in Each KFR ¹					Total Number of Preserves Needed			Current Knowledge of Species Distribution					Current Status of Preserves in Each KFR					Current Status of Conservation Baseline and Minimum Configuration of Preserves Needed to Reach Conservation Baseline in Each KFR				
		KFR #1	KFR #2	KFR #3	KFR #4	KFR #5	High Quality	Medium Quality	Total	Govmt Canyon KFR	Helotes KFR	UTSA KFR	Stone Oak KFR	Culebra Anticline KFR	Govmt Canyon KFR	Helotes KFR	UTSA KFR	Stone Oak KFR	Culebra Anticline KFR	Govmt Canyon KFR	Helotes KFR	UTSA KFR	Stone Oak KFR	Culebra Anticline KFR
		<i>Rhadine exilis</i>	5	1H +2M	1H +2M	1H +2M	1H +2M	1H +2M	5	10	15	Y	Y	Y	Y	Y	6H	0	0	0	0	Achieved	1H + 2M	1H + 2M
<i>Rhadine infernalis</i>	5	1H + 2M	1H + 2M	1H + 2M	1H + 2M	1H + 2M	5	10	15	Y	Y	Y	Y	Y	6H	0	0	0	0	Achieved	1H + 2M	1H + 2M	1H + 2M	1H + 2M
<i>Batrissodes venyivi</i>	2 ^a	2H + 1M	1H + 2M	-	-	-	3	3	6	Y	Y	Y ^a	N	N	2H + 1M	0	0	0	0	1H or 1M	1H + 2M	1H + 2M	-	-
<i>Neoleptoneta microps</i>	1	3H + 3M	-	-	-	-	3	3	6	Y	N	N	N	N	2H	0	0	0	0	1H + 3M	-	-	-	-
<i>Cicurina madla</i>	5 ^b	1H + 2M	1H + 2M	1H + 2M	1H + 2M	1H + 2M	5	10	15	Y	Y	Y	Y	Y ^b	6H	0	0	0	0	Achieved	1H + 2M	1H + 2M	1H + 2M	1H + 2M
<i>Cicurina vespera</i>	2 ^b	2H + 1M	1H + 2M	-	-	-	3	3	6	Y	N	N	N	Y	1H	0	0	0	0	1H + 1M	-	-	-	1H + 2M
<i>Cicurina venii</i>	0 ^b	0H + 0M	-	-	-	-	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

¹ H = High Quality Preserve; M = Medium Quality Preserve

^a While the Service has records of this species being known from the UTSA KFR, there is not confirmation of the cave location, therefore at this time; the Service only recognizes this species as occurring in 2 KFRs, and does not recognize the UTSA KFR as having the species.

^b Updated based on Hedin et al. 2018 and correspondence from the Service to the SEP-HCP Permittees dated 8/29/2018 accepting the findings of Hedin, et al. 2018 for the Bexar County Cicurinas as published: Hedin, M., S. Derkarabetian, J. Blair, and P. Paquin. 2018. Sequence capture phylogenomics of eyeless Cicurina spiders from Texas caves, with emphasis on US federally-endangered species from Bexar County (Araneae, Hahniidae). ZooKeys 769: 49-76. <https://doi.org/10.3897/zookeys.769.25814>.

The paper establishes new taxonomic synonymies and range extensions for listed and non-listed Cicurina species in Bexar County as follows:

I. Species Synonymies

- Cicurina venii Gertsch, 1992 = Cicurina madla Gertsch, 1992 - The Braken Bat Cave meshweaver (Cicurina venii) is no longer a distinct taxonomic entity with specimens now assigned to Madla's Cave meshweaver (Cicurina madla). The former was a single site endemic and Madla's Cave meshweaver would now occupy that location.
- Cicurina loftini Cokendolpher, 2004 = Cicurina vespera Gertsch, 1992 - Cicurina loftini (no common name) is no longer a distinct taxonomic entity with specimens now assigned to the Government Canyon Bat Cave meshweaver (Cicurina vespera). The latter was a single site endemic but with revised taxonomy it subsumes all locations previously assigned to C. loftini in northwestern Bexar County.

II. Range Extensions

- Madla's Cave meshweaver, C. madla: Based on revised taxonomy this species now occurs in the Culebra Anticline Karst Fauna Region.
- Government Canyon Bat Cave meshweaver, C. vespera: Based on revised taxonomy its range is extended to 10-15 caves, formerly assigned to C. loftini in the Culebra Anticline Karst Fauna Region. This species has also now been documented to co-occur with Madla's Cave meshweaver in two caves. It was originally believed that blind Cicurinas did not co-occur.

ATTACHMENT C

SEP-HCP PRESERVATION CREDITS LEDGER

SEP-HCP GCW PRESERVATION CREDIT LEDGER

DATE	DESCRIPTION	REFERENCE #	DEBIT	CREDIT	BALANCE	COMMENTS
8/10/2018	BCCB GCW Credit Transfer to SEP-HCP on behalf of 18-005-Comal ISD Waterline	18-005	0.0	9.5	9.5	Credits transferred from BCCB to SEP-HCP on behalf of 18-005 on 8/10/2018 Transaction reflected in RIBITS
8/XX/2018	SEP-HCP Application 18-005 Comal ISD Waterline	18-005	9.5	0.0	0.0	Participation Agreement executed on 8/XX/2018; Participation Certificate Issued and Enrollment Completed on 8/XX/2018

EXAMPLE

ATTACHMENT D

SEP-HCP FINANCIAL STATUS



INTERLOCAL AGREEMENT FOR THE IMPLEMENTATION OF THE SOUTHERN EDWARDS PLATEAU - HABITAT CONSERVATION PLAN

This Interlocal Agreement for the Implementation of the Southern Edwards Plateau Habitat Conservation Plan (this "*Agreement*") is made and entered to be effective as of the Effective Date (defined on the signature page), by and between BEXAR COUNTY, TEXAS (the "*County*") and the CITY OF SAN ANTONIO, TEXAS (the "*City*"), which parties are sometimes referred to individually as a "*Party*" and collectively as the "*Parties*".

BACKGROUND

A. Chapter 791 of the Texas Government Code authorizes governments to contract with each other to provide governmental functions or services.

B. The County is a political subdivision of the State of Texas and a local government as defined in Section 791.003(4) of the Texas Government Code.

C. The City is a Texas municipal corporation and a local government as defined in Section 791.003(4) of the Texas Government Code.

D. The County and City previously entered into that certain Interlocal Agreement for the Development of the Southern Edwards Plateau Habitat Conservation Plan dated as of November 17, 2009 (the "*Development ILA*") for the purpose of jointly managing, coordinating, and funding the development of the regional habitat conservation plan called the Southern Edwards Plateau Habitat Conservation Plan ("*SEP-HCP*") in connection with an application by the Parties for an incidental take permit under Section 10(a) of the Endangered Species Act ("*ESA*").

E. The SEP-HCP will provide a mechanism to authorize "take" of the "Covered Species" (as defined in the SEP-HCP) to permit continued economic development in the region without the need for individual project ESA permits. The SEP-HCP provides for the issuance of an incidental take permit under Section 10(a) of the ESA to the Parties as joint permit holders, establishes a mechanism by which the Parties may proceed with public capital improvement projects in compliance with the ESA, provides a funding mechanism for the purchase and management of preserve system land, and provides a mechanism to allow private sector participation in the SEP-HCP.

F. The United States Fish and Wildlife Service (the "*USFWS*") has approved the SEP-HCP and issued a 30-year incidental take permit under section 10(a)(1)(B) of the ESA to the County and City, as co-permittees, under Permit No. TE48571B-0, dated effective January 18, 2016 (the "*Permit*"). The Permit authorizes an amount of "incidental take" of the Covered Species within the jurisdictions of the County and the City and through implementation of the SEP-HCP will promote the conservation of the Covered Species and related natural resources in the City, County, and other counties of the Southern Edwards Plateau.

G. The governing bodies for the County and the City have each respectively determined for themselves that they have the authority to hold the Permit and carry out the purposes and perform the services provided under the SEP-HCP and, accordingly, have each approved and accepted the SEP-HCP and the Permit and authorized the execution and performance of this Agreement.

H. The Parties wish to enter into this Agreement to establish the organizational structure and allocation of responsibilities for the coordination, administration, implementation, and funding of the SEP-HCP, and performance of their joint obligations under the Permit.

NOW, THEREFORE, in consideration of the recitals above and mutual covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. AUTHORIZATION, PURPOSE, AND ACCEPTANCE

1.1 Authority and Purpose.

(a) This Agreement is entered into pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, and other applicable law, including Texas Parks and Wildlife Code Chapter 83.

(b) The purpose of this Agreement is to set out the terms governing and the rights and duties respecting the Parties' coordination, administration, implementation, and funding of the SEP-HCP, and performance of obligations thereunder and in accordance with the Permit.

1.2 SEP-HCP, Permit Acceptance, and Implementation Plan.

(a) The Parties hereby accept the Permit. To the extent that the defined terms of this Agreement as between the Parties conflict with defined terms set forth in the SEP-HCP, the terms of this Agreement shall control.

(b) Expenditures to be made by the Parties in the performance of this Agreement shall be made from current funds available to the Parties.

(c) The goals of the Implementation Plan are attached hereto as **Exhibit "A"**. The Coordinating Committee will develop an "Implementation Plan" based on the attached goals to assure the complete and timely implementation of the SEP-HCP. The Coordinating Committee shall not jeopardize the Permit by any action or inaction.

1.3 **Term.** This Agreement shall be effective upon the approval of both the City and County (the "**Effective Date**") and shall terminate upon termination of the Permit, unless terminated earlier pursuant to **Section 6.4** or **Section 7.1(b)** of this Agreement. A Party may not withdraw from this Agreement until such Party satisfies its obligations accruing under this Agreement prior to such withdrawal.

ARTICLE II. CREATION OF COORDINATING COMMITTEE

2.1 Creation and Purpose.

(a) The SEP-HCP Coordinating Committee (the "**Coordinating Committee**") is hereby created as of the Effective Date pursuant to Section 791.013 of the Texas Government Code, as an instrumentality of the Parties.

(b) The Parties are authorized by state law to implement the SEP-HCP and the Coordinating Committee is created to carry out those essential governmental purposes.

2.2 Coordinating Committee Membership.

(a) The Coordinating Committee shall consist of six (6) voting members to be appointed as follows:

- (i) Three (3) voting members appointed by the County; and
- (ii) Three (3) voting members appointed by the City.

(b) The position of Coordinating Committee Chair shall be held by one of the members appointed by the City.

(c) Members of the Coordinating Committee by virtue of their membership on the Coordinating Committee, do not hold a civil office, an office of profit of trust, or emolument, within the meaning of Article XVI, Section 12, 30, or 40 of the Texas Constitution.

(d) The governing body for the County and the City appointing a Coordinating Committee member shall furnish a certified copy of the appointing resolution to the Coordinating Committee Secretary; and the Coordinating Committee members shall serve at the pleasure of their respective governing body.

2.3 Committee Member Terms.

(a) Coordinating Committee members will serve two (2) year terms, except as provided in (d) below.

(b) A member whose term expires continues to serve until a successor is appointed.

(c) Coordinating Committee members may be re-appointed for successive terms by the Party appointing such member.

(d) Initial terms for Coordinating Committee members shall be staggered such that no more than three (3) members' terms end in the same year between both Parties' members. Three of the members will have an initial term of one year and three of the members will have an initial term of two year terms. The designation of terms for the specific members will be determined by the Coordinating Committee.

2.4 Meetings of the Coordinating Committee.

(a) The Coordinating Committee shall meet regularly at least once each calendar quarter, on the dates and at locations determined by resolution of the Coordinating Committee.

(b) The Coordinating Committee shall meet specially if called by the Chair or requested in writing by any Coordinating Committee member. A request by a Coordinating Committee member for a special meeting must be in writing, addressed to the Chair, and describe the purpose or purposes of the

meeting. Only that business reasonably related to the purpose or purposes described in the request may be conducted at the special meeting.

(c) A quorum of the Coordinating Committee is four (4) voting members. A majority vote of such quorum is required to enact Coordinating Committee motions.

(d) Except where this Agreement provides otherwise, the conduct of Coordinating Committee meetings is governed by the latest edition of Robert's Rules of Order Newly Revised.

2.5 Notice.

(a) Written notice, including an agenda, of each regular or special meeting of the Coordinating Committee must be delivered to each Coordinating Committee member. The notice and agenda must be delivered at least three (3) calendar days before a regular or special meeting. Delivery can be by U.S. Postal Service first class mail, electronic mail, or hand.

(b) Meetings and notice requirements of the Coordinating Committee are subject to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

ARTICLE III. DUTIES OF THE COORDINATING COMMITTEE AND ADMINISTRATION

3.1 General Powers. The Coordinating Committee has all of the powers of the Parties that are necessary and consistent with its duties set forth in this Agreement.

3.2 Principal Duties.

(a) The Coordinating Committee is created and shall operate to carry out the purposes and goals of the SEP-HCP as stated therein.

(b) In furtherance of the purposes and goals of the SEP-HCP, but without limiting the powers granted above, the Coordinating Committee is authorized and expected to perform the following tasks as may be needed:

- (i) make recommendations to the Parties regarding annual budgets, alternative funding sources, and other actions necessary to implement the SEP-HCP;
- (ii) provide policy oversight and coordination for implementing the SEP-HCP, including coordination with USFWS;
- (iii) develop and administer guidelines for the management of all the lands in the SEP-HCP preserve system to ensure protection of the Covered Species and reasonable other uses such as recreation;
- (iv) review and evaluate on an ongoing basis the effectiveness of the implementation of the SEP-HCP to assure that the terms and conditions of the Permit are being met;

- (v) create technical advisory committees to assist and advise the Coordinating Committee in carrying out its duties by:
 - a. assisting the Parties in assessing biological quality and preserve value of lands for acquisition of property rights;
 - b. educating the public about the Covered Species, their habitat and the importance of carrying out the SEP-HCP
- (vi) identify and evaluate potential preserve lands and preservation credits

3.3 Administration.

- (a) Administrative services for the Coordinating Committee shall be performed by the Secretary, who shall be designated by the City.
- (b) The Secretary serves as the chief administrative officer to the Coordinating Committee. The Secretary's duties include, but are not limited to, the following:
 - (i) Evaluating applications for participation and enrolling new Participants in the SEP-HCP;
 - (ii) Oversight of land management, including coordinating with preserve landowners and Plan Participants to ensure compliance with the terms of conservation easements and Participation Agreements (as defined in the SEP-HCP);
 - (iii) Coordinating program activities among the Parties, technical advisory committees, contractors, and the USFWS;
 - (iv) Preparing proposed annual budgets, record keeping and preparing the annual reports and other information for submittal to the Coordinating Committee, the Parties, and/or USFWS, as may be appropriate;
 - (v) Implementing administrative guidelines in accordance with the SEP-HCP; and
 - (vi) Managing program budgets and contractors.

3.4 Annual Budget.

- (a) The Secretary shall prepare a proposed annual budget for review and submission by the Coordinating Committee to the Parties. Submission by the Coordinating Committee to the Parties shall occur no later than [May 1] for the following fiscal year; provided that for FY 2016-2017 the proposed annual budget submission may be made by the Secretary directly to the governing bodies of the County and City for review and approval. The budget must be reviewed and approved by the governing bodies of the County and City.
- (b) Each annual budget shall include a calculation of the direct costs of implementing the SEP-HCP (which may include projected costs for acquiring preserve lands, conservation easements, and conservation credits from existing conservation banks, and managing preserve

lands). If approved by both Parties, this amount shall be funded by the County and City from current funds then available to the Party making payment and in accordance with Article IV and the SEP-HCP.

- (c) The Coordinating Committee's fiscal year shall be October 1 through September 30.

**ARTICLE IV.
FUNDING THE SEP-HCP**

4.1 Obligations of Parties.

- (a) The Parties agree to the following obligations:

- (i) The City's Obligations:

- a. Provide an annual contribution in the amount calculated as one-half of the amounts calculated by the Coordinating Committee in accordance with **Section 3.4** of this Agreement and adopted in its budget as the City's equal share of funds necessary for implementation of SEP-HCP. Contributions may be made through in-kind services or staff support provided that such services are clearly delineated in the City's operating budget; and
 - b. Manage its designated and acquired preserve system lands in accordance with Article V of this Agreement; and
 - c. Use funds from Participation Certificate (as defined in the SEP-HCP) sales for preserve system land acquisition and preserve system needs; and
 - d. Any Party acquiring a preserve shall also be responsible for the management of and reporting on that preserve in accordance with the SEP-HCP;

- (ii) The County's Obligations:

- a. Provide an annual contribution in an amount calculated as one-half of the amounts calculated by the Coordinating Committee in accordance with **Section 3.4** of this Agreement and adopted in its budget as the County's equal share of funds necessary for implementation of SEP-HCP. Contributions may be made through in-kind services or staff support provided that such services are clearly delineated in the County's operating budget; and
 - b. Manage its designated and acquired preserve lands in accordance with Article V of this Agreement; and
 - c. Use funds from Participation Certificate sales for preserve system land acquisition and preserve system needs; and

d. Any Party acquiring a preserve shall also be responsible for the management of and reporting on that preserve in accordance with the SEP-HCP;

(b) The Parties agree to deposit all funds collected from Participation Certificates sales in the appropriate fund as established in **Section 4.2** of this Agreement on a monthly basis.

(c) The Parties agree that all mitigation value associated with preserve system land which is not needed for public capital improvement projects shall be made available for sale through participation in SEP-HCP.

(d) The City shall establish an Operating Fund as specified in **Section 4.2** of this Agreement. On a quarterly basis, each Party shall, no later than 30 days after the beginning of each quarter, forward to the Operating Fund the funds so required by such budget for that quarter year.

(e) The obligations expressly provided for in this Agreement constitute the sole financial obligations of the Parties.

(f) Notwithstanding anything in this Agreement to the contrary, each Parties' respective obligation to manage and report on a preserve shall survive the withdrawal of such Party from this Agreement or the termination of this Agreement.

4.2 Operating Fund.

(a) The City shall establish an Operating Fund with a local depository bank for the receipt of the SEP-HCP related revenues collected or provided by or on behalf of the Parties and for the payment of all expenses related to the SEP-HCP.

(b) The Operating Fund shall be an interest-bearing account, and all interest earned shall be added to the principal in said account.

(c) Funds collected from issuance of Certificates of Participation, and the interest earned thereon, shall be utilized and disbursed by the Coordinating Committee for authorized SEP-HCP purposes, only in compliance with the approved expenditure level in the approved annual budgets in accordance with the purchasing requirements of the City.

(d) Annual audit of the funds deposited in the account can be requested by either Party to be performed by an independent third party at the requestor's expense.

4.3 Endowment Fund.

The City shall create an Endowment Account to receive endowment funds from third parties contributing land to the SEP-HCP. The Endowment Account will be used to fund management and monitoring of preserves thus contributed to the SEP-HCP.

ARTICLE V.

PRESERVE MANAGEMENT

5.1 Land Management.

(a) All of the SEP-HCP preserve system lands shall be managed in a manner which will not violate the Permit and in accordance with the SEP-HCP and land management guidelines and land management plans adopted pursuant to **Section 5.2** of this Agreement. Reasonable access to preserve system lands shall be provided to Coordinating Committee representatives for inspection and monitoring or other functions as authorized in the annual budget. Each preserve tract will be managed by the entity owning that tract or holding an easement on that tract, as applicable.

(b) The Coordinating Committee Secretary will receive information on all land transactions and shall provide recommendations to the Coordinating Committee to ensure the integrity of the preserve system, and will prepare a comprehensive annual land management report to be submitted to the Coordinating Committee.

(c) The Coordinating Committee Secretary shall identify, prioritize, review, and authorize research on the Covered Species on the SEP-HCP preserve lands pursuant to Coordinating Committee guidelines for research and monitoring and its annual budget.

5.2 Land Management Guidelines.

(a) Land Management Guidelines which identify minimum standards and limitations for land management were submitted to USFWS for its review and approval and are incorporated into the Implementation Plan.

(b) Amendments to the approved land management guidelines may be initiated by the Coordinating Committee. The proposed amendments shall be subject to approval by the governing bodies of the Parties, and shall be subject to approval of USFWS.

ARTICLE VI. DISSOLUTION OF THE COORDINATING COMMITTEE

6.1 Dissolution of Coordinating Committee. Any dissolution of the Coordinating Committee will be through an amendment of this Agreement.

ARTICLE VII. GENERAL PROVISIONS

7.1 Termination.

(a) Notwithstanding anything to the contrary within this Agreement, if at any time during the term of this Agreement, the Commissioner's Court of Bexar County, Texas or the City Council of the City of San Antonio, Texas, fails to provide funding for all or any part of its obligations herein for the following fiscal year of such Party, the failing Party shall give notice to the Coordinating Committee and the other Party of such failure to fund. Upon receipt of such notice, the non-failing Party may elect to terminate this Agreement as their sole recourse.

(b) If a Party defaults in the performance of any of the terms or conditions of this Agreement, other than by failure to fund, the defaulting Party shall have 30 days after receipt of written notice of such default within which to cure the default. If the default is not cured within such period of time, then the non-defaulting Party shall have the right to terminate this Agreement upon written notice thereof to the other Party.

7.2 Amendment of this Agreement. The City Manager, the County Manager, or their respective designees may propose an amendment to this Agreement. An amendment to this Agreement is adopted if the governing bodies of each of the Parties adopt the amendment and furnish the Coordinating Committee Secretary with certified copies of the adopting resolutions.

7.3 Notices. To be effective, notices provided under this Agreement must be in writing, and shall be deemed to have been received for all purposes upon the earlier to occur of actual receipt, or three (3) days after the same are mailed by U.S. Postal Service certified or registered mail, return receipt requested, and addressed as follows:

If to the County:
Bexar County Judge
233 N Pecos, Suite 420
San Antonio, Texas 78216

Bexar County Engineer
233 N. Pecos, Suite 420
San Antonio, Texas 78207
Email rgreen@bexar.org
Fax: (210) 335-6713

If to the City:
City Clerk
City of San Antonio
P. O. Box 83966
San Antonio, Texas 78283-3966

Development Services Department
Attn: Director
City of San Antonio
P. O. Box 83966
San Antonio, Texas 78283-3966
Phone: (210) 207-7950
Fax: (210) 207-7897

or addressed to such other address as is provided by written notice from one Party to the other.

7.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, and shall be fully enforceable in Bexar County, Texas.

7.5 Formal Matters. The relationship between the Parties under this Agreement shall be that of independent contractors, and not that of partners, joint ventures, or any other relationship. This Agreement sets out the entire agreement of the Parties in connection with the subject matter addressed herein, and may be modified or amended only in accordance with Section 7.2.

7.6 Termination for Convenience. Whenever either Party in its discretion deems it to be in that Party's best interest, it may terminate this Agreement for convenience. Such termination shall be effective 30 days after the terminating Party delivers written notice of termination of convenience to the other Party. The Parties shall have no additional liability to one another for termination under this Section.

7.7 Prior Agreements Superseded. This Agreement, including the exhibits, constitute the entire Agreement of the Parties regarding the subject matter of this Agreement and supersede all previous agreements and understandings, whether written or oral, relating to such subject matter, including the Development ILA.

7.8 Assignment or Transfer of Interest. Neither Party may assign its rights, privileges and obligations under this Agreement in whole, or in part, without the prior written consent of the other Party. Any attempt to assign without such approval shall be void.

7.9 Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalid, illegal, or unenforceable provision shall not affect any other provision hereof; and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. This Agreement shall not be construed for or against either Party by reason of the authorship or alleged authorship of any provision, or by reason of the status of the respective Parties.

7.10 Compliance With Laws and Ordinances. Both Parties shall comply with all applicable federal, state, and local laws and ordinances related to the work and services performed under this Agreement.

7.11 Force Majeure. Neither Party shall be responsible for delays or lack of performance by such entity or its officials, agents or employees that result from acts beyond that Party's reasonable control, including acts of God, strikes or other labor disturbances, or delays by federal or state officials in issuing necessary regulatory approvals and/or licenses. In the event of any delay or failure excused by this Section, the time of delivery or of performance shall be extended for a reasonable time period to compensate for delay.

7.12 Multiple Counterparts. This Agreement may be executed in separate identical counterparts by the Parties and each counterpart, when so executed and delivered, will constitute an original instrument, and all such separate identical counterparts will constitute but one and the same instrument.

7.13 No Third Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of each Party hereto, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity.

[Signature Page Follows]

EXECUTED to be effective on the latest date indicated below (the "Effective Date").

CITY OF SAN ANTONIO
A Texas Municipal Corporation

COUNTY OF BEXAR

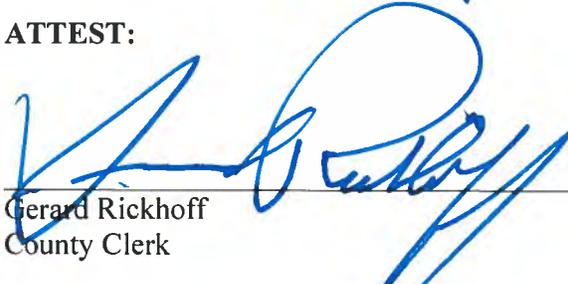
By: 
Sheryl Sculley
City Manager
Date: _____

By: 
Nelson Wolff
County Judge
Date: 2/21/2017

ATTEST:

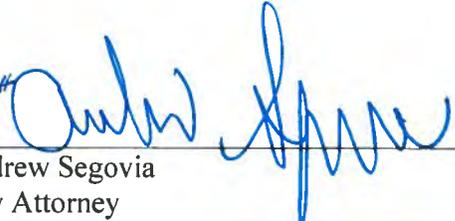
ATTEST:


Leticia Vacek
City Clerk


Gerard Rickhoff
County Clerk

APPROVED AS TO LEGAL FORM:

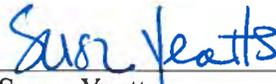
APPROVED AS TO LEGAL FORM:

By: 
Andrew Segovia
City Attorney

By: 
Katherine Ramos
Assistant Criminal District Attorney
Civil Section



APPROVED AS TO FINANCIAL CONTENT:

By: 
Susan Yeatts
Bexar County Auditor

By:  for
David Smith
Bexar County Manager

Implementation Plan Summary

Exhibit A

Bexar County (“County”) and the City of San Antonio (“City”) are co-permittees holding Incidental Take Permit No. TE48571B-0 issued by the U.S. Fish and Wildlife Service (“USFWS”). The specific roles and responsibilities of each co-permittee are detailed in an Interlocal Agreement (“ILA”) between the County and the City. The Southern Edwards Plateau-Habitat Conservation Plan (“SEP-HCP”) requires a number of reporting and coordination tasks to demonstrate that the SEP-HCP is being properly implemented. Annual reports on SEP-HCP enrollment, the preserve system, implementation of other conservation measures, financial status, and compliance issues are required to be submitted to the USFWS. Regular coordination with the USFWS regarding the enrollment of new participants, new preserve acquisitions, adaptive preserve management, and secondary uses of preserve lands is also expected. The Implementation Plan will be developed by the SEP-HCP Coordinating Committee and serve as the guiding document for how the SEP-HCP will be administered, identify the tasks in which are needed to successfully implement the SEP-HCP guidelines, and the processes by which to do so. Tasks include, but are not limited to enrollment, participation fee structure, acquisition and management of the preserve system, committee formation and roles, and reporting and coordination with the USFWS.

SEP-HCP Implementation Plan Goals

The SEP-HCP Coordinating Committee will develop an Implementation Plan based on the following implementation goals and objectives as established by the City and the County in the ILA.

1. Plan Funding

The SEP-HCP is a voluntary plan that is set up on a “pay-as-you-use” basis. The City and County will equally participate in the funding of the Plan, as stated in the ILA. The Implementation Plan will establish the Participation Fee rates, application fees, and other surcharges that Plan Applicants will be required to pay for Participation in the Plan to offset the costs and thereby create a self-sustaining plan. The goal is to reimburse the City’s and County’s initial contributions to get the SEP-HCP implemented and promote regional conservation. Initial Participation Fee structures are as follows:

- **Application Fee Schedule**

The fees for each Application submitted for Enrollment in the Plan are non-refundable, set at the discretion of the City and the County, and may change overtime as may be more particularly set out in the Implementation Plan. Initially, the Application fees will be as follows:

- **Application Fee: \$2,500**

- **Plan Administration Fee: 10% of total mitigation fees**

- **Golden-cheeked Warbler (“GCW”) and Black-capped Vireo (“BCV”) Preservation Credits**

The purchase fees for each GCW and BCV Preservation Credit are set at the discretion of the City and the County and may change over time, as may be more particularly set out in the Implementation Plan. Initially, the fees will be as follows:

- **\$4,000 per Preservation Credit.**
- **\$8,000 per acre of directly impacted GCW or BCV habitat**
- **\$2,000 per acre of indirectly impacted GCW or BCV habitat.**

- **Karst Participation Fees**

The purchase fees for each Karst Credit are set at the discretion of the City and the County and may change over time, as may be more particularly set out in the Implementation Plan. Initially, the fees will be as follows:

- **\$1,000 per acre for all karst habitats (Zone 1 through Zone 4) within the Property to be enrolled.**

Applicants can also provide mitigation for impacts to the Covered Karst Invertebrates in the form of participation fees that will be assessed on the basis of obtaining access to Occupied Cave Zones. If the current Conservation Baseline allows for Covered Activities to occur within an Occupied Cave Zone, then an Applicant may pay participation fees to obtain SEP-HCP incidental take authorization within one or both of Occupied Cave Zones A and B.

Karst participation fees to Occupied Cave Zones will be set at the discretion of the City and the County, and may change over time, as may be more particularly set out in the Implementation Plan. Initially, the karst participation fees will be set at the following levels:

- **Occupied Cave Zone A = \$400,000 per individual zone**
- **Occupied Cave Zone B = \$40,000 per individual zone**

- **GCW or BCV Preserves In Lieu of Preservation Credit Purchases**

In lieu of purchasing Preservation Credits from the SEP-HCP, Applicants may offer occupied preserve land for the GCW or BCV as full or partial mitigation for the impacts of their incidental taking. The City and the County will have the discretion to accept or reject all offers of preserve land in lieu of Preservation Credit purchases on a case-by-case basis. The level of mitigation provided by an offer of preserve land will be established in the same manner as for other SEP-HCP preserves and will be expressed in terms of the number of Preservation Credits created for each species. In-lieu participants will be responsible for payment of the perpetual management and monitoring costs associated with any in-lieu donation, with fees to be determined on a case-by-case basis contingent upon specific conditions of the donation, and estimated to be at least:

- **\$2,500.00 per acre or greater**

- **Karst Preserves in lieu of Participation Fees**

In lieu of paying karst participation fees to the City and the County, an Applicant may offer new karst preserves as mitigation for incidental take. The offered karst preserve in lieu must be occupied by one or more of the Covered Karst Invertebrates and can be from within the Enrolled Property or the Applicant can seek to find occupied karst preserves outside of the Enrolled Property. All karst preserves accepted in lieu of participation fees are subject to the same standards and approval process as other SEP-HCP karst preserves and must fulfill an unmet need towards achieving the Conservation Baseline for at least one of the Covered Karst Invertebrates.

The City and the County will have the discretion to accept or reject all offers of preserve land in lieu of karst participation fees on a case-by-case basis. All offers of preserve land will also require the approval of the USFWS. In-lieu participants will be responsible for payment of the perpetual management and monitoring costs associated with any in-lieu donation, with fees to be determined on a case-by-case basis contingent upon specific conditions of the donation, and estimated to be at least:

- **\$2,500.00 per acre or greater**

2. Preserves

Establishment of SEP-HCP preserves are voluntary. Proposition 1, 2 and 3 land, other public property, open space, and private property are eligible to participate in the SEP-HCP as preserve land. Any City- or County- owned land to be used by the SEP-HCP will be brought before the respective governing body for approval.

- Prior to the inclusion in the SEP-HCP of any city owned real property including Prop Land, the Conservation Advisory Boards (CAB) shall review the request. Any recommendation by the CAB shall then be brought before the City Council for final consideration. In the event the City Council votes to include Prop Land in the SEP-HCP, then no less than one-half of the net proceeds generated by the inclusion in the SEP-HCP shall be allocated to the Edwards Aquifer Protection Program to carry out its program objectives.

3. Preservation Credits Established from Permittee-owned Property

Properties owned by the City or County which meet the SEP-HCP preserve requirements and receive approval from USFWS, are eligible to support both public and private project mitigation needs. The City or County staff will take such properties to their respective governing bodies for consideration for participation in the Plan, and staff will ask for direction on how those Preservation Credits should be used.

4. Public and Private Project Participation

Both public and private projects will be allowed to participate in the SEP-HCP contingent upon the availability of Preservation Credits and/or established karst preserves to meet the required amount of Incidental Take Coverage needed.

5. Projects over the Recharge and Contributing Zones

Projects over the Edwards Aquifer Recharge and Contributing Zones are allowed to participate in the SEP-HCP. These projects will occur regardless of the SEP-HCP and participation in the SEP-HCP will encourage compliance with the Endangered Species Act. It is also important to note that USFWS will permit project developers to create their own habitat conservation plan as long as they comply with the aquifer protection regulations, in the event that the project developers do not want to participate in the SEP-HCP.

6. GCW Preservation Goals

Upon request of the United States military and in support of military bases in San Antonio, the City and the County aspire to reach of a goal of a minimum of 30 percent of the GCW habitat preserved to be located within Bexar County, or 5 miles from its boundary. This will be a long term goal; however, it will not be a mandatory requirement of the SEP-HCP.