



CONTRACT NO. 19-962-TES
BETWEEN THE
EDWARDS AQUIFER AUTHORITY
AND
ICF JONES AND STOKES, INC.
FOR CONSULTANT SERVICES FOR EDWARDS AQUIFER HABITAT
CONSERVATION PLAN INCIDENTAL TAKE PERMIT OPTIONS ANALYSIS

This Contract is made and entered into by and between the EDWARDS AQUIFER AUTHORITY (EAA), a political subdivision of the State of Texas, with its principal place of business located at 900 E. Quincy Street, San Antonio, Texas 78215, and ICF JONES AND STOKES, INC. (Contractor), with its principal place of business located at 980 9th Street, Suite 1200, Sacramento, California 95814. Each of these entities is, at times, referred to in this Contract individually as a "Party," and both are referred to collectively as "Parties."

RECITALS

WHEREAS, the EAA was created by the Edwards Aquifer Authority Act, Act of May 30, 1993, 73rd Leg., R.S., ch. 626, 1993 Tex. Gen. Laws 2350, as amended (Act); and

WHEREAS, under Section 1.02 of the Act, the EAA is a conservation and reclamation district created by virtue of Article XVI, Section 59, Texas Constitution, and is a governmental agency and body politic and corporate vested with the full authority to exercise the powers and to perform the functions specified in the Act, and other applicable law; and

WHEREAS, under Section 1.08(a) of the Act, the EAA has all the powers, rights and privileges necessary to manage, conserve, preserve, and protect the Edwards Aquifer (Aquifer) and to increase the recharge of, and prevent the waste or pollution of water in, the Aquifer; and

WHEREAS, under Section 1.11(d)(2) of the Act, and other applicable law, the EAA may enter into contracts; and

WHEREAS, under Section 1.11(d)(9) of the Act, the EAA is authorized to hold an incidental take permit under the federal Endangered Species Act of 1973 ("ESA"), 16 U.S.C. §§ 1531-1544; and

WHEREAS, under Section 1.14(a)(6), and (7) of the Act, the EAA is required to protect aquatic and wildlife habitat, and protect species that are designated as threatened or endangered under federal or state law; and

WHEREAS, under Section 1.14(h) of the Act, the EAA is required to implement a plan to ensure that springflows at Comal Springs and San Marcos Springs are maintained to protect endangered and threatened species to the extent required by federal law; and

WHEREAS, under Section 1.26A of the Act, the EAA is required to develop and implement a recovery implementation program for the endangered and threatened species associated with the Aquifer; and

WHEREAS, under Section 49.057(a), Texas Water Code, the EAA may contract with all persons, firms, partnerships, corporations, or other entities, public or private, deemed necessary by the EAA Board of Directors (“Board”) for the conduct of the affairs of the EAA; and

WHEREAS, under Section 49.211(a), Texas Water Code, the EAA has the functions, powers, authority, rights, and duties that will permit it to accomplish the purposes for which it was created or the purposes authorized by the constitution, the Texas Water Code, or any other law; and

WHEREAS, under Section 49.213(b), Texas Water Code, the EAA may enter into contracts with any person or any public or private entity in the performance of any purpose or function permitted by the EAA; and

WHEREAS, under Section 49.213(c)(7), Texas Water Code, the EAA may enter into contracts with persons or any public or private entities on the terms and conditions the Board may consider desirable, fair, and advantageous for, among other things, the exercise of any rights, powers, and duties granted to the EAA; and

WHEREAS, on March 18, 2013, the U.S. Fish and Wildlife Service (Service) issued Incidental Take Permit No. TE-63663A-0 (ITP) to the EAA, the City of New Braunfels, the City of San Marcos, the City of San Antonio, acting by and through its San Antonio Water System, and Texas State University (“Permittees”), under Section 10(a) (16 U.S.C. § 1539(a)) of the ESA for a fifteen (15) year term; and

WHEREAS, on January 21, 2015, the Service amended the ITP, and renumbered it No. TE-63663A-1; and

WHEREAS, the ITP was issued to consist of two phases over the fifteen (15) year term of the ITP; and

WHEREAS, Phase I commenced on March 18, 2013 and continues through March 17, 2020, and primarily is focused on obtaining new science and monitoring data on the activities that were conducted under the Edwards Aquifer Habitat Conservation Plan (EAHCP) Program during Phase I to evaluate their efficacy; and

WHEREAS, Phase II commences March 18, 2020 and continues through March 31, 2028, and will essentially constitute the continuation of the Phase I activities after an extensive adaptive management review process had been conducted; and

WHEREAS, the EAA's EAHCP staff desire to begin early the planning process for the eventual transition under the ESA from the current ITP to the regulatory environment that will replace the ITP after its expiration; and

WHEREAS, the Contractor will provide guidance and expertise to the EAHCP staff regarding options available to the EAHCP upon expiration of the current ITP; and

WHEREAS, the EAA's Executive Committee, on December 3, 2019, voted to recommend the Board approve Contract No. 19-962-TES between the EAA and the ICF Jones and Stokes, Inc. for consultant services for strategic advice and options related to the expiration of the current ITP for a total amount not to exceed \$98,160 for the period commencing on January 1, 2020, and terminating on September 30, 2020, and authorizing the General Manager to execute such Contract; and

WHEREAS, the Contract was reviewed by EAA legal counsel prior to Board approval; and

WHEREAS, a regular meeting of the Board was held on December 10, 2019, at 3:00 p.m., notice of public meeting having been duly and properly posted in accordance with Chapter 551, Texas Government Code; and

WHEREAS, an agenda item was duly listed in the notice of public meeting that is the subject of this Contract; and

WHEREAS, a majority of the Directors of the Board was present and constituted a quorum; and

WHEREAS, the Board duly considered and took action on the agenda item that is the subject of this Contract; and

WHEREAS, a vote of the majority of the quorum of the Board present passed on, voted in favor of, adopted and approved this Contract; and

WHEREAS, it is in the public interest that the EAA enter into this Contract.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises and agreements set forth in this Contract, the sufficiency of which is hereby acknowledged, the EAA and the Contractor agree as follows:

ARTICLE I – TERM; DESCRIPTION OF WORK

Section 1.1. Term. This Contract is effective and commences on January 1, 2020 (Effective Date) and terminates on September 30, 2020 (Expiration Date).

Section 1.2. Services. Subject to the terms and conditions of this Contract, the EAA engages the Contractor to perform, for the benefit of the EAA, the work set forth and described in this Contract and in the following documents (Services): (1) the Scope of Work which is attached hereto as Exhibit A (Scope of Work); (2) the Task Budget Estimate which is attached hereto as Exhibit B (Task Budget Estimate); and (3) the Contractor Timeline which is attached hereto as Exhibit C (Contractor Timeline). The Contractor accepts such engagement and agrees to devote its best efforts and abilities, and furnish all necessary labor, machinery, equipment, tools, and transportation necessary in furtherance thereof.

Section 1.3. Commencement and Completion of Services. The Contractor will commence performing the Services immediately upon the date of receipt of the written notice to proceed issued by the EAA's General Manager. All Services will be completed and delivered to the EAA by the Expiration Date and shall be completed in compliance with the schedules, budgets, descriptions and specifications contained herein and in the Exhibits attached hereto. It shall be the Contractor's responsibility to ensure that the completion times for the Services are met. Time is of the essence in the performance of this Contract.

ARTICLE II – AMENDMENTS

Section 2.1. This Contract may be amended only by written agreement of the Parties.

Section 2.2. Amendments by the General Manager. The Board of Directors of the EAA delegates the authority to the General Manager to enter into amendments to this Contract without further authorization by the Board consistent with the General Manager's authority to enter into contracts under Section 4.01 of the EAA's Bylaws.

ARTICLE III – COMPENSATION

Section 3.1. Fees. The EAA agrees to pay the Contractor for the Services rendered in accordance with the Scope of Work, Task Budget Estimate, and Contractor Timeline as stated in the Exhibits of this Contract, for a total fixed Contract amount of \$98,160. The Contractor may not invoice the EAA for any amount that exceeds this amount and will be responsible for the payment of any other additional work needed in order to perform the Services that may exceed the total fixed Contract amount. The Contractor agrees and understands that the EAA will not be held accountable for any such exceedances. Additionally, the Contractor agrees and understands that

any costs or expenses it incurs in the performance of the Services shall be borne solely by the Contractor with no separate right of reimbursement from the EAA.

Section 3.2. Payment. All “invoice packets” from the Contractor to the EAA for the Services performed for each previous month’s activities shall be sent no later than the 15th day of each month beginning February 15, 2020. Each invoice packet shall contain the following: (1) the Task Budget against which the invoice amount is proposed to be charged; (2) a general description of the Services rendered by Task in the Scope of Work; (3) a certified invoice summary sheet; and (4) a progress report containing: (a) a description of the work completed by Task in the Scope of Work; (b) an update of the work schedule compared to the Contractor Timetable as it relates to achievement of the deliverables; (c) an estimate of the percent completion by Task in the Scope of Work; and (d) a discussion of any issues or problems that may affect a deliverable due date. The monthly invoice packet must be submitted electronically in Adobe Acrobat (pdf) format via email to Damon Childs, HCP Contract Administrator at dchilds@edwardsaquifer.org. The terms of each invoice shall be net thirty (30) days upon EAA receipt and approval of that invoice.

ARTICLE IV – INDEPENDENT CONTRACTOR

Section 4.1. No Employment Relationship. The Parties understand and agree that this Contract does not create a fiduciary relationship between them, that they are separate entities, that the Contractor is an independent contractor with respect to the performance of the Services and is not subject to the direct or continuous control or supervision of the EAA, and that nothing in this Contract is intended to make either Party a subsidiary, joint venturer, partner, employee, agent, servant or representative of the other Party for any purpose whatsoever. The Contractor shall provide any and all equipment, materials and personnel necessary for the performance of the Services. The EAA shall have no right of direction or control of the Contractor, or its employees, agents, or subcontractors except in the results to be obtained, and in a general right to order the performance of the Services to start or stop as agreed to herein, to inspect the progress of the Services, and to receive reports. The Contractor shall accommodate reasonable requests from the EAA to allow EAA employees, agents or representatives to accompany and observe Contractor personnel, agents, and subcontractors in carrying out the Services.

ARTICLE V – CONTRACTOR PERSONNEL AND SUBCONTRACTORS

Section 5.1. Personnel. The Contractor will provide any and all personnel necessary for its performance of the Services. The Contractor will be responsible for its employees and agents in all respects, including, without limitation, their compliance with applicable laws and their safety, including without limitation, all Occupational Safety and Health Administration (OSHA) standards, requirements, and regulations. The Contractor indemnifies and holds harmless the EAA, and its directors, officers, employees and agents, from and against any claims brought by any employee, subcontractor or other agent of the Contractor relating in any way to the Services.

Section 5.2. Subcontractors. In performing the Services, the Contractor may retain and utilize as its subcontractors, those individuals identified to and approved in writing by the EAA, in advance. The EAA, in consultation with the Contractor, shall have the right to terminate, limit, or alter, at any time, the participation of any approved subcontractor utilized by the Contractor. No

additional subcontractors may be retained by the Contractor to perform any Services without the prior written consent of the EAA. The Contractor will be responsible for its subcontractors in all respects including their compliance with applicable laws and their safety, including without limitation, all OSHA standards, requirements, and regulations.

ARTICLE VI – TERMINATION

Section 6.1. Termination. The EAA may terminate this Contract at any time, including at the expiration of each budget or payment period during the term of this Contract, with or without cause, upon ten (10) days prior written notice to the Contractor. Upon receipt of such termination notice, the Contractor shall immediately stop all work in progress, including all work performed by its employees, agents, or subcontractors. Insofar as possible, all work in progress will be brought to a logical termination point. Within thirty (30) days of the final invoice following termination, the EAA shall pay the Contractor all moneys then due and owing for the Services rendered, costs and expenses reasonably incurred up to the time of termination.

ARTICLE VII – OWNERSHIP OF MATERIALS

Section 7.1. Ownership. All information, documents, property, or materials produced, created, or supplied under this Contract by the Contractor, its employees, agents or subcontractors or anyone else, and whether finished or unfinished or in draft or final form, will be the property of the EAA. The EAA shall have unlimited rights to technical and other data resulting directly from the performance of the Services.

Section 7.2. Delivery of Documents upon Termination. Upon expiration or termination of this Contract under Sections 1.1, or 6.1, the Contractor will promptly deliver to the EAA all information, documents, property and materials not already in the possession of the EAA.

Section 7.3. Nondisclosure of Documents. The information, documents, property, or materials produced, created or supplied under this Contract by the Contractor, including preliminary technical reports and studies, shall not be disclosed by the Contractor to any third-party without the prior written consent of the EAA. The Contractor shall immediately advise the EAA of any requests for any such information, document, property, or materials by a third-party. The unauthorized disclosure of such information, documents, property, or materials in violation of this section shall, in the sole judgment of the EAA, constitute a breach of this Contract and shall be subject to all applicable remedies at law or equity.

Section 7.4. Record Copies. The Contractor shall retain a record copy of all information, documents, property, or materials developed in the course of performing the Services. Upon request of the EAA, such information, documents, property, or materials will be promptly supplied to the EAA, including after the Expiration Date or the termination of this Contract under Section 6.1. The EAA will reimburse the Contractor for actual cost of time and expenses of reproduction of such materials when requested.

ARTICLE VIII – NON-PERFORMANCE

Section 8.1. The Contractor warrants that it will perform all Services in a good and workmanlike manner, strictly in accordance with the standards of the Contractor's profession, the Scope of Work, and as otherwise provided in this Contract and the Exhibits hereto. The Contractor's failure to timely perform the Services as warranted and agreed shall constitute a breach of this Contract and shall be subject to all applicable remedies at law or equity. Judgment of nonperformance shall rest solely with the EAA.

ARTICLE IX – LIQUIDATED DAMAGES

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ARTICLE X – BOND COVERAGE

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ARTICLE XI – INSURANCE

Section 11.1. Insurance Coverages. During the term of this Contract, the Contractor shall obtain and maintain in effect, at Contractor's expense, appropriate insurance policies protecting the Contractor and the EAA, and their respective directors, officers, employees and agents, against any loss, liability, personal injury, death, property damage or any expense arising out of the performance of the Services, including, without limitation: (1) worker's compensation insurance in compliance with applicable state law; (2) comprehensive general liability insurance, insuring against property damage, personal injury and death, in an amount of no less than \$1,000,000.00 per occurrence; (3) automobile liability insurance in an amount no less than \$1,000,000.00; (4) umbrella liability insurance in an amount of no less than \$1,000,000.00. Said insurance policies shall be with insurance carriers licensed to do business in Texas. The Contractor shall be responsible for requiring that its subcontractors carry and maintain adequate insurance coverage and shall promptly provide written evidence of such to the EAA.

Section 11.2. Additional Insureds. The Contractor shall name the EAA and its directors, officers, employees, and agents as "additional insureds" on all of the insurance policies specified in Subsection 11.1 above, or with respect to the worker's compensation insurance, contain waivers of subrogation by Contractor and the insurance carrier in favor of the EAA. Not later than the date of receipt of the written notice to proceed under Section 1.3, the Contractor must provide the EAA with certificates of insurance to be issued directly to the EAA by the Contractor's insurance agent, identifying the specified coverage. The Contractor, through its agent of record, shall notify the EAA of any changes in coverages within thirty (30) days prior to any effective date of change.

Section 11.3. No limitations. Contractor's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by the EAA, nor shall Contractor's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 12.2.

ARTICLE XII – ASSUMPTION OF RISK AND INDEMNIFICATION

Section 12.1. Risk. The Contractor shall assume all risks associated with the Contractor's or its subcontractors' performance under this Contract and shall waive any claim against the EAA and its directors, officers, employees and agents for damages arising out of the performance of the Services.

Section 12.2. Indemnification. The Contractor shall defend, indemnify and hold harmless the EAA, and its directors, officers, employees and agents from any and all damages, loss, or liability of any kind whatsoever, including the costs and attorneys' fees of litigation or any other proceeding arising from: (a) contracts or any other arrangements between the Contractor and any third parties entered into to perform the Services, (b) any claims brought by any person relating to this Contract or the Services, or (c) the quality or the performance of the Services.

ARTICLE XIII – NOTICES

Section 13.1. Notices to the EAA. All notices or communications under this Contract to be mailed or delivered to the EAA shall be in writing and shall be sent to the EAA's principal place of business as follows, unless and until the Contractor is otherwise notified:

EDWARDS AQUIFER AUTHORITY
ATTENTION: Latifah Jackson, Contracts and Business Development Coordinator
900 E. Quincy Street
San Antonio, Texas 78215

Section 13.2. Notices to the Contractor. All notices or communications under this Contract to be mailed or delivered to the Contractor shall be in writing and shall be sent to the address of the Contractor as follows, unless and until the EAA is otherwise notified:

ICF JONES AND STOKES, INC.
ATTENTION: Jodi Young, Contracts Manager
980 9th Street, Suite 1200
Sacramento, CA 95814

Section 13.3. Effective Date of Notice. Any notices or communications required to be given in writing by one Party to the other shall be considered as having been given to the addressee on the date the notice of communication is posted by the sending Party.

ARTICLE XIV – MISCELLANEOUS

Section 14.1. Entire Agreement. This Contract and the attached Exhibits constitute the entire agreement between the Parties regarding the Services to be performed by the Contractor and there are no representations, warranties, agreements or commitments between the Parties except as set forth herein. Unless otherwise authorized herein, no amendments or additions to this Contract shall be binding on the Parties unless in writing and signed by the Parties.

Section 14.2. Non-Waiver. No delay or failure by either Party to exercise any right under this Contract, nor any partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Section 14.3. Headings. Headings in this Contract are for convenience only and shall not be used to interpret or construe its provisions.

Section 14.4. Governing Law. This Contract shall be deemed to have been executed and performed in the State of Texas and shall be construed in accordance with and governed by the laws of the State of Texas. Venue for any disputes or claims arising from this Contract shall be exclusively in the proper courts in Bexar County, Texas.

Section 14.5. Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 14.6. Binding Effect. The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that the Contractor may not assign any of its rights nor delegate any of its duties hereunder without the EAA's prior written consent.

Section 14.7. Validity. The invalidity of any provision or provisions of this Contract shall not affect any other provision of this Contract, which shall remain in full force and effect, nor shall the invalidity of a portion of any provision of this Contract affect the balance of such provision.

Section 14.8. Non-Waiver of Immunity. Nothing in this Contract is intended as any waiver by the EAA of any immunity from suit to which it is entitled under Texas law.

Section 14.9. Survival. Termination of this Contract for breach shall not constitute a waiver of any rights or remedies available at law or in equity to a Party to redress such breach. All remedies, either under this Contract or at law or in equity or otherwise available to a Party, are cumulative and not alternative and may be exercised or pursued separately or collectively in any order, sequence or combination. In addition, to these provisions, applicable provisions of this Contract shall survive any termination of this Contract.

Section 14.10. Attachments. The Exhibits, schedules and/or other documents attached, referred to in this Contract, are incorporated in and made a part of this Contract for all purposes. As used herein, the expression "Contract" means the body of this Contract and such attachments, Exhibits, schedules and/or other documents attached, and the expressions "herein," "hereof," and "hereunder" and other words of similar import refer to this Contract and such exhibits, schedules and/or other documents as a whole and not to any particular part or subdivision thereof.

Section 14.11. Costs. If any legal action, or any other proceeding is brought by a Party for the enforcement of this Contract or because of an alleged breach or default of this Contract, the prevailing Party shall be entitled to recover reasonable costs incurred, including but not limited to,

the attorney's fees arising from such action or proceeding in addition to any other relief to which the prevailing Party may be entitled.

Section 14.12. Authority to Contract. Each Party represents and warrants for the benefit of the other Party that: (1) it has the legal authority to enter into this Contract; (2) this Contract has been duly approved and executed; (3) no other authorizations or approvals are or will be necessary in order to approve this Contract and to enable that Party to enter into and comply with the terms and conditions of this Contract; (4) the person executing this Contract on behalf of each Party has the authority to bind that Party; and (5) the Party is empowered by law to execute any other agreement or documents and to give such other approvals, in writing or otherwise, as are or may hereafter be required to implement and comply with this Contract.

Section 14.13. Officers or Agents. No officer or agent of the Parties is authorized to waive or modify any provision of this Contract. No amendment to or rescission of this Contract may be made except by a written document signed by the Parties' authorized representatives.

IN WITNESS WHEREOF, this Contract is executed as of the day and date first written above, in Section 1.1.

EDWARDS AQUIFER AUTHORITY

ICF JONES AND STOKES, INC

By: _____
Roland Ruiz
General Manager

By: _____
Ted Lee
Senior Vice President

ATTEST:

ATTEST:

By: _____
Jennifer Wong-Esparza
Assistant to the Board Secretary

By: _____
Jodi Young
Contracts Manager

APPROVED AS TO FORM:

Darcy Alan Frownfelter
General Counsel
Edwards Aquifer Authority

EXHIBIT A SCOPE OF WORK

The Contractor shall perform the following tasks and subtasks:

TASKS

Task 1. Meeting with EAHCP Program Manager, Workshop for EAHCP Staff, and Interviews with EAHCP Implementing Committee Members

- 1.1. Attend meeting and site tours with EAHCP Program Manager (2 days)
Advise EAHCP Program Manager on options to consider upon termination of the current Incidental Take Permit (ITP) as well as any financial implications, timeframes for approval, and other key considerations in determining the EAHCP's path moving forward. In addition, the Contractor will provide information and guidance on current USFWS guidelines, practices, and procedures for Habitat Conservation Plans (HCPs), including:
 - a. Approaches other regional HCPs have taken to amend, renew, or other available options, particularly those with common age, size, or complexity;
 - b. Comparison of timelines for amendment, renewal, or other available options;
 - c. Lessons learned by other HCPs and their permittees that may apply to the EAHCP;
 - d. Approaches to address climate change including but not limited to the effects of climate change on covered species and mitigation measures that could be considered as part of a new permit option;
 - e. Estimated costs associated with each option; and
 - f. Estimated timeframes for approval of each option.
- 1.2. Conduct an in-person workshop with the EAHCP Staff (1 day)
The Contractor will gather information on the future direction of the EAHCP, discuss options available to the EAHCP permit holders, and identify key factors in determining and ranking potential courses of action, including:
 - a. Whether to add additional covered species, such as those that may be listed in the future;
 - b. Whether to delete any covered species, such as those that are petitioned or are likely extinct;
 - c. How the EAHCP treats species that could be down-listed or de-listed;
 - d. Potential covered activities that may added that were not covered in the original permit;
 - e. Take authorization for covered activities;
 - f. Take authorization for new activities;
 - g. Adjustments needed to address elements of the conservation strategy that are not feasible or no longer contribute to biological goals and objectives; and
 - h. Adjustments needed to address community demands and/or biological status.

- 1.3 Conduct interviews with EAHCP Implementing Committee Members (1 day). The Contractor will facilitate individual interviews with EAHCP Implementing Committee Members to gather feedback.

Task 2. Draft Permit Options Report

The Contractor will provide a written draft report summarizing options available, with an analysis of the consequences and costs associated with each option. The Contractor will propose a recommended option to the EAHCP Program Manager and outline any steps to move forward with this option. This report will include an assessment of the current HCP and how the plan could be modified to improve its efficacy moving forward as a lead up to, termination of, and replacement approach to the current ITP.

Task 3. EAA Board of Directors Presentation (½ day)

The Contractor will present a summary of the draft Permit Options Report to the EAA Board for the purpose of receiving comment.

Task 4. EAHCP Implementing Committee Workshop (1 day)

The Contractor will conduct a workshop to present the draft report summarizing options and the recommended path forward to the EAHCP Implementing Committee.

Task 5. EAHCP Stakeholder Committee Workshop (1 day)

The Contractor will conduct a workshop for EAHCP Stakeholder Committee members on EAHCP options and related case studies, key considerations in determining the EAHCP's path moving forward, the recommended option, and the steps necessary to continue mitigation of federally protected species beyond the current ITP.

Task 6. Final Permit Options Report

After incorporation of all comments into the Draft Permit Options Report, the Contractor will update the report and provide an Administrative Final Permit Options Report for the EAHCP Program Manager, staff, and EAA leadership to review. Any final comments will be incorporated into the Final Permit Options Report delivered to the EAHCP Program Manager.

EXHIBIT B TASK BUDGET ESTIMATE

<u>Task</u>	<u>Cost</u>
Task 1. Meeting with EAHCP Program Manager, Workshop for EAHCP Staff, and Interviews with EAHCP Implementing Committee Members	\$31,075.00
Task 2. Draft Permit Options Report	\$17,095.00
Task 3. EAA Board of Directors Presentation	\$ 7,040.00
Task 4. EAHCP Implementing Committee Workshop	\$16,225.00
Task 5. EAHCP Stakeholder Committee Workshop	\$15,660.00
Task 6. Final Permit Options Report	\$11,065.00
<u>TOTAL</u>	<u>\$98,160.00</u>

Task Budget Assumptions:

1. Up to two of the Contractor's Staff will hold up to 12 1-hour teleconferences with EAHCP staff throughout the project, including the following:
 - a. One teleconference to kick off the project.
 - b. Two teleconferences to plan for the EAHCP Program Manager meeting and/or EAHCP staff workshop.
 - c. Three teleconferences during development of the Draft Permit Options Report.
 - d. Three teleconferences to discuss the Draft Report and plan for the EAHCP Implementing Committee workshop.
 - e. Three teleconferences to complete the Final Report and to plan for the EAHCP Stakeholder Committee workshop.
2. The two-day meeting with the EAHCP Program Manager, the one-day workshop with the EAHCP staff, and the interviews with EAHCP implementing committee members will occur in four consecutive days to minimize travel costs.
3. Two of the Contractor's staff will attend the in-person meeting and all workshops.
4. All in-person meetings, workshops, and report presentations will be held at the EAA Office in San Antonio or other venue in San Antonio or nearby as determined by EAA.
5. A presentation on the draft permit options report provided to the EAA Board of Directors will take no more than ½ day.
6. EAHCP Staff will coordinate logistics of all workshops (announcements to attendees, arrangements, etc.)

7. Handouts and all workshop materials will be printed by EAA.
8. Workshops, including field visits, will take up to one full (8-hour) day.
9. Report deliverables will be provided only in MS Word, with any necessary figures in PDF.
10. No original graphics, maps, or figures requiring Geographic Information System (GIS) or graphics production will be needed for the Draft or Final Report or workshop materials.
11. The Final Report will be provided in electronic and for-print PDF format.
12. Presentation deliverables will be provided in MS PowerPoint or in PDF.
13. Workshop agendas will be provided in MS Word.
14. The EAHCP Program Manager and other EAHCP staff will have the following review periods for deliverables:
 - a. Permit Options Report Outline: 2 weeks
 - b. Draft Permit Options Report: 4 weeks
 - c. Administrative Final Permit Options Report: 3 weeks
 - d. Draft workshop agendas and presentations: 1 week
15. EAA comments on the Draft Permit Options Report and Administrative Final Permit Options Report will be provided in track changes in a single MS Word document, consolidating comments from multiple reviewers.
 - a. The Final Permit Options Report will be up to 75 pages long, including necessary tables and/or figures.

EXHIBIT C
CONTRACTOR TIMELINE

<u>Anticipated Timeline (Week Of)</u>	<u>Deliverable</u>
January 6, 2020	Kick-off call with EAHCP Program Manager and staff
February 17, 2020	EAHCP Program Manager Meetings, EAHCP Staff Workshop (Workshop 1), and EAHCP Implementing Committee Interviews
March 2, 2020	Deliver Final Report Outline
March 16, 2020	EAHCP Program Manager and staff provide comments on Report Outline
April 27, 2020	Deliver Draft Permit Options Report
May 12, 2020	EAA Board of Directors Presentation of Draft Permit Options Report
May 25, 2020	EAHCP Program Manager and staff provide comments on Draft Permit Options Report
June 15, 2020	EAHCP Implementing Committee Workshop (Workshop 2)
TBD	EAHCP Stakeholder Committee Workshop (Workshop 3)
TBD	Deliver Administrative Final Permit Options Report
TBD	EAHCP Program Manager, staff, and EAA leadership provide comments on Administrative Final Report
TBD	Deliver Final Permit Options Report
September 30, 2020	Contract ends