

THE STATE OF TEXAS

INTERAGENCY COOPERATION CONTRACT

COUNTY OF TRAVIS

This Contract and Agreement is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Chapter 771 of the Texas Government Code.

**I. CONTRACTING PARTIES:**

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

The Performing Agency: University of Texas–Pan American (UT-PANAM)

**II. STATEMENT OF SERVICES TO BE PERFORMED:**

Objective: UT-PANAM shall monitor the status of repatriated Rio Grande silvery minnows (*Hybognathus amarus*) in the Big Bend region of Texas over three years.

UT-PANAM shall perform all tasks necessary to meet the objectives and complete the project as set out in Attachment A, incorporated herein for all purposes, including but not limited to the following tasks:

Oct - Dec 2008. Obtain from USFWS Rio Grande silvery minnow raised from eggs collected in the wild (preferred) or spawned in captivity.

Jan 2009. Stock fish in selected sites in Big Bend reach of Rio Grande identified as those in Big Bend Ranch State Park (Colorado Canyon, Madera or Grassy Banks or, Contrabando Canyon) and in Big Bend National Park (Mouth of Terlingua Creek, Santa Elena River Access, Hot Springs in BBNP or, the entrance to Boquillas Canyon).

2009-2010. Post Release Monitoring of Rio Grande silvery minnow populations in Big Bend reach of Rio Grande at time of introduction.

2010-2011. Monitoring of Rio Grande silvery minnow populations. Assessment of fish community structure and habitats where Rio Grande silvery minnows are found and a preliminary assessment of the habitat characteristics of areas where the species is not found for use in adaptive management of the restocking efforts.

UT-PANAM shall submit a Final Report, following guidelines provided by TPWD, on or before 31 March 2012. The Final Report shall then be forwarded to U. S. Fish and Wildlife Service (USFWS, Austin) for review and comments. TPWD will send revisions requested by USFWS, Austin, to the Principal Investigator for UT-PANAM, who shall respond to TPWD in writing within sixty (60) days of receipt of revision request.

**III. BASIS FOR CALCULATING REIMBURSABLE COSTS:**

See Estimated Cost in Attachment A. UT-PANAM may make adjustments up to 30% within cost categories listed in Attachment A without approval from TPWD, provided that the reimbursable cost does not exceed the total annual cost.

Twenty percent of contract value (\$15,000.00) shall be withheld from the disbursement until receipt of Final Report.

All invoices must be for work performed within the effective contract period, and must include appropriate backup documentation (e.g., copies of receipts, etc). Invoices received more than sixty (60) days after the end of the fiscal year (31 August) will not be paid.

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

For payment purposes, the Performing Agency (agency receiving payment) shall submit to the Receiving Agency (agency making payment) an invoice with the Performing Agency's RTI (for funds transfer at the Treasury) or a Purchase Voucher (for deposit in local bank account). The Receiving Agency will enter payment information into USAS.

SEND VOUCHERS TO: Dr. Craig Farquhar  
Endangered Species Grants Coordinator  
Wildlife Division  
Texas Parks and Wildlife Department  
4200 Smith School Road  
Austin, Texas 78744

#### IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: \$75,000.00 (Seventy-Five Thousand, and no cents).

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 the Texas Parks and Wildlife Department.

#### V. PAYMENT FOR SERVICES:

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

Payments for service performed shall be billed: quarterly. Invoices shall include documentation (e.g., copies of receipts, etc) for expenses toward both Federal and Match components of total cost, proportioned as described in Attachment A (Estimated Cost) and shall include details of work completed during the invoiced period.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

Allowable costs are restricted to those that comply with the Texas Uniform Grant Management Standards (UGMS) and additional state and federal rules and law. The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for allowable costs.

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

#### VI. TERM OF CONTRACT:

This Contract is to begin Upon signature of both parties, and  
shall terminate March 31, 2012.

## VII. MISCELLANEOUS PROVISIONS:

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

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

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

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

UT-PANAM 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 UT-PANAM from liability for losses under this Contract.

**Audit:** Performing Agency understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Agency further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing access to any information the state auditor considers relevant to the investigation or audit. Performing Agency shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Performing Agency and the requirement to cooperate is included in any subcontract it awards.

**Compliance with Other Law:** Performing Agency understands and agrees that by accepting money for services under this contract, it will comply with all federal laws and regulations related to grants of federal funds under this contract.

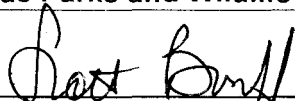
The undersigned contracting parties do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted

for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY

Texas Parks and Wildlife Department

By: \_\_\_\_\_



Scott Boruff  
Deputy Executive Director of Operations

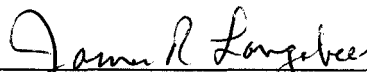
Date: \_\_\_\_\_

9/22/08

PERFORMING AGENCY

University of Texas-Pan American

By: \_\_\_\_\_



Authorized Signature  
**James R. Langabeer**  
**Vice President for Business Affairs**

Date: \_\_\_\_\_

Title  
9/17/08

## ATTACHMENT A

**Title:** Biological Monitoring of the Repatriation Efforts for the Endangered Rio Grande silvery minnow (*Hybognathus amarus*) in Texas

### Need

The historical distribution of the federally Endangered Rio Grande silvery minnow, *Hybognathus amarus*, included the Rio Grande from Española, New Mexico, through the Big Bend reach to the Gulf of Mexico, and the Pecos River from near Santa Rosa, New Mexico, to the confluence with the Rio Grande. Seven collections made between 1938 and 1960 documented that Rio Grande silvery minnow was among the most common fishes of the Big Bend reach. Despite several sampling events from 1977 to the present, the species has not been found in the area and there are no records of the silvery minnow in the Río Conchos of Mexico in either historic or recent collections (U.S. Fish and Wildlife Service 1999, 2006).

The reasons for the species' extirpation in the Rio Grande in Texas are uncertain, but are believed to have been due to drought and diversions, in combination with water pollution. However, the continued presence of other native members of the pelagic spawning guild to which the species belongs (e.g., speckled chub and Rio Grande shiner) is evidence that the Big Bend reach may support the reestablishment of Rio Grande silvery minnow. But, a natural repopulation of the Rio Grande silvery minnow to the Big Bend reach of the Rio Grande is not possible without human assistance (U.S. Fish and Wildlife Service 1999, 2006).

Based on the presence of suitable habitat, the presence of fish species that have similar habitat requirements, the recommendations of the Rio Grande Silvery Minnow Recovery Team's reach-by-reach analysis of the entire Rio Grande basin, and the results of a feasibility study (U.S. Fish and Wildlife Service 1999, 2006; Edwards 2005), the area in which silvery minnow are most likely to become reestablished after potential reintroduction in the Rio Grande is from Mulato Dam near Presidio, Texas to Foster's Weir near the Terrell/Val Verde County line.

The U.S. Fish and Wildlife Service is currently finalizing its NEPA and rulemaking process and Federal Register rule for the reestablishment of the Rio Grande silvery minnow into its historic habitat in the Big Bend reach of the Rio Grande in Texas. This will be a cooperative endeavor involving the U.S. Fish and Wildlife, the National Park Service, and the International Boundary and Water Commission, U.S. Section. The reestablished fish would have a 10(j) status, meaning that it would be classified as a nonessential experimental population (NEP) under the federal Endangered Species Act provisions.

It will be of paramount importance to monitor the stocked Rio Grande silvery minnow populations in the Big Bend region to determine whether the stocking was successful, various life history parameters, such as habitat occupation, time of reproduction, movements and interactions with other species, and to be able to provide timely data on the species' status in its environment to adaptively manage the multiple year restocking efforts in order to maximize the potential for the successful reestablishment of the species.

### Objective

To monitor the status of repatriated Rio Grande silvery minnows (*Hybognathus amarus*) in the Big Bend region of Texas over three years.

### Expected Results or Benefits

The goal of the reestablishment of the Rio Grande silvery minnow into the Big Bend region is to

establish a self-sustaining population of the species in part of its historic range and to partially fulfill one of the recovery goals of the Recovery Plan which, when other goals are also satisfied, would ultimately lead to the downlisting of the species. The draft revised Recovery Plan defines a self-sustaining population as one that can sustain a minimum of 500,000 unmarked fish, for five consecutive years without augmentation from captive-bred fish (U.S. Fish and Wildlife Service 2006).

Monitoring of the reestablished populations will provide data on 1) how the species is adapting to the habitats found within the Big Bend region; 2) potential or realized species interactions with the existing fish communities or the repatriated area; 3) the effects of various stocking conditions and release sites on the survival and establishment of the species; 4) assessment of whether the goal of establishing two year-classes is being met; 5) a better assessment of the need for habitat remediation within the region to increase the potential for obtaining a self-sustaining population of Rio Grande silvery minnows in the area; and 6) to establish and implement a statistically valid baseline to be able to compare various of the species life history parameters with those found in the Rio Grande silvery minnow source populations in New Mexico.

### **Approach**

Oct - Dec 2008. Raise Rio Grande silvery minnow in captivity. Eggs collected from the wild are the preferred source for Rio Grande silvery minnow raised in captivity for this reestablishment effort. However, Rio Grande silvery minnow will be raised from eggs spawned in captivity, if needed. This will be the responsibility of the U.S. Fish and Wildlife Service.

Jan 2009 Stock fish in Big Bend reach of Rio Grande (including site selection and preparation such as installation of holding pens). Potential release sites have been identified (Edwards 2005) and may include sites in the Big Bend Ranch State Park (Colorado Canyon, Madera or Grassy Banks or, Contrabando Canyon) and in Big Bend National Park (Mouth of Terlingua Creek, Santa Elena River Access, Hot Springs in BBNP or, the entrance to Boquillas Canyon). Site selection will concentrate on low-velocity habitat of sufficient depth (> 0.5 m) for release and those habitats which provide maximum areas for cover and acclimation to riverine conditions after release. This will be the responsibility of the U.S. Fish and Wildlife Service with cooperation and assistance by the National Park Service and the Texas Parks and Wildlife Department.

Task 1. 2009-2010 (at the time of the stocking). Post Release Monitoring of Rio Grande silvery minnow populations in Big Bend reach of Rio Grande at time of introduction.

The Middle Rio Grande Long-Term Fish Population Monitoring Program methodology as the model in the development and implementation of the sampling protocol.

Initially, one year of quarterly monitoring will be conducted to collect baseline information at selected monitoring sites. Specimens collected will be identified to species, counted and other ecological and life history measurements taken in our laboratories at the University of Texas-Pan American and at the HOH Fisheries Science Center.

Task 2. Jan. 2010 - Dec. 2011. Monitoring of Rio Grande silvery minnow populations.

Using the same monitoring protocols, the initial success of the original stocking will be assessed, especially whether year-1 fish have survived to year-2 and if they appear to have reproduced.

Task 3. Jan. - Dec. 2011. Monitoring of Rio Grande silvery minnow populations.

Assessment of fish community structure and habitats where Rio Grande silvery minnows are found and a preliminary assessment of the habitat characteristics of areas where the species is not found for use

in adaptive management of the restocking efforts.

#### Location

Big Bend region; Brewster County, TX; USA

#### Project Personnel

Robert J. Edwards  
Department of Biology  
University of Texas-Pan American  
1201 W. University Drive  
Edinburg, TX 78541  
(956) 381-3545  
[redwards@panam.edu](mailto:redwards@panam.edu)

Gary P. Garrett  
HoH Fisheries Science Center  
Texas Parks & Wildlife Department  
5103 Junction Hwy  
Ingram, TX 78025  
(830) 866-3356  
[Gary.Garrett@tpwd.state.tx.us](mailto:Gary.Garrett@tpwd.state.tx.us)

#### Estimated Cost

Description	Federal	Match	Total
<b>Personnel:</b> Robert J. Edwards, University of Texas-Pan American and Gary P. Garrett, Texas Parks and Wildlife Department.	\$24,000.00	\$11,666.66	\$35,666.66
<b>Travel</b> (lodging, roundtrip mileage from Edinburg, TX and Ingram, TX, state rate per diem)	\$20,000.00	\$13,333.34	\$33,333.34
<b>Equipment</b> (fish collection gear and environmental monitoring equipment)	\$6,000.00	\$0.00	\$6,000.00
<b>Supplies</b> (preservative, notebooks, misc. supplies for data collection)	\$4,680.00	\$0.00	\$4,680.00
<b>Contractual</b> (Use/rental of rafts, boats and river guides through Big Bend National Park/Lower Canyons)	\$4,000.00	\$0.00	\$4,000.00
<b>Fringe Benefits</b> (UTPA @ 18% of salaries)	\$4,320.00	\$0.00	\$4,320.00
<b>Overhead:</b> (UTPA @ 50% of salaries = 12% of Total Cost)	\$12,000.00	\$0.00	\$12,000.00
<b>Total Costs</b>	<b>\$75,000.00</b>	<b>\$25,000.00</b>	<b>\$100,000.00</b>

#### Literature Cited

Edwards, R. J. 2005. Feasibility of Reintroducing Rio Grande Silvery Minnows (*Hybognathus amarus*) to the Rio Grande, Big Bend Region, Texas. Final Report to the U.S. Fish and Wildlife Service, Austin, TX, 100 pp.

U.S. Fish and Wildlife Service. 1999. Rio Grande Silvery Minnow Recovery Plan. Albuquerque, NM., 142 pp. including appendices.

U.S. Fish and Wildlife Service. 2006. Draft (Revised) Rio Grande Silvery Minnow Recovery Plan. Albuquerque, NM.