

**IMPLEMENTING AGREEMENT FOR THE EDWARDS AQUIFER
RECOVERY IMPLEMENTATION PROGRAM
(SECTION 1.26A(C))**

This Implementing Agreement ("Agreement") for the Edwards Aquifer Recovery Implementation Program ("EARIP" or "RIP"), effective on the Effective Date stated in Section 9 below, is the agreement by and among the Edwards Aquifer Authority ("EAA"); United States Fish and Wildlife Service ("Service"), but only to the extent provided in Section 6 and other provisions in this Agreement; certain other appropriate federal agencies that execute this Agreement; the Texas Commission on Environmental Quality ("TCEQ"); the Texas Parks and Wildlife Department ("TPWD"); the Texas Water Development Board ("TWDB"); the Texas Department of Agriculture ("TDA"); and certain other stakeholder Participants who are signatories (individually "Party" and collectively "Parties") to develop a program document for the RIP.

RECITALS

- A.** This Agreement relates to legislation adopted by the 80th Texas Legislature in 2007 which, among other things, amends the Edwards Aquifer Authority Act ("Act") to address issues relating to the management of the Edward Aquifer ("Aquifer"). The applicable part of the legislation is Article 12 of Senate Bill 3, Act of May 28, 2007, 80th Leg., R.S., ch. 1430, §§ 12.01–12.12, 2007 Tex. Gen. Laws 5848, 5901, which is codified in the Act at Section 1.26A. In this Agreement, any reference to one or more Subsections shall refer to the correspondingly lettered subsection or subsections of Section 1.26A of the Act.
- B.** Subsections (a) through (c) require the Authority, with the assistance of Texas A&M University ("TAMU"), to cooperatively develop a RIP for species listed as threatened or endangered under federal law that are associated with the Aquifer through a facilitated, consensus-based process that involves input from the Service, other appropriate federal agencies, and all interested stakeholders, including certain stakeholders specifically listed in Subsection (e). The purpose of the RIP is to develop a program document ("Program Document") that may be in the form of a habitat conservation plan used to support the issuance of an incidental take permit with the United States Secretary of the Interior, through the Service and other appropriate federal agencies, under Section 4 or Section 6, Endangered Species Act of 1973 (16 U.S.C. Section 1533 or 1535, as applicable), based on the RIP. The statute provides that the Program Document must be approved and executed by September 1, 2012, and take effect December 31, 2012.
- C.** Section 1.26A further requires:
- C.1.** The creation of a Steering Committee, not later than September 30, 2007, to oversee and assist in the development of this Agreement and having representatives of certain identified state agencies, political subdivisions, and other stakeholders (Subsection (e));

- C.2. The designation by the Steering Committee of an Aquifer area expert science subcommittee ("Science Subcommittee") (Subsection (i) directed to provide certain reports on the Aquifer by stated deadlines (Subsections (j) and (k)));
 - C.3. The designation by the Steering Committee of a recharge facility feasibility subcommittee ("Recharge Subcommittee") (Subsection (n));
 - C.4. The appointment of a Program Director; housed by TAMU (Subsections (f) and (g));
 - C.6. The securing of funds from available local, state and federal sources for the RIP activities, including salaries for the Program Director and the assistants and consultant fees; and
 - C.5. The development by the Authority and other stakeholders, in cooperation with the Service and other appropriate federal agencies, of certain agreements by stated deadlines, including a memorandum of agreement ("MOA"), by December 31, 2007 (Subsection (b)), and this Agreement, by December 31, 2009 (Subsection (c)), in order to develop the Program Document.
- D. In compliance with the requirements of Section 1.26A,
- D.1. The Authority and other nonfederal stakeholder participants ("Participants") developed and entered into the MOA on January 10, 2008, and the Service consented to the MOA to the extent of its capacity under applicable law to do so. The list of Participants who signed the MOA is attached hereto as *Attachment 1*.
 - D.2. The Steering Committee members were designated and additional stakeholder representatives appointed to the Steering committee as authorized by Subsection (p).
 - D.3. The Steering Committee approved program operating rules ("PORs") for the conduct of RIP meetings and other activities fairly and openly in order to achieve consensus among Participants.
 - D.4. The Science Subcommittee was appointed by the Steering Committee, is meeting and conducting its business, and has issued its initial report timely in response to the charge in Subsection (j).
 - D.5. The Recharge Subcommittee was appointed by the Steering Committee, has been appointed, and is meeting and conducting its business.
 - D.6. A Public Outreach Subcommittee was appointed by the Steering Committee and is issuing press releases on the activities of the RIP.

- D.7. Various other subcommittees and workgroups have been appointed by the Steering Committee and charged to perform specific tasks and report findings to the Steering Committee.
- D.8. A Facilitator to facilitate the development of the Program Document has been selected by the Steering Committee after a process involving requests for proposals from candidates, review of such proposals, and interviews of candidates through a process developed by a Subcommittee. The Facilitator is required to conduct the facilitation in an open process in accordance with the POR.
- D.9. In compliance with Subsection (c), the Steering Committee has developed and approved, and the Parties have entered into, this Agreement, and the Service has consented to this Agreement to the extent of its capacity under applicable law to do so.
- D.10. The RIP and the Program Director have secured funding for the RIP through available federal, state, and local sources.
- D.11. All meetings of the RIP, the Steering Committee, the Subcommittees, and other RIP groups have been conducted, to the maximum extent feasible in compliance with the requirement in Subsection (h) that they be open to the public. The RIP publishes prior notices of all meetings and posts RIP-related documents, including the MOA, POR, this Agreement, meeting minutes, press releases, and Subcommittee reports, on its public website: <http://earip.tamu.edu>. The RIP also maintains a listserv to notify Participants of RIP meetings and Website postings.
- E. All signatories to this Agreement acknowledge that this cooperatively developed Agreement is sometimes referred to in Section 1.26A as the "implementing agreement" (Subsection (c)), and sometimes as the "cooperative agreement (Subsection (d-1), (e), and (m)), and that the agreement referred to in all such Subsections, by either term, is this Agreement.

AGREEMENT

In consideration of the premises and of other mutual consideration and benefits, the Parties to this Agreement agree as follows:

Section 1. Recitals Incorporated; Capitalized Terms; Captions.

The statements in the Recitals are incorporated and agreed to as if fully restated below in this Agreement. Unless the context clearly requires a different meaning, all capitalized terms and abbreviations shall have the meanings assigned in the Recitals. The captions in this Agreement are included for convenience only and shall not affect the construction or interpretation of any term in this Agreement.

Section 2. Purpose.

This Agreement is developed and agreed to in compliance with Subsection (c) and provides the agreement of the Parties to develop a Program Document. The Parties expressly acknowledge that Section 1.26A provides that the Program Document must be approved and executed by the EAA, TCEQ, TPWD, TDA, TWDB, and, to the limited extent described in Section 6, the Service, not later than September 1, 2012. The terms and provisions of the Program Document will be developed and agreed to pursuant to a facilitated decision-making process governed by the MOA, the POR, and any further procedural rules and rule amendments approved by the Steering Committee. Nothing in this document is intended to supersede any provision of the MOA or POR, and in the event of any inconsistency between this Agreement and the MOA or the POR, the provisions of the MOA and POR shall control.

Section 3. Open Consensus-Based Process.

3.1. The Parties will assure that the development of the Program Document is a collaborative, consensus-based process, as open and transparent as possible consistent with achieving the RIP goals with reasonable efficiency. The open consensus-based process of the RIP shall govern the preparation, discussion, and development of all terms of the Program Document. The Parties will further assure that the development of the Program Document proceeds on a reasonably timely basis pursuant, to the extent practicable, to the preliminary schedule attached as *Attachment 2*.

3.2. Subcommittee and Other Recommendations. As part of the decision-making process, the Parties shall consider the recommendations of the Science Subcommittee regarding the information required by Subsections (j) and (k), the results of the initial study prepared by a team of scientists led by Dr. Thomas Hardy, as well as any peer review report regarding such recommendations and studies, and the recommendations of the Recharge Facility Feasibility, Ecosystem Restoration Subcommittees, and any duly constituted subcommittee that may be subsequently created by the Steering committee.

3.3. Retention of Facilitator and Program Document Contractor. An entity designated by the Steering Committee, acting on behalf of the RIP, will retain the facilitator or facilitation team ("Facilitator") selected by the Steering Committee and a Program Document contractor ("Program Document Contractor") selected by the Steering Committee to assist in the development of the Program Document. The Steering Committee will approve the process governing interactions between the Parties.

Section 4. Role of Supporting Personnel.

4.1 Independent Input. The Parties acknowledge the importance of independent scientific input into the development of the Program Document and the importance of having other advisors who can approach the issues without a particular interest in order to help the Participants achieve consensus recommendations. Accordingly, the Parties anticipate receiving input and guidance from at least the following Supporting Personnel, who shall have the roles assigned in this Section 4 and any additional roles and responsibilities assigned by the Steering

Committee:

4.2. Facilitator.

The Facilitator retained to assist the Participants shall ensure throughout the process that the process is open, transparent, and collaborative. Unless otherwise directed by the Steering Committee, the Facilitator will conduct the RIP decision-making sessions with respect to the development of the Program Document. The Facilitator will provide the Program Manager minutes of each decision-making session that summarize the discussions and any decisions made at the session and will perform other responsibilities stated in the Facilitator's engagement agreement and as may be directed by the Steering Committee.

4.3. Science Advisors.

4.3.1. The Steering Committee and Facilitator may utilize Science Advisors to advise the Participants during the decision-making process. The Science Advisors shall include but not be limited to (1) Dr. Thomas Hardy, to the extent funds are available and satisfactory contractual arrangements can be made (2) the Program Document Contractor, and (3) such other experts as may be designated from time to time by the Steering Committee.

4.3.2. The Participants may request the Steering Committee to seek the advice or forward an issue that is scientific in nature to be considered by one or more Science Advisors. The Science Advisors will not participate in the decision-making sessions except to the extent specifically requested by the Steering Committee.

4.3.3. The Steering Committee or Program Director may request the Science Advisors, individually or collectively, to assist and advise the Facilitator on technical issues. The Facilitator may, in coordination with the Program Director, request specific tasks, such as biological model development, to be conducted by one or more Science Advisors to inform the Facilitator, Steering Committee, and Participants in the decision-making process.

4.4. The Program Document Contractor.

The Program Document Contractor retained by the Steering Committee to assist the Participants will provide support and information in the decision-making process. Such support and information requests will be made by the Steering Committee and coordinated by the Program Director.

4.5. Expert Science Subcommittee.

The Expert Science Subcommittee will provide support and information requested by the Participants Committee and coordinated by the Program Manager.

4.6. Recharge Facility Feasibility Subcommittee.

The Recharge Facility Feasibility Subcommittee will provide support and information

4.7. Ecosystem Restoration Subcommittee.

The Ecosystem Restoration Subcommittee will provide support and information requested by the Steering Committee and coordinated by the Program Manager.

4.8. Public Outreach Subcommittee.

The Public Outreach Subcommittee will provide support requested by the Steering Committee and coordinated by the Program Manager.

4.9. Program Director.

The Program Director will participate in the decision-making meetings as may be specifically requested by the Steering Committee. The Program Director will be expected to bring to the attention of the Steering Committee questions and information relating to applicable legal and procedural requirements. Consistent with the requirements of the POR, the Program Director will manage the contracts of the Facilitator and other Supporting Personnel and will handle the logistical arrangements for the Facilitator, coordinate the activities of the RIP during the decision-making process, and serve as a liaison between the RIP and the Supporting Personnel.

Section 5. Funding.

5.1. Grant and Appropriation. Part or all of the funding for development of the Program Document will be from a Section 6 Habitat Conservation Planning Assistance Grant for \$1,063,250 from the Service and a 2010-2011 appropriation for support of the EARIP for up to \$1,692,500 from the 2009 Texas Legislature through the TWDB.

5.2. TWDB Process. The appropriation funding will be obtained from the TWDB through a water research grant application process. The EARIP Steering Committee shall designate an eligible entity to serve as the grant applicant and approve the application for the appropriation funds from the TWDB and will enter into the grant fund contract with the TWDB on behalf of the EARIP.

5.3. Funding Accountability. The Parties will implement measures to ensure accountability in all expenditures and acknowledge the importance of pursuing eligible cooperative and grant funding to the extent available from all state, federal, and other sources, making efficient use of those funds.

Section 6. General Provisions.

6.1. Service Limitation. The Service is not required by State law to enter into this Agreement. The Service can attend and participate in all decision-making meetings. The Participants may, from time-to-time, request input from the Service regarding the application of

the Endangered Species Act, National Environmental Policy Act, and the implementing regulations and guidance relating to such federal laws on issues in the decision-making process. The Service will endeavor to provide such input as soon as reasonably possible. Such requests will be made by the Program Manager to the Service's Austin Ecological Service's Field Supervisor.

6.2. No Exclusive Arrangement. This Agreement does not create an exclusive arrangement between the Service or the Department of the Interior and the other Parties or commit the Service, the Department of the Interior, or the other Parties to enter into any contract or other binding obligation.

6.2.1. By entering into this Agreement, no Party is obligated to enter into, approve, or execute any contract or other binding obligation including, without limitation, the Program Document or any other document included in or incorporated in the Program Document.

6.2.2. This Agreement is subject to and is intended to be consistent with all applicable federal, state, and local laws.

6.2.3. All Parties recognize that various Parties have statutory responsibilities that cannot be delegated. Nothing in this Agreement shall be construed to abrogate any of the statutory responsibilities of any Party, including:

(1) Responsibilities that relate to implementing specific strategies included in the Program Document;

(2) Authority to decide whether to approve any document, or amendment thereto, specifically required to be entered into by the Parties under Senate Bill 3; or

(3) The Service's statutory authority under the Endangered Species Act and other federal law. Nothing contained in this Agreement is intended to limit the authority of the United States government to seek civil or criminal penalties or otherwise fulfill its enforcement responsibilities under the ESA or other applicable law.

6.3. No Federal Action. This Agreement is not a Federal contract, rule, or regulation. This Agreement shall not be construed as or interpreted to be final Federal agency action.

6.4. No Liability for Costs. Though the Parties agree that no action at law or in equity may be brought to enforce or interpret the provisions of this Agreement, if any action at law or in equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, then each Party shall pay its own attorney's fees and costs. No Party shall be liable in monetary damages to any other Party or other person for any breach of this Agreement, any performance or failure to perform a mandatory or discretionary obligation imposed by this Agreement or any other cause of action arising from this Agreement. The Parties shall retain whatever liability they would possess for their present and future acts or failure to act without the existence of this Agreement.

6.5. Not Appropriation of Public Funds. Nothing in this Agreement may be construed to obligate the Service, the United States, or any other Party to any current or future expenditure of resources in advance of the availability of appropriations from Congress, the Texas Legislature, or the governing bodies of the respective state agencies or the Authority, as may be applicable. Nor does this Agreement obligate the Service, the United States, the Texas Water Development Board, or any other Party to spend funds on any particular project or purpose, even if funds are available.

6.6. Coordination. The Public Outreach Subcommittee shall coordinate with the Service regarding the publication of any RIP press release announcing the execution of the Agreement.

6.7. No Benefit. No member of or delegate to Congress shall be entitled to any share or part of this Agreement, or to any benefit that may arise from it.

6.8. Not a Regulation. The provisions of any statutes and/or regulations cited in this Agreement contain legally binding requirements. The Agreement itself does not alter, expand, or substitute for those provisions or regulations, nor is it a regulation itself. Thus, it does not impose legally-binding requirements on the Parties, nor does it create a legal right of action for the Parties or third-parties.

6.9. No Endorsement. Nothing in this Agreement may be interpreted to imply that any Party endorses any position or policy of the other Parties. The Parties to this Agreement will not take any action or make any statement that suggests or implies such an endorsement.

6.10. Termination.

6.10.1 This Agreement shall remain in effect until the earlier of September 1, 2012, or the execution of a superseding implementing agreement to implement the Program Document in compliance with the requirements of Section 1.26A. Any Party who withdraws from the RIP as provided in the MOA will not be bound by this Agreement from and after the date of such withdrawal.

6.10.2. The Service may choose to terminate its involvement with this Agreement upon providing thirty (30) days written notice to the other Parties. All other Parties are required by Subsection (c) to have entered into this Agreement and may not terminate their involvement except as provided in the preceding paragraph 6.10.1 of this Section 6.10.

Section 7. Amendment.

This Agreement may be amended at any time with the written consent of all Parties. This Agreement will only be amended upon agreement of all Parties.

Section 8. Entire Agreement.

Except as provided above in Section 2, this Agreement constitutes the entire agreement among the Parties. Except as provided above in Section 2, the Agreement supersedes any and all other agreements, either oral or in writing, with respect to the subject matter hereof to which the Service is a party and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise or agreement, oral or otherwise, has been made by any other Party or anyone acting on behalf of any other Party that is not embodied herein.

Section 9. Effective Date.

This Agreement is effective on that date on which it has been executed by duly authorized representatives of (1) the EAA, Service, TCEQ, TPWD, TDA, TWDB, and (2) of other members of the Steering Committee such that, collectively, at least 75 percent of the members of the Steering Committee have signed the document. This Agreement may be signed by additional stakeholders, including other appropriate federal agencies, following the Effective Date of this Agreement.

Section 10. Execution.

This Agreement may be executed in any number of duplicate originals. A complete original of this Agreement shall be maintained in the official records of the RIP and copies shall be made available to each of the Parties hereto.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Implementing Agreement:

EDWARDS AQUIFER AUTHORITY:

Signature

Date

Printed Name

Title

UNITED STATES FISH AND WILDLIFE SERVICE:

Joy E. Nicholopoulos
Signature

October 15, 2009
Date

Joy E. Nicholopoulos
Printed Name

TEXAS STATE ADMINISTRATOR
Title

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY:

Signature

Date

Printed Name

Title

TEXAS PARKS AND WILDLIFE DEPARTMENT:

Signature

Date

Printed Name

Title

TEXAS WATER DEVELOPMENT BOARD:

Signature

Date

Printed Name

Title

UNITED STATES FISH AND WILDLIFE SERVICE:

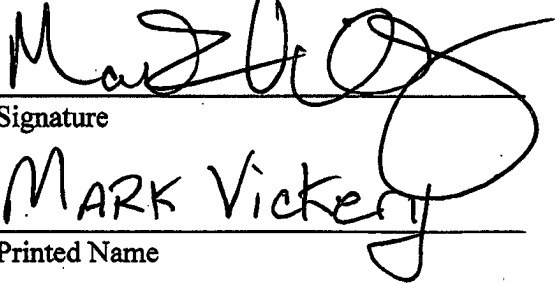
Signature

Date

Printed Name

Title

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY:



Signature

12-10-09

Date

MARK Vickery

Printed Name

Executive Director

Title

TEXAS PARKS AND WILDLIFE DEPARTMENT:

Signature

Date

Printed Name

Title

TEXAS WATER DEVELOPMENT BOARD:

Signature

Date

Printed Name

Title

UNITED STATES FISH AND WILDLIFE SERVICE:

Signature

Date

Printed Name

Title

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY:

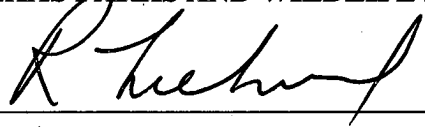
Signature

Date

Printed Name

Title

TEXAS PARKS AND WILDLIFE DEPARTMENT:



Signature

Oct. 5, 2009

Date

Ross Melinchuk

Printed Name

Dep. Ex. Dir. - Natural Resources

Title

TEXAS WATER DEVELOPMENT BOARD:

Signature

Date

Printed Name

Title

UNITED STATES FISH AND WILDLIFE SERVICE:

Signature

Date

Printed Name

Title

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY:

Signature

Date

Printed Name

Title

TEXAS PARKS AND WILDLIFE DEPARTMENT:

Signature

Date

Printed Name

Title

TEXAS WATER DEVELOPMENT BOARD:

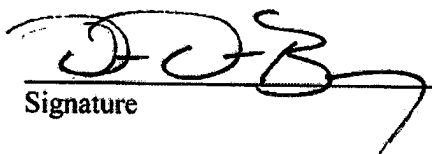

Signature

11-10-09
Date

J. Kevin Ward
Printed Name

Executive Administrator
Title

TEXAS DEPARTMENT OF AGRICULTURE:


Signature

12-18-09
Date

Drew DeBerry
Printed Name

Deputy Commissioner
Title

ALAMO CEMENT/PULLMAN LAW OFFICE:

Signature

Date

Printed Name

Title

BEXAR COUNTY:

Signature

Date

Printed Name

Title

BEXAR METROPOLITAN WATER DISTRICT:

Signature

Date

Printed Name

Title

TEXAS DEPARTMENT OF AGRICULTURE:

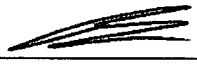
Signature

Date

Printed Name

Title

ALAMO CEMENT/PULLMAN LAW OFFICE:



Signature

12/30/09

Date

Devin "Buck" Benson

Printed Name

Attorney for Alamo Cement Company

Title

BEXAR COUNTY:

Signature

Date

Printed Name

Title

BEXAR METROPOLITAN WATER DISTRICT:

Signature

Date

Printed Name

Title

TEXAS DEPARTMENT OF AGRICULTURE:

Signature

Date

Printed Name

Title

ALAMO CEMENT/PULLMAN LAW OFFICE:

Signature

Date

Printed Name

Title

BEXAR COUNTY:

SEE PAGE 11-A FOR BEXAR COUNTY SIGNATURE PAGE

Signature

Date

Printed Name

Title

BEXAR METROPOLITAN WATER DISTRICT:

Signature

Date

Printed Name

Title

COUNTY OF BEXAR

By: _____

NELSON W. WOLFF

County Judge

10/20/09

ATTEST:

GERARD RICKHOFF

County Clerk

APPROVED AS TO LEGAL FORM:

SUSAN D. REED

Criminal District Attorney

Bexar County, Texas

By: _____

PATRICIA G. PROWSE

Assistant Criminal District Attorney

Civil Section

APPROVED AS TO FINANCIAL

CONTENT:

TOMMY J. TOMPKINS

County Auditor

DAVID SMITH

Executive Director/Budget Officer

Planning & Resource Management Dept.

TEXAS DEPARTMENT OF AGRICULTURE:

Signature

Date

Printed Name

Title

ALAMO CEMENT/PULLMAN LAW OFFICE:

Signature

Date

Printed Name

Title

BEXAR COUNTY:

Signature

Date

Printed Name

Title

BEXAR METROPOLITAN WATER DISTRICT:

Signature

Date

Jesse Morin

Printed Name

11/03/09
Jesse Morin

Director of Finance
Title

Reviewed By
Association of
DJB
Initial

CITY OF GARDEN RIDGE:

James M Bower
Signature

4/30/09
Date

James M Bower
Printed Name

Chair - Water Commission
Title

CITY OF VICTORIA:

Signature

Date

Printed Name

Title

CPS ENERGY:

Signature

Date

Printed Name

Title

DOW CHEMICAL:

Signature

Date

Printed Name

Title

CITY OF GARDEN RIDGE:

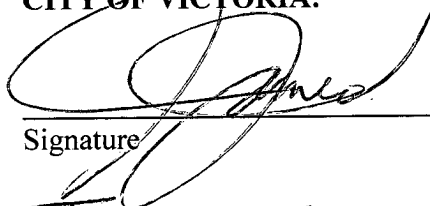
Signature

Date

Printed Name

Title

CITY OF VICTORIA:


Signature

Date

11/19/09

JERRY JAMES

Printed Name

DIRECTOR OF ENVIRONMENTAL SERVICES

Title

CPS ENERGY:

Signature

Date

Printed Name

Title

DOW CHEMICAL:

Signature

Date

Printed Name

Title

CITY OF GARDEN RIDGE:

Signature

Date

Printed Name

Title

CITY OF VICTORIA:

Signature

Date

Printed Name

Title

CPS ENERGY:

Scott Smith

Signature

9/11/09

Date

Scott A. Smith

Printed Name

Director Env. Plans

Title

DOW CHEMICAL:

Signature

Date

Printed Name

Title

CITY OF GARDEN RIDGE:

Signature

Date

Printed Name

Title

CITY OF VICTORIA:

Signature

Date

Printed Name

Title

CPS ENERGY:

Signature

Date

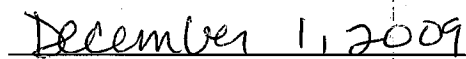
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Title

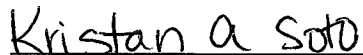
~~DOW CHEMICAL~~ representative of
Union Carbide Corporation



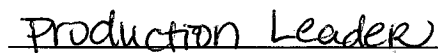
Signature



Date



Printed Name



Title

EAST MEDINA COUNTY SPECIAL UTILITY DISTRICT:

Bruce A. Alexander
Signature

12/2/09
Date

Bruce A. Alexander
Printed Name

Superintendent
Title

GILLELAND FARMS:

Signature

Date

Printed Name

Title

GUADALUPE BASIN COALITION:

Signature

Date

Printed Name

Title

GUADALUPE-BLANCO RIVER AUTHORITY:

Signature

Date

Printed Name

Title

EAST MEDINA COUNTY SPECIAL UTILITY DISTRICT:

Signature

Date

Printed Name

Title

GILLELAND FARMS:

Rader Gilleland

Signature

12/1/09

Date

Rader Gilleland

Printed Name

Representative of Ag Users

Title

GUADALUPE BASIN COALITION:

Signature

Date

Printed Name

Title

GUADALUPE-BLANCO RIVER AUTHORITY:

Todd Vottele

Signature

12-2-09

Date

Todd Vottele

Printed Name

*Ex. Mang. of Intergovernmental
Relations & Policy*

Title

EAST MEDINA COUNTY SPECIAL UTILITY DISTRICT:

Signature

Date

Printed Name

Title

GILLELAND FARMS:

Signature

Date

Printed Name

Title

GUADALUPE BASIN COALITION:


Signature

Date

11/18/09

THOMAS P. TAGGART
Printed Name

CHAIRMAN GBC
Title

GUADALUPE-BLANCO RIVER AUTHORITY:

Signature

Date

Printed Name

Title

GUADALUPE COUNTY FARM BUREAU:

Ray Joy Pfannstiel
Signature

Oct 8, 2009
Date

RAY JOY PFANNSTIEL
Printed Name

Director
Title

NEW BRAUNFELS UTILITIES:

Signature

Date

Printed Name

Title

NUECES RIVER AUTHORITY:

Signature

Date

Printed Name

Title

REGIONAL CLEAN AIR AND WATER:

Signature

Date

Printed Name

Title

GUADALUPE COUNTY FARM BUREAU:

Signature

Date

Printed Name

Title

NEW BRAUNFELS UTILITIES:

Roger R. Biggers

Signature

Oct 12, 2009

Date

Roger R. Biggers

Printed Name

Executive Director - Water Services

Title

NUECES RIVER AUTHORITY:

Signature

Date

Printed Name

Title

REGIONAL CLEAN AIR AND WATER:

Signature

Date

Printed Name

Title

GUADALUPE COUNTY FARM BUREAU:

Signature

Date

Printed Name

Title

NEW BRAUNFELS UTILITIES:


Signature

Date

Printed Name

Title

NUECES RIVER AUTHORITY:



Signature

9-11-09

Date

Con Mims

Printed Name

Executive Director

Title

REGIONAL CLEAN AIR AND WATER:

Signature

Date

Printed Name

Title

NATIONAL WILDLIFE FEDERATION:

Signature

Date

Printed Name

Title

NEW BRAUNFELS UTILITIES:

Signature

Date

Printed Name

Title

NUECES RIVER AUTHORITY:

Signature

Date

Printed Name

Title

REGIONAL CLEAN AIR AND WATER:

Carol G. Patterson
Signature

October 10, 2009
Date

Carol G. Patterson
Printed Name

Title

SAN ANTONIO RIVER AUTHORITY:

[Handwritten Signature]

Signature

9/29/09

Date

Suzanne B Pratt

Printed Name

General Manager

Title

SAN ANTONIO WATER SYSTEM:

Signature

Date

Printed Name

Title

SAN MARCOS RIVER FOUNDATION:

Signature

Date

Printed Name

Title

SOUTH CENTRAL TEXAS WATER ADVISORY COMMITTEE:

Signature

Date

Printed Name

Title

SAN ANTONIO RIVER AUTHORITY:

Signature

Date

Printed Name

Title

SAN ANTONIO WATER SYSTEM:

[Handwritten Signature]

Signature

12-7-09

Date

ROBERT R. Puente

Printed Name

President / CEO

Title

SAN MARCOS RIVER FOUNDATION:

Signature

Date

Printed Name

Title

SOUTH CENTRAL TEXAS WATER ADVISORY COMMITTEE:

Signature

Date

Printed Name

Title

San Marcos River Foundation

~~PARTICIPANT REPRESENTING ANOTHER INTEREST:~~

Dianne H. Wassenich
Signature

12-1-09
Date

Dianne H. Wassenich
Printed name

San Marcos River Foundation
Entity or interest represented

SAN ANTONIO RIVER AUTHORITY:

Signature

Date

Printed Name

Title

SAN ANTONIO WATER SYSTEM:

Signature

Date

Printed Name

Title

SAN MARCOS RIVER FOUNDATION:

Signature

Date

Printed Name

Title

SOUTH CENTRAL TEXAS WATER ADVISORY COMMITTEE:

Gary Middleton

Signature

Nov. 18th 2009

Date

Gary Middleton

Printed Name

Chairman

Title

TEXAS BASS FEDERATION NATION:

Signature

Date

Printed Name

Title

TEXAS LIVING WATERS PROJECT:

Myron J Hess

Signature

9/14/09

Date

Myron J Hess

Printed Name

*Manager, Texas Water Programs/Counsel
National Wildlife Federation*

Title

AQUIFER GUARDIANS IN URBAN AREAS:

Signature

Date

Printed Name

Title

CAROL G. PATTERSON:

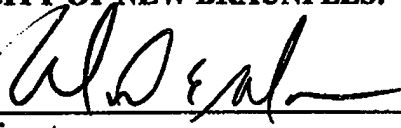
Signature

Date

Printed Name

Title

CITY OF NEW BRAUNFELS:


Signature

11/19/2009
Date

Michael E. Morrison
Printed Name

City manager
Title

CITY OF SAN MARCOS:

Signature

Date

Printed Name

Title

COMAL COUNTY:

Signature

Date

Printed Name

Title

GREATER EDWARDS AQUIFER ALLIANCE:

Signature

Date

Printed Name

Title

CITY OF NEW BRAUNFELS:

Signature

Date

Printed Name

Title

CITY OF SAN MARCOS:

Rick Menchaca

Signature

Sept 24, 2009

Date

RICK MENCHACA

Printed Name

City Manager

Title

COMAL COUNTY:

Signature

Date

Printed Name

Title

GREATER EDWARDS AQUIFER ALLIANCE:

Signature

Date

Printed Name

Title

CITY OF NEW BRAUNFELS:

Signature

Date

Printed Name

Title

CITY OF SAN MARCOS:

Signature

Date

Printed Name

Title

COMAL COUNTY:

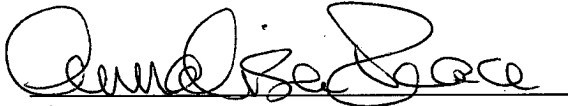
Signature

Date

Printed Name

Title

GREATER EDWARDS AQUIFER ALLIANCE:


Signature

1/3/2009
Date

ANNALISA PEACE
Printed Name

EXECUTIVE DIRECTOR
Title

SOUTH TEXAS FARM AND RANCH CLUB:

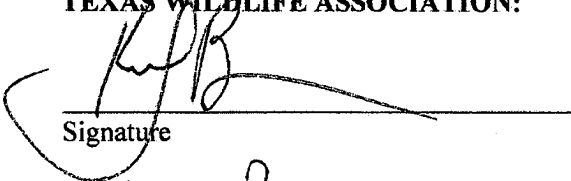
Signature

Date

Printed Name

Title

TEXAS WILDLIFE ASSOCIATION:



Signature

12-30-09

Date

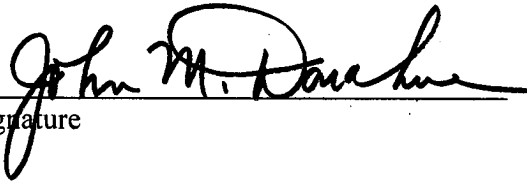
KIRBY BROWN

Printed Name

VICE-PRESIDENT FOR PUBLIC POLICY

Title

PARTICIPANT REPRESENTING ANOTHER INTEREST:


Signature

9-14-09
Date

John M. Donahue
Printed name

Citizen Stakeholder
Entity or interest represented