

STATE OF TEXAS

COUNTY OF BEXAR

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**THIRD AMENDMENT TO THE
BLAIR WILDLIFE CONSULTING
SERVICES FOR SEP-HCP**

This Third Amendment (the “**Third Amendment**”) to the Blair Wildlife Consulting Services Agreement for SEP-HCP is made effective March 1, 2022 (the “Effective Date”). This Third Amendment is between the COUNTY OF BEXAR (the “**COUNTY**”), a political subdivision of the State of Texas, and Blair Wildlife Consulting, LLC (the “**CONSULTANT**”), a Texas corporation duly authorized and in good standing to do business in the State of Texas. The COUNTY and CONSULTANT may be referred to here as a “**Party**” or collectively as the “**Parties**.”

RECITALS

1. The COUNTY and the CITY OF SAN ANTONIO, TEXAS (“CITY”) previously entered into an Interlocal Agreement (the “**ILA**”) for the implementation of the Southern Edwards Plateau Habitat Conservation Plan (“SEP-HCP”). The ILA is attached and incorporated here as **Exhibit A**.

2. The ILA created a Coordinating Committee and a SEP-HCP Operating Fund for the receipt of SEP-HCP related revenues and for the payment of all expenses related to the implementation of the SEP-HCP. Under the ILA, the Coordinating Committee is required it to prepare an annual budget for the costs of implementing the SEP-HCP, including costs associated with consulting services. Under the ILA, the governing bodies of the COUNTY and CITY must approve the SEP-HCP annual budget. The current and approved SEP-HCP annual budget for FY2021-2022 (the “SEP-HCP Budget”) is attached as **Exhibit B**.

3. On February 12, 2019, the COUNTY and CONSULTANT entered into a one-year environmental consulting services agreement (the “**Agreement**”) to support the implementation of the SEP-HCP. The Agreement is attached and incorporated here as **Exhibit C**. The Agreement provided for the option to extend the Agreement for five (5) additional one-year terms;

4. The Agreement’s initial term was from March 1, 2019 through February 29, 2020. On March 24, 2020, the Agreement was amended to exercise the first optional extension, providing a one year extended term of March 1, 2020 through February 28, 2021. The First Amendment is attached and incorporated here as **Exhibit D**.

5. On June 1, 2021, the First Amendment was amended to exercise the second optional extension, providing a one year extended term of March 1, 2021 through February 28, 2022. The Second Amendment is attached and incorporated here as **Exhibit E**.

6. Through this Third Amendment, the Parties desire to exercise the third of five available optional extended terms; the budget for this term shall remain the same as the previous amendment, which allowed for a not-to-exceed amount of three hundred and forty thousand (\$340,000);

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1
PURPOSE

1.01 The purpose of this Third Amendment is to exercise the third of five optional extended terms, as provided for in the Agreement.

ARTICLE 2
AGREEMENT MODIFICATIONS

2.01 Section 5.01 of the Agreement. Section 5.01 is amended as follows:

This Third Amendment represents an exercise of the third of five available optional Extended Terms provided for in section 5.01. Under this Third Amendment, the Initial Term of the Agreement is for a period of one year beginning March 1, 2022 and ending February 28, 2023. There are two remaining optional Extended Terms available under the Agreement.

2.02 Section 7.02 of the Agreement. Section 7.02(a) is amended as follows:

This Third Amendment maintains the same budget from the previous term, which provided an amount not to exceed THREE HUNDRED FORTY THOUSAND (\$340,000) for expenses incurred in connection with the performance of the services under the agreement.

ARTICLE 3
OTHER TERMS AND CONDITIONS

3.01 The Recitals beginning on page 1 of this Third Amendment are hereby incorporated by reference as if fully set forth herein. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

3.02 Except as modified by this Third Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[Remainder of page intentionally left blank.]

EXECUTED THIS ____ DAY OF _____, 2022, IN DUPLICATE ORIGINALS,
EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

COUNTY OF BEXAR:

BLAIR WILDLIFE CONSULTING, LLC

BY: _____
NELSON W. WOLFF
County Judge

BY: _____
JENNIFER BLAIR
Principal

APPROVED AS TO LEGAL FORM:

BY: _____
JUAN A. ROQUE
Assistant Criminal District Attorney
Civil Division

APPROVED AS TO FINANCIAL CONTENT:

BY: _____
LEO S. CALDERA, CIA, CGAP
County Auditor

BY: _____
DAVID SMITH
County Manager

APPROVED:

BY: _____
JAVIER FLORES
Director of the Environmental Services Department

EXHIBIT A
Interlocal Agreement

EXHIBIT B
SEP-HCP Annual Budget

EXHIBIT C

Original Blair Wildlife Consulting Services Agreement for SEP-HCP

EXHIBIT D

First Amendment Blair Wildlife Consulting Services
Agreement for SEP-HCP

EXHIBIT E

Second Amendment to Blair Wildlife Consulting Services Agreement for SEP-HCP