



**DOUGLAS COUNTY COMMISSIONERS
WORK SESSION
Tuesday, July 30, 2024
(In Office and Remote)**

A G E N D A

Time*

1:30 p.m.

Kendrick Castillo Memorial Committee Update

**Habitat Conservation Plan – Statement of
Responsibilities Regarding and EA**

Agenda Item

DATE: JULY 30, 2024
TO: DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS
THROUGH: DOUGLAS J. DEBORD, COUNTY MANAGER
FROM: DAN AVERY, SPECIAL PROJECTS MANAGER
SUBJECT: **KENDRICK CASTILLO MEMORIAL COMMITTEE UPDATE**

In a September 5, 2023, staff received direction to “continue work on the Kendrick Castillo Memorial and renaming Lucent Blvd in his honor and bring back to the Board any future actions in order to make that happen.” Since that time, the County initiated a fundraising effort, worked with the family to develop a memorial concept, and initiated a street renaming as directed. Further action requires Board direction from among the next steps discussed in this memo.

FUNDRAISING

Fundraising coordinated by the Douglas County Community Foundation raised \$98,007.44 to date. Of this total, \$84,250.44 was raised through a 9News Word of Thanks campaign. This funding may only be used in support of monument construction and scholarships. \$13,757 can be used for the monument, street naming, or scholarships.

MEMORIAL AT CIVIC GREEN PARK:

Last week, staff met with Highlands Ranch Metro District (HRMD) staff and representatives from Seven Stones Cemetery, with whom the Castillo family worked to develop a monument concept. HRMD staff was supportive of the concept and authorized final design. The final cost is expected to be between \$25,000 and \$30,000. The MOU between the County, HRMD, and the Community Foundation allows this funding to be released to HRMD upon request. Once a final invoice has been prepared, HRMD staff will create a purchase order against which Seven Stones can draw funds. The parties are targeting quarrying and engraving in August and September and installation in October.

SCHOLARSHIP FUND:

After memorial costs, funding totaling \$60,000 to \$65,000 from the Word of Thanks campaign is devoted to scholarships. The fundraising MOU provides for the scholarship funds to be directed by the Castillo family. Once the new Executive Director of the Douglas County Community Foundation is retained, staff and the Castillo family will meet with DCCF to explore award options, which could include awarding the full amount in a single

year, awarding smaller amounts over multiple years, or awarding only interest earned each year to create a perpetual award.

STREET RENAMING:

The County initiated the formal street name change process in late March to rename Lucent Blvd. to “Kendrick Castillo Way”. During the comment period, most affected agencies had no comment. HRMD opposed the renaming due to concerns about cost and fiscal impact to taxpayers, impacts to Lucent address holders, and potential for confusion during the name transition. HRMD expressed support for “in memoriam” signs as described below. The County also received objection from at least one business whose address would change. CDOT responded that the full cost of any sign replacement in CDOT right of way would be the County’s. Engineering staff met with CDOT last week to better understand their position. Next steps for Board consideration could include:

1. Continuing with renaming to Kendrick Castillo Way by approving the change at a noticed public hearing and proceeding in one of two ways:
 - a. Replace only County signs at an in-kind cost of \$5,000 and HRMD signs at a cost of approximately \$48,000.
 - b. Also replace CDOT signs. This would require a full engineered design, a CDOT permit process, traffic control to close the highway during overnight installation, and potentially replacement of support arms in some cases. Cost associated with this are estimated at \$2 to \$2.2 million. Further refinement of this estimate would require an engineered design at a cost of \$15,000 to \$20,000 and a request for quotes from one or two contractors.
2. Consider “Castillo Way” or a similar shorter name. These signs could likely be attached over the existing name with a cost estimated at \$250,000 to \$300,000 for CDOT signs, \$30,000 for HRMD signs, and \$5,000 in-kind for County signs.
3. Consider “in memoriam” signs rather than full renaming. This option would leave Lucent Blvd. as the official road name but add memorial street signs to as many intersections as desirable. These signs allow flexible phrasing and fonts, could be printed in a range of colors, and could include symbolism. These signs could likely be installed for less than the \$13,757 privately raised.
4. Seek clarification from the Attorney General regarding whose responsibility the CDOT signs are in this context and/or request a meeting with the Governor on this topic. CDOT may separately request an AG opinion.

Staff discussed these topics with Mr. Castillo and expects feedback from the family ahead of this work session. Staff welcomes Board discussion and direction on the presented street renaming options.

Agenda Item

DATE: JULY 30, 2024

TO: DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS

THROUGH: DOUGLAS J. DEBORD, COUNTY MANAGER

FROM: DAN DERTZ, DIRECTOR OF OPEN SPACE AND NATURAL RESOURCES

CC: ANDY HOUGH, NEIL TAYLOR, KIRK INDERBITZEN

SUBJECT: STATEMENT OF RESPONSIBILITIES REGARDING PREPARATION OF AN EA FOR THE DOUGLAS COUNTY REGIONAL HABITAT CONSERVATION PLAN

SUMMARY

This agenda item is meant to brief the Board on the background of the Douglas County Habitat Conservation Plan (HCP); and to present relevant information for your consideration of the Statement of Responsibilities. The Statement of Responsibilities is the first of several documents that will be submitted to the Board pertaining to the renewal process of the HCP. Federal code requires the Environmental Assessment (part of the NEPA process) be handled distinctly from the renewal of the HCP. The Statement of Responsibilities is an agreement by all parties that we will follow the code requirements and process.

The original HCP, approved in 2006, was adopted to streamline the federal permitting process for impacts to the Preble's meadow jumping mouse, a species listed by the Fish and Wildlife Service as threatened under the Endangered Species Act. The original HCP has expired but remains in effect until Douglas County and its partners, the Towns of Castle Rock and Parker, complete the renewal process. The revised HCP will be submitted later this year. It will have a 30-year term and several upgrades from the original. Open Space staff will be bringing the updated HCP to the Board prior to submission but felt it important to provide the Board a preliminary briefing as a refresher at this juncture. It has been some time since the Board has received a briefing on this matter. A renewed HCP would continue to provide substantial time and cost savings to the County for any project that impacts Preble's habitat.

STAFF RECOMMENDATION (IF APPLICABLE)

Staff recommends approval of the Statement of Responsibilities Regarding Preparation of an EA for the DCHCP.

ATTACHMENTS

Statement of Responsibilities Regarding Preparation of an EA for the DCHCP

Scope of Work for ERO Resources (contractor) to develop an EA

Habitat Conservation Plan Summary for the Board of County Commissioners

**STATEMENT OF RESPONSIBILITIES
REGARDING PREPARATION OF AN ENVIRONMENTAL ASSESSMENT
FOR THE DOUGLAS COUNTY REGIONAL HABITAT CONSERVATION PLAN**

A. Purpose

1. THIS STATEMENT OF RESPONSIBILITIES (“Agreement”) is between the Board of County Commissioners of the County of Douglas, State of Colorado (“Douglas County”); the Town of Castle Rock, a Colorado municipal corporation (“Castle Rock”); the Town of Parker, a Colorado municipal corporation (“Parker”); the United States Fish and Wildlife Service (“USFWS”); and ERO Resources Corporation, a Colorado corporation (“Contractor”). The County, Castle Rock, Parker, USFWS and Contractor may be collectively referred to herein as “Parties”.

2. Douglas County and the towns of Castle Rock and Parker (collectively referred to herein as “Applicants”) are developing a Habitat Conservation Plan (HCP) in Douglas County, Colorado and intends to apply to the USFWS for a permit under Section 10(a)(1)(B) of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531, et seq.) (ESA).

3. The USFWS has determined that an Environment Assessment (EA) must be prepared pursuant to the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA) and the Council on Environmental Quality Regulations for Implementing the Procedural Requirements of NEPA, 40 C.F.R. 1500-1508, and the Department of Interior regulations implementing NEPA, 43 C.F.R. Part 46, and related guidance. This process is necessary prior to making a decision on the Section 10 permit action for the Douglas County Regional HCP, in accordance with 50 C.F.R. parts 13, 17.22, and 17.32. The EA must comply with all provisions of NEPA and all implementing regulations for the federal agency.

4. An EA can be prepared by the USFWS or a contractor acting under the direction of the USFWS in accordance with 40 C.F.R. 1506.5(b)-(c) and 43 C.F.R. Part 46 (subpart D). When a contractor prepares an EA, the contractor shall prepare a disclosure statement for inclusion in the draft and final EA to ensure the avoidance of any conflict of interest.

5. The Contractor reports directly to the Field Office Supervisor of USFWS in the Colorado Ecological Services Field Office. The requirements of 40 C.F.R. 1506.5(c) relating to conflicts of interest must be followed.

6. The USFWS requires services for the preparation of the Douglas County Regional HCP EA; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

7. It is the purpose of this Agreement to establish an understanding between the Parties regarding the procedures to be followed and the responsibilities of the Parties in the preparation of the EA.

B. Requirements for Preparation of the EA

1. *General Requirements.* A number of requirements are set forth in 40 C.F.R. 1500-1508, CEQ Regulations for Implementing the Procedural Provisions of NEPA, and the Department of Interior's Regulations Implementing NEPA in 43 C.F.R. Part 46, and various Secretarial Orders, all relating to USFWS compliance with NEPA. Additional requirements are set forth in 516 DM 1-4, 8, Fish and Wildlife Service Manual, and 550 FW 1-5, relating to USFWS compliance with NEPA for its own actions, including the preparation of a joint permit EA by a contractor chosen by the USFWS where applicable. The Parties agree to satisfy each of these requirements as set forth below.

2. *Control of Contractor.* Contractor agrees to report directly to the USFWS. Although the Contractor will be paid by the Applicants, Contractor is obligated to follow the directions of the USFWS in regards to NEPA. The USFWS shall make the final determination on the inclusion or deletion of any material in the EA for purposes of satisfying NEPA requirements. The USFWS is ultimately responsible for assuring compliance with the requirements of NEPA. The Applicants agree to enter into an Agreement for Professional Services ("Contractor Agreement") with the Contractor that is consistent with the terms of this Agreement. The Contractor's scope of work, incorporated into this Agreement as Attachment 1, specifies work tasks and deliverables to complete the EA. All communications between the Applicants and the Contractor relative to NEPA shall be made through the USFWS in order to preserve the independent nature and integrity of the NEPA process. For example, if the Contractor needs information from the Applicants, the Contractor will ask USFWS to obtain that information on the Contractor's behalf, and USFWS will in turn provide that information to the Contractor.

3. *Disclosure Statement.* Contractor cannot have a financial or economic interest in the outcome of the Project. Contractor agrees to execute the Disclosure Statement attached hereto as Attachment 2.

4. *Payment of Contractor.* The Applicants agree to pay Contractor for all services rendered in the preparation of the EA. Contractor agrees that the USFWS is not obligated in any manner to pay for the services rendered by Contractor in relation to the Project. USFWS will authorize changes in the scope of work. The Applicants will pay any additional costs for changes in the scope of work. When requested to do so by USFWS, the Contractor will provide USFWS monthly statements of work anticipated to be performed under this Agreement, copies of Contractor's detailed requests to Applicants for payment to ensure Applicants' payment to Contractor aligns with the tasks performed for USFWS and Contractor's progress on the EA, and to maximize transparency.

5. *Scope of EA.* The general scope of the EA may be determined through an informal scoping process. Although formal scoping is not required for an EA, the CEQ recognizes that scoping may be a useful process. The scope of an EA may be amended from time to time in order to better comply with the intent of NEPA and its implementing regulations. Contractor will be responsible for organizing any public meetings, compiling scoping comments and providing scoping updates to USFWS.

6. *Schedule of EA Preparation.* Execution of this Statement does not initiate the NEPA process start date. The USFWS will initiate the NEPA document [*via publication in the Federal Register of the/NOA*] only after the USFWS determines that it is in receipt of a completed ITP application, and initiation of the NEPA process accords with applicable law and government

policies. At its option, the Contractor may proceed with gathering data, undertaking preliminary effects analysis, collaborating with USFWS staff, etc., in anticipation of the Applicants' submission of a completed application. Any such work would be considered part of NEPA pre-scoping phase of the Project and would not initiate the formal NEPA process start date. The anticipated schedule for the preparation of the NEPA document will be determined by the USFWS, in coordination with the Applicants, the Contractor, and any NEPA cooperating agencies, after the USFWS is in receipt of a completed application. The schedule will conform to all applicable laws and government policies. The Parties agree to use reasonable effort to meet the NEPA schedule. In consultation with the Applicants, the Contractor, and any NEPA cooperating agencies, and in accordance with applicable law, the NEPA schedule may be revised by the USFWS from time-to-time to, without limitation, reflect new information or interpretations, changed circumstances, staffing limitations, or to meet legal requirements.

For purposes of 42 USC 4336(g)(2), which establishes deadlines for the completion of the NEPA process, if the USFWS reasonably determines that a delay in completing the NEPA process was caused in whole or in part by the acts or omission of the Contractor or the Applicants, or was otherwise caused by circumstances outside the USFWS's control (including, without limitation, new information obtained during a comment period that necessitates investigation or substantive revision to the NEPA document), the Parties agree that the USFWS will, after consultation with the Contractor (if the Contractor is still providing services to USFWS) and Applicants and any cooperating agency and participating agencies, establish a new NEPA schedule that provides only so much additional time as is necessary to complete the NEPA document, and the Applicants will support and abide by the USFWS's revised NEPA schedule.

7. *Draft EA.* Contractor will have the primary responsibility for writing and revising the EA at the direction of USFWS. The USFWS will be given the opportunity to comment on and make changes to the EA at agreed upon stages of its development and completion as set forth in the Schedule of EA Preparation described in section (B)6 above. The requirements for production of the Administrative Drafts, Draft, and Final EA and deliverables are specified in the Contractor Agreement at Attachment 2. The Contractor will be responsible for providing sufficient copies of the documents on a timely basis to meet the USFWS's circulation requirements. The USFWS will be responsible for filing the draft EA for publication of its Notice of Availability in the Federal Register, if such notice is required.

8. *Public Meetings and Comments.* The Contractor will be responsible for compiling all public comments. Upon completion of the Draft EA, the Contractor will be responsible for organizing any necessary public meetings and/or hearings. The USFWS will receive all comments on the draft EA resulting from public review and comment period(s), and will refer them to the Contractor for development of responses. The Contractor will be responsible for drafting initial responses to public comments and provide the same to USFWS.

9. *Final EA.* After the close of the draft EA review and comment period, the USFWS will identify the issues and comments that will require response in the final EA. The USFWS will refer to Contractor these comments for analysis and reply. The USFWS will determine the necessary modifications to the draft EA. The Contractor will incorporate the comments, responses and modifications into the final EA. The USFWS will review the completed document and file the final EA.

C. Termination and Modifications

1. This Agreement remains in effect until a decision is made on the Section 10(a)(1)(B) permit or until the permit request(s) is/are withdrawn.
2. Any party may terminate this Agreement at any time by giving written notice to the other Parties.
3. This Agreement may be modified or amended only by written instrument signed by all of the Parties hereto.

D. Notice

Any notice or communication that any party desires or is required to give to the others shall be in writing and be served personally or sent by first class mail, postage prepaid, addressed as follows:

APPLICANTS: Douglas County
Attention: Andy Hough, Environmental Resources Coordinator
100 3rd Street
Castle Rock, Colorado 80103

Town of Castle Rock
Attention:
100 N. Wilcox Street
Castle Rock, Colorado 80104

Town of Parker
Attention: Michael Grabczyk, Stormwater Project Manager
20120 E. Mainstreet
Parker, Colorado 80138

USFWS: U.S. Fish and Wildlife Service
Attention: Liisa M. Hernández Niva
P.O. Box 25486, DFC (MS 65412)
Denver, CO 80225-0486

CONTRACTOR: ERO Resources Corporation
Attention: Ron Beane
1626 Cole Boulevard, Suite 100
Lakewood, Colorado 80401

E. Execution by Counterparts; Electronic Signatures

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly

notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

The Parties have executed this Agreement on _____, 202_ (Effective Date). If the Contractor is a corporation, documentation must be provided that the person signing below for the Contractor has the authority to do so.

**SIGNATURE PAGE
TO THE
STATEMENT OF RESPONSIBILITIES**

The parties hereto have caused this Agreement to be executed as of the Effective Date.

APPLICANT:

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**SIGNATURE PAGE
TO THE
STATEMENT OF RESPONSIBILITIES**

The parties hereto have caused this Agreement to be executed as of the Effective Date.

APPLICANT:

TOWN OF CASTLE ROCK, A COLORADO MUNICIPAL CORPORATION

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**SIGNATURE PAGE
TO THE
STATEMENT OF RESPONSIBILITIES**

The parties hereto have caused this Agreement to be executed as of the Effective Date.

APPLICANT:

TOWN OF PARKER, A COLORADO MUNICIPAL CORPORATION

By: _____

Name: Jeff Toborg

Title: Mayor

ATTEST:

By: _____

Name: Chris Vanderpool

Title: Town Clerk

APPROVED AS TO FORM:

By: _____

Name: _____

Town Attorney's Office

**SIGNATURE PAGE
TO THE
STATEMENT OF RESPONSIBILITIES**

The parties hereto have caused this Agreement to be executed as of the Effective Date.

CONTRACTOR:

ERO RESOURCES CORPORATION, A COLORADO CORPORATION

By: _____

Name: _____

Title: _____

**SIGNATURE PAGE
TO THE
STATEMENT OF RESPONSIBILITIES**

The parties hereto have caused this Agreement to be executed as of the Effective Date.

UNITED STATES FISH AND WILDLIFE SERVICE

By: _____

Name: _____

Title: _____

ATTACHMENT 1 – CONTRACTOR’S SCOPE OF WORK

ATTACHMENT 2 – DISCLOSURE STATEMENT

ERO Resources Corporation

2024 Scope of Work

Environmental Assessment for the Douglas County Habitat Conservation Amendment

February 6, 2024

Background

Douglas County (County) and the Towns of Castle Rock and Parker (Towns) are in the process of amending and renewing the terms of the 2006 Douglas County Habitat Conservation Plan (DCHCP) and associated incidental take permits (ITPs). ITPs are federal permits issued by the U.S. Fish and Wildlife Service (Service) and constitute a federal action requiring review under the National Environmental Policy Act (NEPA). Based on discussions with the Service, processing the requested DCHCP amendment and its associated ITPs will require submitting a new Habitat Conservation Plan (HCP) and a separate Environmental Assessment (EA). The County and the Towns have the responsibility of producing the HCP, with the Service reviewing and approving the documents. The EA will be prepared by ERO Resources Corporation (ERO) as a third-party contractor under the direct supervision of the Service but paid for by the County and Towns. The County and Towns will have the opportunity to review and comment on the Draft EA prior to any release to the public. The Service is also responsible for ensuring proper review and notification of the EA (e.g., Federal Register notice). The 2006 DCHCP integrated the HCP and EA to reduce duplication and to facilitate review; however, as part of the renewal and major amendment process, the Service requires the HCP and EA be separated into two documents to comply with new Service guidance.

The Service has requested that the preparation of the EA, including ERO personnel and invoicing, be kept separate from the HCP process to maintain a clear and legal distinction between the two documents. Therefore, ERO has created two independent invoicing groups to separate the accounts of the EA from the HCP. A Scope of work and cost estimate for the HCP will be submitted to the County and Towns separately.

Task 1. Prepare EA

Preparing the EA will include updating the purpose and need and alternative actions considered and addressing the proposed 30-year permit term extension. It will be made clear in the draft EA which sections/text is from the 2006 DCHCP/EA and which sections/text has been updated or is new. Taking this approach for the EA will result in documents that reflect the entire HCP process to date. ERO will compile a draft EA document that includes all necessary information to support a thorough analysis of the environmental impacts of the Service issuing ITPs for the DCHCP amendment per Service guidelines and NEPA regulations.

Estimated Cost: \$17,000

Task 2. NEPA Coordination and Meetings

Preparing the EA will require ERO to coordinate with the Service frequently through virtual and in person meetings, phone calls, and email correspondences. This task includes time and estimated costs for this coordination. ERO will also ensure that all documents and figures are reviewed for technical and editorial accuracy. This task also includes items associated with the project coordination such as additional internal team communication, project management, and quality assurance.

Estimated Cost: \$14,000

Assumptions

This Scope of Work and associated estimated costs assume the following:

- Revision of the EA will not require fieldwork or site visits.
- ERO assumes two rounds of review and comment incorporation on the EA.
- ERO will provide electronic copies of the drafts and final documents; no hard copies will be provided.
- The extent and detail of public comments are hard to predict and costs for responding to these comments are not included. Should the Service request assistance on responding to public comments ERO will submit a new Scope of Work for review and approval.

Estimated Costs

EA Invoice Group

All tasks will be completed on a time-and-materials basis for a cost not to exceed \$31,000, including expenses billed at cost plus 8%, based on the following cost sharing ratios:

Town of Parker will contract 50% of the total with ERO = \$15,500

Douglas County will contract 25% of the total with ERO = \$7,750

Town of Castle Rock will contract 25% of the total with ERO = \$7,750

ERO will invoice each entity separately and on a monthly basis at the sharing ratios identified above for the services and expenses incurred during the previous 30 days. ERO will invoice the HCP and EA under separate invoice groups. This will maintain a clear separation of personnel and expenses attributed to each permitting process. ERO will also include a budget tracking spreadsheet each month with the invoices.

HCP Summary for the BCC:

Background: In 1998, the US Fish and Wildlife Service (Service) listed the Preble's meadow jumping mouse (PMJM) as threatened under the Endangered Species Act (ESA). The implications of this listing are that any activity that affects the feeding, breeding, or sheltering activities is considered a 'take' under the ESA. A take is a violation of federal law with stiff penalties. The most likely takes of the PMJM are activities that modify their habitat. Their habitat is narrow strips of wetland, riparian, and upland vegetation along creeks and drainages within the county, now defined as the riparian conservation zone (RCZ).

County Impacts & Previous Process: Douglas County activities that would result in PMJM takes are usually bridge, trail, or utility crossings of creeks; watershed restoration projects; and maintenance of existing infrastructure. To legally avoid the penalty of such takes, they must be permitted through the Service. Upon meeting the conditions of the ESA and federal policy, the Service may issue any applicant an Incidental Take Permit (ITP). This means that if the applicant inadvertently takes a Preble's mouse, by either killing one or more mice or negatively modifying their habitat, incidental to an otherwise lawful activity, then that take is permitted and is no longer considered a violation of the ESA.

Before the Habitat Conservation Plan (HCP) was approved, Douglas County had to seek an ITP for each and every project that impacted the RCZ. This was usually done through the Section 7 (of the ESA) consultation process. This process could take many months and was expensive since it usually required the employment of consultants. Often the permits came with seasonal construction restrictions to reduce the possibility of killing mice or affecting their active season behavior. This meant that construction had to be completed in the winter months, which is the most difficult time to construct in many regards. It also required mitigation for every project which got very difficult. Often mitigation could not be completed on site and had to be done on adjacent properties. One of the most expensive was the Douglas Lane (Crystal Valley Interchange) project, which cost \$1M in mitigation; much of that cost was the purchase of an adjacent property to complete the required mitigation.

HCP Explanation: The Habitat Conservation Plan (HCP) is an agreement between the Service and the applicants (Douglas County and the Towns of Castle Rock and Parker). It streamlines the ESA compliance process by front loading the mitigation and specifying the methods and standards for mitigation. The applicants have allocated over 1,000 acres of RCZ (PMJM habitat) on open space lands they own in fee title. This becomes a de facto mitigation bank to offset project impacts. Because the total acreage of impacts is capped, mitigation land is 'banked', and revegetation methods and standards are specified, the applicants get numerous benefits from the HCP.

HCP Benefits:

- There are no seasonal restrictions to construction
- Approved projects or project types may be initiated with minimal prior planning or concurrence (is much faster)
- Streamlines other federal permitting (e.g., 404 permits)
- Other than cultural resource surveys, consultants are not required
- Off-site mitigation is not required
- Applicants can generate more mitigation credits through habitat improvement projects

- Overall, projects are completed much faster and much cheaper.

HCP Renewal: The first HCP was approved in 2006 and ran through 2016. The applicants have been operating via a continuation letter from the Service since 2016 as we work through a revision. Staff and consultants have been preparing a revised HCP for submission. This statement of responsibilities is the first of several documents to come before you in the renewal process. Staff wanted to provide the background on the HCP and its benefits so the Board would have full understanding of the HCP and its benefits and obligations.

Revised HCP Changes: The revised HCP will have a 30-year, rather than a 10-year, term. It is similar in many ways but has more benefits. Benefits include:

- Applicants no longer have to identify the specific projects at the outset, project types are defined and any future project that fits these categories may be covered by the HCP
- Additional project categories are added, increasing flexibility
- Habitat restoration projects may be completed without requiring permanent deductions from our 'mitigation bank'
- Additional mitigation credits may be generated and 'banked' if the applicants demonstrate habitat improvements
- Staff is working with the Service, Indian Tribes, and the State Historic Preservation Office (SHPO) to craft a programmatic agreement to streamline the cultural resources review process
- The extended 30-year term will reduce headaches, staff obligations, and expense.

County Obligations: The applicants have certain obligations under the HCP. They are relatively minimal and most of them we would be doing as part of our normal operations anyway. These obligations include:

- Maintain the habitat quality of the RCZ acreage on our open space parcels that we have specified as part of our de facto mitigation bank
- Ensure all of these mitigation lands are protected by conservation easement or another legal instrument (they are)
- Ensure all impacts to the RCZ are conducted in compliance with the terms of the HCP
- All temporary impacts are revegetated per the protocols and to the standards listed in the HCP
- Monitor and report all RCZ impacts, revegetation, and mitigation 'bank' deductions
- Applicants must provide the Service an annual report of all activities conducted under the HCP once annually; Douglas County consolidates these individual reports and submits to the Service.

Conclusions: Staff opinion is that the benefits of the HCP are tremendous. It greatly accelerates and streamlines the permitting process. The impact reduction and revegetation protocols specified in the plan are typical best management practices that the County would be using anyway. The County has no seasonal construction restrictions, increasing our flexibility and allowing construction in the warmer months. We already own and maintain the mitigation lands we use for our de facto mitigation bank; there is no additional staff obligation for this tremendous asset. The only real additional staff obligation is to track and monitor projects, revegetation of temporary impacts, and to provide the Service with an annual report. The reduction in costs through this streamlined process allowed by the HCP is orders of magnitude greater than the relatively minimal staff obligations of monitoring and reporting.

Statement of Responsibilities

Part of the HCP Renewal Process

Neil Taylor & Andy Hough
Open Space Staff



Habitat Conservation Plan (HCP)

- Agreement w/ US Fish and Wildlife Service (Service), Castle Rock & Parker
 - To streamline permitting for impacts to PMJM
- Current HCP expired
- Revising HCP to renew
- Submission to Service 4th quarter 2024



Documents Required

- Statement of Responsibilities
- Revised HCP
- Environmental Assessment (EA) - for NEPA Review
- IGA with Castle Rock & Parker



Statement of Responsibilities

- Parties:
 - USFWS
 - Douglas County
 - Castle Rock
 - Parker
 - ERO Resources (contractor)

Defines roles & responsibilities



Statement of Responsibilities Terms

- Federal code requires separate processes for:
 - HCP renewal
 - NEPA review
- Distinct contractor staff must be used for each process
- Contractor is answerable to USFWS
- Contractor is paid by Applicants (DC, Castle Rock & Parker)



Order

- Statement of Responsibilities precedes all other documents
 - Applicants must agree to the terms to proceed
- HCP & EA submitted later
 - Proceed on separate tracks
- IGA trails all
 - Agreement between Applicants as to how we work together regarding the HCP



HCP Benefits

- Projects initiated with minimal prior planning or concurrence (is much faster)
- Streamlines other federal permitting (e.g., 404 permits)
- Consultants not required (except for cultural resource surveys)
- Off-site mitigation is not required
- No seasonal construction restrictions
- Applicants can generate additional mitigation credits via habitat improvement projects
- Overall, projects are completed much faster and much cheaper
- Protections against changed circumstances.



HCP Revision Changes

- Project categories rather than specific projects:
 - Any project within the category may be undertaken
 - Increases flexibility & reduces process
- Additional project categories added, increasing flexibility
- No permanent 'mitigation bank' deductions for habitat restoration projects
- Additional mitigation credits may be generated for habitat improvements
- Crafting a programmatic agreement to streamline the cultural resources review process
- 30-year term will reduce headaches, staff obligations, and expense.



County Responsibilities

- Maintain habitat quality of RCZ acreage on open space that is part of our de facto mitigation bank
- Ensure all mitigation lands are protected by conservation easement
- Ensure all RCZ impacts are conducted in compliance with HCP
 - Otherwise, must follow ESA independently-more onerous
- All temporary impacts are revegetated per HCP protocols
- Monitor and report all RCZ impacts, revegetation, and mitigation 'bank' deductions
- Annual report of all HCP activities to the Service.

