

GENERAL AGREEMENT
between
BIG THICKET NATIONAL PRESERVE
and
THE NATURE CONSERVANCY

ARTICLE I - BACKGROUND AND OBJECTIVES

Background

This agreement is entered into by and between the National Park Service (hereinafter "NPS"), United States Department of the Interior, acting through the Superintendent of Big Thicket National Preserve (hereinafter "BITH"), and The Nature Conservancy (hereinafter "TNC"), a nonprofit organization, acting through its Texas Chapter. Throughout this agreement, the NPS and TNC may be referred to collectively as "the parties." The purpose of this agreement is to establish the terms and conditions under which the parties will cooperate in the restoration of native longleaf pine forests in various project areas within BITH.

The native upland pine forests in BITH are recovering from the lingering impacts of historic logging, fire suppression, and natural disturbances. In certain areas, the restoration of the native longleaf pine forests may be enhanced by additional human intervention, including the harvesting and removal of slash pine and loblolly pine and other invasive trees and periodic use of prescribed fire, some of which includes former plantations. Exotic slash pine plantations will be a higher priority than loblolly plantations. The parties have successfully cooperated on small-scale native longleaf pine restoration project in a previous slash pine plantation within the Turkey Creek Unit of BITH and desire to continue their cooperative work in other project areas. Potential acreage for restoration projects is estimated at 8,000 acres plus within BITH (Attachment A.).

ARTICLE II - AUTHORITY

The NPS enters into this agreement under the authority of 15 U.S.C. §§ 1 and 2-4 (2000).

ARTICLE III - STATEMENT OF WORK

A. The NPS agrees to:

1. Identify and prioritize BITH units and stands where TNC will be requested to cut and remove slash and loblolly pine and other invasive trees to aid in the restoration of native longleaf pine forests.
2. In conjunction with TNC, NPS will develop a restoration prescription for each project area that will include but not be limited to, timber harvesting and removal, timber thinning, reforestation, midstory control, fire management, herbaceous groundcover restoration and ecological monitoring.
3. Perform all required environmental and cultural resource compliance work prior to permitting TNC to begin work in a particular project area.
4. Assign an appropriate NPS employee to monitor the ongoing work and then act as an on-site liaison between the parties. This employee will report monitoring results to both parties.
5. Following TNC's removal of selected trees, develop pre-treatment and post-treatment monitoring plots (including evaluation of the herbaceous groundcover) to track the success of the restoration efforts in the project areas.
6. Following TNC's removal of selected trees, use prescribed fire in the project areas, if conditions warrant, favoring the growth of longleaf pine trees and other native species.
7. Work cooperatively to perform restoration tasks including but not limited to reforestation, midstory control and herbaceous groundcover restoration.
8. Consult with TNC to create one or more wayside exhibits and printed interpretive material to educate the public regarding the longleaf pine ecosystem restoration projects.
9. Maintain a quantitative and narrative history of the project and accompanying GIS database of project activities and will provide TNC such information as requested.

B. TNC agrees to:

1. Cut and remove slash pine and loblolly pine and other invasive trees from identified project areas within BITH in accordance with NPS restoration prescriptions. TNC will be responsible for overseeing this work and ensuring that it is undertaken and completed following Best Management Practices as established by the Texas Forest Service. The parties understand and agree that TNC may contract with an NPS approved third party for the performance of some or all of this work, including the sale of the select standing timber. If TNC does so, then TNC's contractor must be properly licensed, if required, and bonded or insured.

2. If TNC realizes a profit from the sale or disposal of the trees, then TNC will donate those profits to the NPS to a fully accountable donation account established for the purpose of funding additional vegetative restoration work within BITH. These funds, including those generated previously from the restoration project of the Turkey Creek Unit, can be expended for the benefit of ecosystem restoration on the project areas as identified in this agreement.

Whether TNC realizes a profit from the sale of the trees will be determined by whether TNC's revenue from the sale of the trees exceeds its actual costs of cutting and removing the trees (including, without limitation, the cost of TNC staff time in overseeing the work, administering this agreement, liability insurance required below, and other necessary and reasonable project expenses), plus 23.13% overhead.

3. Assist NPS with pre-treatment and post-treatment monitoring efforts when needed, subject to staff availability.

4. Work with the NPS to create one or more wayside exhibits and printed interpretive material to educate the public regarding the longleaf pine ecosystem restoration projects.

5. Procure and maintain in force and effect during the term of this agreement public and employee liability insurance from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims, arising from any one incident. The policy or policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning any work authorized by this agreement, TNC shall provide the NPS with written confirmation of such insurance.

6. Pay the United States the full value for all damage to the lands or other property of the United States proximately caused by the gross negligence or willful misconduct of TNC or its officers, employees, or representatives, to the extent not caused by the United States, its employees, agents, invitees, or contractors.

7. Cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of TNC or its officers, employees or representatives.

8. Provide NPS with an annual financial report detailing income and expenses by cost category.

C. The parties further agree as follows:

1. Within sixty (60) days after the execution of this Agreement, NPS and TNC agree to meet to develop a schedule and map of the activities anticipated to be accomplished during the first year of this agreement. Thereafter, NPS and TNC will meet annually to develop the schedule of activities for the next year of this Agreement.

2. Nothing in this agreement shall be construed as obligating the NPS to expend in any one fiscal year any sum in excess of the monies appropriated by Congress and allocated by the NPS for the performance of this agreement.

3. Each party will be responsible for its own actions, and the actions of its employees and representatives. Each party waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

ARTICLE IV - TERM OF AGREEMENT

This agreement shall be effective on the date of final signature and shall remain in effect for five years thereafter, unless it is terminated earlier by one of the parties in accordance with Article VIII below.

ARTICLE V – KEY OFFICIALS

All communications and notices regarding this agreement shall be directed to the following key persons for each party:

For the NPS:

Chief, Natural Resources Division
Big Thicket National Preserve
6044 FM 420
Kountze, Texas 77625
Telephone: (409) 951-6820
Telefax: (409) 951-6714

For TNC:

Forest Program Manager
The Nature Conservancy
3888 Highway 327 West
Silsbee, Texas 77656-8734
Telephone: (409) 385-0445, ext. 12
Telefax: (409) 385-4745

ARTICLE VI—PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property loaned by one party to the other shall be returned to the furnishing party.

ARTICLE VII—PRIOR APPROVAL

See Article II (Statement of Work) above.

ARTICLE VIII—REPORTS AND OTHER DELIVERABLES

Upon request and to the full extent permitted by applicable law, the parties shall share with each other final reports of incidents involving both parties.

ARTICLE IX—MODIFICATION AND TERMINATION

This agreement may be modified only by a written instrument executed by the parties.

Either party may terminate this agreement by providing the other parties with 30 days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties shall meet promptly to discuss the reasons for the notice. Notwithstanding the foregoing, in the event TNC has entered into a contract with a third party for the performance of work under this agreement, termination under this Article VIII shall be delayed until such contract has been completed or terminated (if termination is allowed under that contract at no cost or penalty to TNC).

ARTICLE X—STANDARD CLAUSES

A. Civil Rights

During the performance of this agreement, the participants agree to abide by the terms of USDI-Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

B. Officials Not to Benefit

No member or delegate to Congress or resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

C. Promotions

TNC shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which TNC represents. No release of information relating to this agreement may state or imply that the Government approves of the TNC's work product or considers TNC's work product to be superior to other products or services.

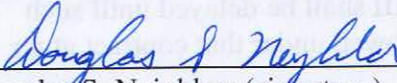
D. Public Information Release

TNC must obtain prior approval from the Superintendent of Big Thicket National Preserve for any public information release which refers to the Department of the Interior, any bureau, park unit, or employee (by name or title), or to this agreement. The specific text, layout, photographs, etc. of the proposed release must be submitted with the request for approval.

ARTICLE XI - AUTHORIZING SIGNATURES

In witness hereof, the following authorized representatives of the parties have signed their names on the dates indicated, thereby executing this agreement.

For the National Park Service:


Douglas S. Neighbor (signature)


Superintendent, Big Thicket National Preserve

Title

3/12/2012

Date

For The Nature Conservancy:


Laura Huffman (signature)

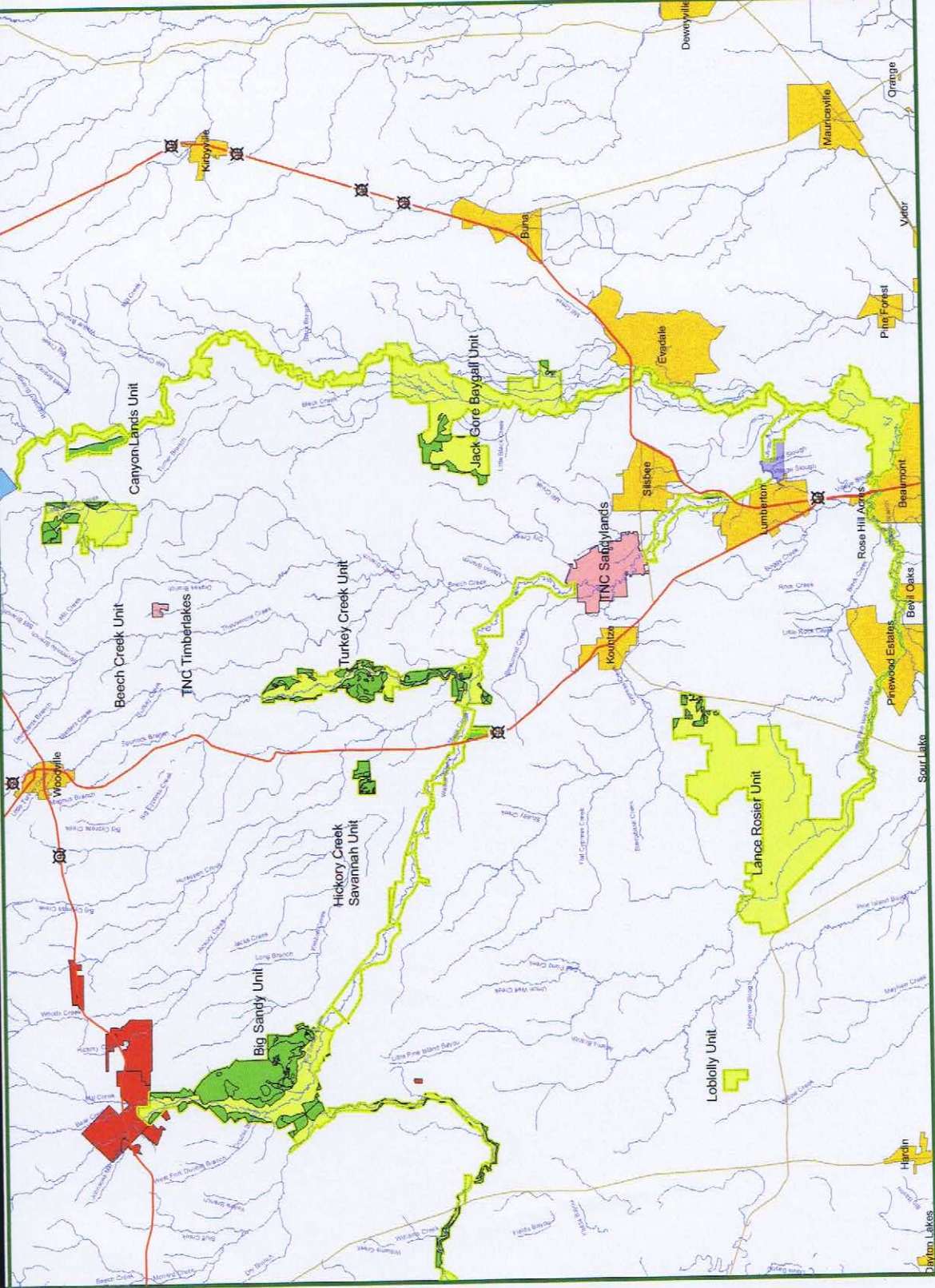
State Director, The Nature Conservancy

Title

04/09/12

Date

Longleaf Restoration Areas



4
1:300,000

Legend

- Big Thicket Additions
- Streams
- State Parks
- bnd_line
- Alabama & Coushatta lands
- The Nature Conservancy
- Big Thicket National Preserve

Longleaf Restoration Areas

- TYPE_**
- Mid Slope Oak Pine Forest
 - Pine Savannah
 - Pine Savannah /11
 - Plantation
 - Sandhill Pine Forest
 - Slash Cut / Pine Savannah
 - Slash Pine Plantation
 - UP/BG
 - USPO/BG
 - Upland Pine Forest
 - Upper Slope Pine Oak Forest
 - Visitor Center Area
 - WPS/BG
 - Wetland Pine Savannah
 - Wetland Pine Savannah



Produced by Fire Management
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