

## **General Agreement (MOU)**

### **Invasive Plant Management at Town Bluff Project/B.A. Steinhagen Lake and Big Thicket National Preserve, Texas**

This agreement is entered into by and between the United States Department of the Interior, National Park Service, Big Thicket National Preserve, hereinafter referred to as BITH and the U.S. Army Corps of Engineers, Ft. Worth District, Town Bluff Project, hereinafter referred to as COE.

#### **ARTICLE I – BACKGROUND AND OBJECTIVES**

##### **A. Background**

BITH and the COE have agreed to work in cooperation, where appropriate, for the control of invasive species at B. A. Steinhagen Lake/Town Bluff Project and the adjacent units of the Big Thicket National Preserve. This will enable BITH to assist with management/control efforts of invasive species on COE property and COE to assist with efforts on BITH property, as the management efforts of each agency's property has an impact on, and is essential to the successful management of, the adjoining agency's property.

BITH, a unit of the National Park System, is charged with protecting and preserving the natural and cultural resources within the park for the enjoyment of present and future generations and is responsible for increasing the public knowledge, awareness, and appreciation of the park's and country's natural resources. BITH and the COE estimate that 5 acres of park lands are infested with invasive (non-native) kudzu, which has a detrimental effect on the park's ability to meet its mission. In addition, BITH and the COE recognize that the cooperators' lands adjacent to or nearby the park are similarly infested with invasive (non-native) plant species. Therefore, BITH and the COE wish to cooperate in developing and implementing efforts to remove these invasive plants and to reduce or eliminate future invasions by facilitating restoration of native plants. These actions will have a clear and direct benefit to the natural resources inside Big Thicket National Preserve.

##### **B. Objectives**

The objective of this agreement is for BITH and COE to develop and implement actions to assess extent of invasions, develop short and long term actions to remove the priority invasive plants, such as kudzu, and restore native plant communities in furtherance of mutual and individual land management objectives.

BITH and COE goals for participating in this agreement are:

- Promote positive public attitudes toward the management of invasive (non-native) species;
- Increase the local and visiting public's knowledge about invasive species management issues and their impacts on natural resources and other land management objectives;
- Establish collaborative and self-sustaining cooperative efforts regarding invasive (non-native) species management;
- Abide by their own pesticide use proposal and reporting procedures; and
- Eliminate populations of invasive species that are of immediate threat to native plant communities within the park.

The BITH objectives of this agreement are to:

- Protect park natural resources from invasive species and restore lands adversely affected by them;
- Establish collaborative and self-sustaining cooperative efforts regarding invasive (non-native) species management;
- Cooperatively develop proposals and conduct projects that enhance and advance the conservation of natural resources within the park;
- Increase local participation in park activities through outreach and other educational activities focused on native and invasive species interactions;
- Increase citizen appreciation and understanding of the purposes and functions of parks through collaborative efforts to restore shared native species and their habitats; and
- Increase control of invasive species populations that are threatening natural resources within the park boundaries.

The COE objectives of this agreement are to:

- Coordinate management projects to increase effectiveness and efficiency of invasive species management efforts;
- Remove shared invasive plant species to meet cooperator's land management objectives; and
- Provide opportunities for community members and others to learn about best management practices used by cooperators for removing invasive plants.

## **ARTICLE II – AUTHORITY**

Pursuant to the authority granted to the Secretary of the Interior on May 8, 2008, Public Law 110-229, Consolidated Natural Resources Act of 2008, Title III, National Park Service Authorization, Subtitle A -Cooperative Agreements, Sec 301. Cooperative Agreements for National Park Natural Resource Protection. The Secretary of the Interior may enter into cooperative agreements with State, local or tribal governments, other Federal agencies, other public entities, educational institutions, private nonprofit organizations, or participating private landowners for the purpose of protecting natural resources of units of the National Park System through collaborative efforts on lands inside and outside of National Park System units.

## **ARTICLE III – STATEMENT OF WORK**

### **A. BITH agrees to:**

Using an Integrated Pest Management approach, work collaboratively with COE to identify, assess, prioritize, and apply best management practices for management of invasive (non-native) species and restoration of native species where needed.

Provide, at its discretion, native seeds, propagules or plant materials for the express purpose of propagating sufficient materials to restore native vegetation to treated areas.

Without revealing the locations of sensitive/rare species or archeological or other types of sites within the park, make available appropriate information (maps, spatial data, digital data, aerial photography) necessary for the planning and execution of mutually agreed upon management projects.

Prepare necessary environmental compliance documents and seek public review and comment on proposed projects.

Meet with the COE at least once annually to assess status of current activities and identify needs and plan activities for the next year.

Work with the COE to ensure that projects requiring invasive species management simultaneously on park and COE lands are coordinated to reduce potential re-infestation of treated lands and increase efficiency and effectiveness of management actions.

Provide technical assistance to ensure best management practices are used on mutually agreed projects. If that expertise is not available within the NPS, acquire that expertise via contract, cooperative agreement, or other means available to NPS.

Apply for any federal permits required (endangered species, migratory birds, Clean Water Act or Clean Air, pesticide use) prior to participating in management activities.

Assist the cooperators(s) as appropriate with any needed federal, state, or other permits that they may need prior to participating in management activities.

Provide the COE with a detailed list of materials, appropriate NPS staff time as available, document preparation, and other NPS contributions, and document their in-kind dollar value for mutually agreed projects.

Attend public meetings or other educational events to explain the need for mutually agreed projects and to explain the park's role.

Prepare articles for use in park and other media outlets to describe and inform the public about BITH's and COE's jointly sponsored activities.

Ensure that COE is aware of any sensitive species, cultural, or archeological resources within approved project areas and that cooperators agree to avoid those resources and not to disclose their locations.

**B. COE agrees to:**

Meet at agreed upon intervals with the park to assess status of current activities, identify needs, and plan subsequent activities.

Provide the park with data and other information needed to prepare compliance documents.

Apply for and secure any federal, state or local permits needed to undertake mutually agreed projects on COE's land. The cost for any required permits will be considered as a cooperator contribution towards the total cost of the project.

Using an Integrated Pest Management approach, work collaboratively with the park to identify, assess, and implement best management practices for management of invasive (non-native) species and restoration of native species where needed.

Provide the park with a detailed list of their contributions including material, labor, and equipment and the monetary value of any in-kind contributions to mutually agreed projects in accordance with the appropriate cost principles.

Provide the park with data (maps, spatial data, digital data, photographs, aerial photography, and reports) of their lands as appropriate for the planning and execution of mutually agreed to management projects, being sure to highlight any information considered proprietary and not for release.

Work closely with the park to ensure that projects requiring invasive species management simultaneously on COE and park lands are coordinated to reduce potential re-infestation of treated lands.

Contribute appropriately to preparing any necessary documentation needed for designation of project areas as Weed Management Areas and to submitting requests for WMA designation.

Allow park employees, volunteers, and or contractors to enter their land under stated protocols for purposes related to planning, implementing, and monitoring the success of the project.

Keep confidential any protected information that may be developed or otherwise acquired as part of the work with the National Park Service concerning sensitive resources within units of the national park system. Cooperator acknowledges that they may not divulge to anyone other than authorized NPS employees the location or whereabouts on park lands of any natural or cultural resources identified by the NPS as sensitive.

#### **ARTICLE IV – TERM OF AGREEMENT**

Unless terminated earlier pursuant to Article X, this agreement shall become effective on the date of final signature, and shall remain in effect until modified or terminated by either party.

Any party may propose modifications to this General Agreement. Modifications shall be in writing, signed and agreed to by all parties.

#### **ARTICLE V – KEY OFFICIALS**

##### **NATIONAL PARK SERVICE**

Lee LeJeune  
Agreements Technical Representative (ATR)  
409-951-6810

Brian Lockwood  
Biologist (Point of Contact)  
409-951-6821

Eric Worsham  
Exotic Plant Management Team Leader  
409-951-6840

Big Thicket National Preserve  
6044 FM 420  
Kountze, TX 77625

##### **U.S. ARMY CORPS OF ENGINEERS**

Terry Corbett  
Environmental Specialist, Pineywoods Project

intent to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve the causes for termination.

**ARTICLE XI – SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto executed this Agreement on the date(s) set forth below.

**FOR THE NATIONAL PARK SERVICE:**

Signature: \_\_\_\_\_

Name: Todd W. Brindle

Title: Superintendent

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

**FOR THE U.S. ARMY CORPS OF ENGINEERS:**

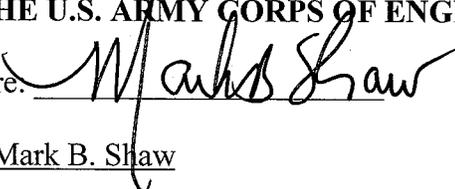
Signature: \_\_\_\_\_

Name: Floyd Boyett

Title: Lake Manager, Town Bluff Project

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

**FOR THE U.S. ARMY CORPS OF ENGINEERS:**

Signature: 

Name: Mark B. Shaw

Title: Deputy Operations Project Manager, Pineywoods Project

Date: 4 AUG 10

**ARTICLE XI - SIGNATURES**

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date(s) set forth below.

**FOR THE NATIONAL PARK SERVICE:**

Signature: Todd W. Brindle

Name: Todd W. Brindle

Title: Superintendent

Date: 8/4/2010

**FOR THE U.S. ARMY CORPS OF ENGINEERS:**

Signature: Floyd Boyett

Name: Floyd Boyett

Title: Lake Manager, Town Bluff Project

Date: 4 Aug 2010

**FOR THE U.S. ARMY CORPS OF ENGINEERS:**

Signature: Mark B. Shaw

Name: Mark B. Shaw

Title: Deputy Operations Project Manager, Pineywoods Project

Date: 4 AUG 10