

Bryan W. Shaw, Ph.D., P.E., *Chairman*  
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Richard A. Hyde, P.E., *Executive Director*



**TEXAS COMMISSION ON ENVIRONMENTAL  
QUALITY**

*Protecting Texas by Reducing and Preventing  
Pollution*

**SEP Agreement No. 2011-20  
SEP Amendment No. 1**

**SUPPLEMENTAL ENVIRONMENTAL PROJECT ("SEP") AGREEMENT AMENDMENT  
BETWEEN THE  
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ("TCEQ")  
AND BIG THICKET ASSOCIATION**

**SEP AMENDMENT NO. 1**

This document is SEP Amendment No. 1 ("Amendment") to SEP Agreement No. 2011-20, between TCEQ and Big Thicket Association. This Amendment delineates the increased scope of the Project and revised budget for SEP Agreement No. 2011-20.

Upon signature of this Amendment by the Parties, as established in SEP Agreement No. 2011-20, the following provision and special conditions will be accepted and incorporated into SEP Agreement No. 2011-20:

- The Estimated Project Budget for Wetland Species and Ecosystem Analysis, attached as Exhibit 1 of this Amendment, supersedes and replaces the previously approved SEP budget (Exhibit 2 of SEP Agreement No. 2011-20); and
- The Special Conditions, attached as Exhibit 2 of this Amendment, supersedes and replaces the previously approved Special Conditions (located on page 12 of SEP Agreement 2011-20).

In accordance with Section 11 of SEP Agreement 2011-20, this Amendment shall become effective solely upon agreement and signature of this document by the Parties. The effective date of this Amendment will be the date of the last signatory below.

All conditions and requirements of SEP Agreement No. 2011-20 that are not addressed in this Amendment shall remain unchanged.

SEP Agreement No. 2011-20  
SEP Amendment No. 1

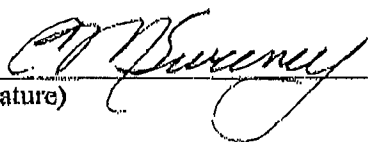
**Exhibit 1**

**Estimated Project Budget for Wetland Species and Ecosystem Analysis**

	<b>Allowable SEP Expense Item</b>	<b>Quantity</b>	<b>Price Per Item</b>	<b>Item Total</b>	<b>Total for Thirty (30) Projects</b>
<b>1</b>	TWIG Leader/Research Contractor(s) – collecting and inventorying specimens; analyzing and identifying species	120 hours	\$50/hour	\$6,000	\$180,000
<b>2</b>	Undergraduate Student Contractor(s) -- data entry and lab analysis	300 hours	\$12/hour	\$3,600	\$108,000
<b>3</b>	Vehicle or boat rental fee and fuel to access locations of specimen collection	18 days	\$160/day	\$2,880	\$86,400
<b>4</b>	Public notification of species collection event(s) in newspapers to recruit volunteers	3 newspaper advertisements	\$200/ad.	\$600	\$18,000
	<b>Total Direct Cost</b>			<b>\$13,080</b>	<b>\$392,400</b>
<b>5</b>	Salary cost for the Director of Thicket of Diversity as provided in Special Condition 2	52 hours	\$25/hour	\$1,300	\$39,000
	<b>Total Project Cost</b>			<b>\$14,380</b>	<b>\$431,400</b>

SEP Agreement No. 2011-20  
SEP Amendment No. 1

**TCEQ:**  
Texas Commission on Environmental Quality

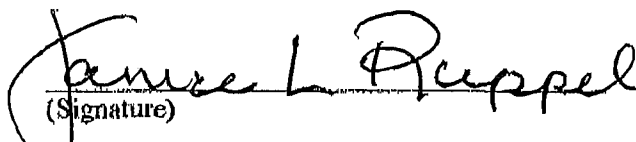
  
(Signature)

Caroline Sweeney  
(Printed Name)

Deputy Director, Office of Legal Services  
(Title)

Date: May 28, 2015

**THIRD-PARTY ADMINISTRATOR:**  
Big Thicket Association

  
(Signature)

Jan Ruppel  
(Printed Name)

President, Big Thicket Association  
(Title)

Date: 6-1-2015

SEP Agreement No. 2011-20  
SEP Amendment No. 1

## **Exhibit 2**

### **Special Conditions**

1. The following provision is added to **General Condition 6 Other Contributions:**
  - 6.1** If Performing Party receives funding for any of the items listed in Exhibit 1 of this Amendment from sources other than SEP Funds, Performing Party must report the source and amount of those funds and provide a list of items for which the funds were used.
2. The following provisions are added to **General Condition 11 Amendments:**
  - 11.1** The Estimated Budget for Wetland Species and Ecosystem Analysis, attached as Exhibit 1 of this Amendment, supersedes and replaces the previously approved budget (Exhibit 2 of SEP Agreement No. 2011-20).
  - 11.2** The SEP Funds authorized for administrative expenses, totaling \$39,000 of the Estimated Budget in Exhibit 1 of this Amendment, shall be used solely to compensate the Director of Thicket of Diversity for salary costs directly related to implementing the Project. This includes time spent collecting, verifying, and revising research data received from TWIG Contractors and uploading accurate data to the National Park Service and Thicket of Diversity websites. No SEP Funds may be expended for the purpose of salary costs for the Director of Thicket of Diversity until approved work, as described previously, has been performed and corresponding work logs/timesheets have been submitted to the TCEQ via Quarterly Reports.
  - 11.3** Performing Party shall use SEP Funds to inventory up to thirty additional taxonomic groups, such as lichens, bryophytes, mussels, mollusks, amphibians, fish, birds, worms, nematodes, protozoa, fungi, bacteria, arthropods, and invasive aquatic flora.
3. The following provisions are added to **General Condition 13.2 Quarterly Reports:**
  - 13.2.7** Copies of advertisements and receipts for advertisements.
  - 13.2.8** Maps showing the geographic areas that were sampled for the Project.
  - 13.2.9** Receipts for vehicle or boat rentals and fuel.
  - 13.2.10** Detailed receipts, invoices, work logs/timesheets, and work plans for all work conducted by contractors and the Director of Thicket of Diversity.
  - 13.2.11** Representative pictures of specimens collected.
  - 13.2.12** List of species identified and inventoried.

<b>Performing Party</b>	<b>Big Thicket Association</b>
<b>Agreement Number</b>	<b>2011-20</b>
<b>SEP Title</b>	<b>Wetland Species and Ecosystem Analysis</b>

### **Agreement Concerning Supplemental Environmental Project Funds**

This Agreement Concerning Supplemental Environmental Project Funds (hereinafter "Agreement") is entered into by and between the Texas Commission on Environmental Quality (hereinafter "TCEQ"), an agency of the State of Texas, and Big Thicket Association (hereinafter "Performing Party"), a non-profit organization under U.S. Internal Revenue Code, § 501(c)(3) (collectively, "the Parties").

### **General Conditions**

#### **1. Contact Information**

Each Party hereby designates the following person as its representative for implementing this Agreement and for receipt of notice or other information pursuant to the Agreement:

#### **Contact Information for Performing Party:**

Name: Mary C. Johnston, President  
 Telephone: (757) 288-0190  
 Facsimile: (936) 274-5854  
 Email: [mathicket@aol.com](mailto:mathicket@aol.com)  
 Address: Big Thicket Association  
 P.O. Box 198  
 Saratoga, Texas 77585

#### **Contact Information for TCEQ:**

Name: Stephanie Frazee, SEP Attorney  
 Telephone: (512) 239-3693  
 Facsimile: (512) 239-3434  
 Email: [stephanie.frazee@tceq.texas.gov](mailto:stephanie.frazee@tceq.texas.gov)

#### **Mailing Address:**

Litigation Division  
 Attn: SEP Attorney  
 Mail Code 175  
 Texas Commission on Environmental  
 Quality  
 PO Box 13087  
 Austin, Texas 78711-3087

#### **Overnight or Courier:**

Litigation Division  
 Attn: SEP Attorney  
 Mail Code 175  
 Texas Commission on Environmental  
 Quality  
 12100 Park 35 Circle, Bldg. A  
 Austin, Texas 78753

## **2. Definitions & Clarifications**

**2.1 "Effective Date"** refers to the date this Agreement begins and is the date of the last signatory below.

**2.2 "Includes" and "including"** are terms of enlargement and not of limitation or exclusive enumeration, and the use of the terms does not create a presumption that components not expressed are excluded.

**2.3 "Party" or "Parties"** refers to one or all of the signatories to this Agreement, respectively.

**2.4 "SEP"** refers to Supplemental Environmental Project.

**2.5 "SEP Funds"** means funds that, with the TCEQ approval, are contributed to Performing Party by respondents in enforcement actions brought by the TCEQ to offset the administrative penalty due to the State of Texas General Revenue Fund. The term includes interest earned on the original contribution.

**2.6 "Project"** refers to the project that is approved by the TCEQ as a SEP and described in the exhibits in this Agreement.

**2.7 Computation of Times.** When any period of time is referred to in the Agreement by days, it will be computed to exclude the first and include the last day of such period. A calendar day of twenty-four hours measured from midnight to the next midnight constitutes a day. A period referred to as a "month" is the period ending on the same numerical day in the subsequent calendar month as the day on which the period began, e.g., from the 9th to the 9th, provided that if the numerical day for calculation of a period of months is greater than the number of actual days in the concluding month, the period will end on the last day of that month. A period referred to as a "week" is a period of seven days. A period referred to as a "year" is a period of 365 days. If the last day of any period described above falls on a Saturday or Sunday or on a state or federal holiday and action is required of the Performing Party on that day, such day will be omitted from the computation and the required day for action will move forward to the next day that is not a Saturday or Sunday or on a state or federal holiday.

## **3. Exhibits**

The following exhibits are attached to this Agreement and incorporated herein by reference:

**Exhibit 1, entitled "Wetland Species and Ecosystem Analysis".**

**Exhibit 2, entitled "Estimated Budget for Wetland Species and Ecosystem Analysis".**

**4. Approvable SEP**

The Parties agree that the Project meets the definition of a SEP pursuant to Texas Water Code § 7.067 and the TCEQ guidance on SEPs.

**5. SEP Funds**

**5.1 Estimated Project Budget.** TCEQ has approved an estimated Project budget, which is attached as Exhibit 2. Although TCEQ and Performing Party understand that the final Project costs may vary from Exhibit 2, it will be used as guidance for all expenditures of SEP Funds for this Project. If the Project costs for any phase increase by more than ten percent of the estimated cost, Performing Party shall notify the TCEQ prior to expenditure. If Performing Party does not receive TCEQ approval for the increased cost expenditure, SEP Funds shall not be used for that increased cost expenditure. The Parties acknowledge that there may be other Project costs that are not in Exhibit 2 that may be paid for with non-SEP funds.

**5.2 Maintenance of SEP Funds.** Performing Party shall maintain SEP Funds in an interest-bearing account used exclusively for such funds at a financial institution that is insured by the Federal Deposit Insurance Corporation ("FDIC") and provides regular accounting statements. All earned interest on SEP Funds must be accounted for and it becomes part of the SEP Funds under this Agreement.

**5.3 Use of SEP Funds.** For any SEP Funds received, Performing Party shall only expend such funds directly on the Project for expenses that are reasonable, necessary, actual, and authorized by Exhibit 2 of this Agreement. Performing Party shall ensure that the expenditure of SEP Funds results in the performance of adequate and timely work and that purchases are made in accordance with this Agreement. Performing Party shall not use any SEP Funds, nor interest from such funds, for administrative, advertising, or travel expenses associated with the implementation of the Project without prior express written approval from the TCEQ. Performing Party may expend SEP Funds for work being performed by or for Performing Party, by Performing Party's employees, independent contractors, or volunteers. Performing Party shall not act as a third-party administrator granting funds or funding projects for the benefit of other parties.

**5.3.1** In addition to the requirements that expenses be reasonable, necessary, actual, and authorized, TCEQ may also require that expenses for work or a specific portion of the work to be performed under this Agreement be allowable under the appropriate cost principles specified in the Texas Uniform Grant Management Standards ("UGMS") established by the Office of the Governor of Texas under 1 Texas Administrative Code §§ 5.141-5.167.

**5.4 Accounting.** Performing Party shall specifically account, at least on a quarterly basis, for the receipt and expenditure of SEP Funds, including all interest earned on such funds, on the approved TCEQ reporting form. Failure to provide required reports shall constitute grounds for termination of this Agreement; however, an extension of time may be granted at the sole discretion of the TCEQ.

**5.5 Timely Expenditure.** Performing Party must expend SEP Funds within one year of receiving the contribution. In the TCEQ's sole discretion, this time period may be extended upon request from Performing Party. Any request for extension must be on the approved TCEQ form, include reasonable justification for the extension, and be received thirty (30) days prior to the end of the required performance period.

**5.6 No Guarantee of Funding.** Funding under this Agreement is limited to voluntary SEP contributions through the TCEQ enforcement process. Performing Party understands that there is no guarantee that it will receive any SEP Funds under this Agreement.

**5.7 Refund of SEP Funds.** If at any time the TCEQ determines that SEP Funds were spent in a manner that is not in accordance with this Agreement or that Performing Party failed to spend SEP Funds in a timely manner, as required by this Agreement, Performing Party shall, on request from the TCEQ, account for all SEP Funds and return all unused SEP Funds to the TCEQ within thirty (30) days of demand by TCEQ. Return of SEP Funds will be accompanied by a detailed written accounting connecting the funds to specific docket numbers in a manner acceptable to the TCEQ. These remaining SEP Funds must be in the form of a check or money order made out to "Texas Commission on Environmental Quality" and sent to the TCEQ address in Section 10 of this Agreement. In lieu of the return of unused SEP Funds and with the approval of TCEQ, Performing Party shall transfer the unused SEP Funds to another TCEQ SEP as directed by TCEQ. This obligation survives termination of the Agreement.

## **6. Other Contributions**

Nothing in this Agreement is to be construed to prevent Performing Party from accepting funds from charitable contributors or other sources to the extent permitted by law.



## **7. TCEQ Enforcement Actions**

This Agreement does not create any rights on behalf of Performing Party or contributing respondents in TCEQ enforcement actions. Performing Party shall have no role in the TCEQ enforcement process other than to receive approved, voluntary SEP contributions from respondents and perform the Project according to the terms of this Agreement.

## **8. Compliance**

Performing Party shall perform the Project in accordance with this Agreement as well as applicable state and federal laws, rules, and regulations. In so doing, Performing Party shall obtain all necessary permits and licenses.

## **9. Term of Agreement**

The Agreement begins on the Effective Date and automatically renews in one year increments unless terminated by either Party in accordance with this Agreement.

## **10. Termination**

Upon thirty (30) days prior written notice to the other Party, either Party may terminate this Agreement with or without cause. Within thirty (30) days of the effective date of the termination, Performing Party shall make a written accounting to the TCEQ of all SEP Funds received, expended, and remaining under this Agreement. This accounting must associate SEP Funds to specific docket numbers and must utilize the TCEQ SEP Third Party Administrator Final Report form. With this written accounting, Performing Party shall also return all remaining SEP Funds to the TCEQ that have not been expended. The return of remaining SEP Funds must be in the form of a check or money order made out to "Texas Commission on Environmental Quality" and sent to the TCEQ address listed below. These obligations survive termination of the Agreement.

Texas Commission on Environmental Quality  
Litigation Division  
Attention: SEP Coordinator, MC 175  
P.O. Box 13087  
Austin, Texas 78711-3087

## **11. Amendments**

With the exception of contact information, changes to this Agreement may only be made by written amendment, signed, and agreed to by all Parties. Changes to Section 1, Contact Information, may be made by written notice from one Party to the other Party.

## **12. Notices and Other Information**

**12.1 Effective Delivery.** All notices and other information will be deemed to be delivered on the date they are received if they are: 1) hand-delivered, as evidenced by a signed acknowledgement of receipt; 2) delivered by a nationally recognized courier service, as evidenced by the confirmation of delivery rendered by the courier service; 3) or mailed through the U.S. Postal Service by certified or registered mail, return receipt requested, as evidenced by the acknowledgement of receipt returned to the sender by the postal authorities. Electronic transfer by facsimile or email is not effective for notice unless acknowledged by the other Party.

**12.2 Bankruptcy and/or Business Closing.** In the event that Performing Party closes its business and/or files a petition for bankruptcy protection, Performing Party shall provide written notice to the TCEQ within twenty-four (24) hours of such closure and/or filing. Notice must be sent to the designated TCEQ contact under this Agreement as well as the TCEQ Bankruptcy Program. Notice to the TCEQ Bankruptcy Program must include contact information and be sent to: TCEQ Bankruptcy Program, P.O. Box 13087, Mail Code 205, Austin, Texas 78711.

**12.3 Notice of Change.** Performing Party agrees that all information it provided to the TCEQ was correct at the time of submission and remains correct throughout the term of this Agreement, and that in entering into this Agreement, the TCEQ has materially relied on all information provided by Performing Party, regardless of whether such information is incorporated into this Agreement. Performing Party agrees to give five (5) days written notice to the TCEQ if there is any material change in the information.

## **13. Records and Reporting**

**13.1 Records.** Performing Party shall maintain organized and legible financial records, books, documents and other evidence reasonably pertinent to its performance under this Agreement for a minimum of three (3) years from the date of receipt of each contribution. Performing Party shall maintain all financial records in accordance with generally accepted accounting principles. This obligation survives termination of the Agreement.

**13.2 Quarterly Reports.** Performing Party shall submit quarterly reports, within the timelines contained therein, to the TCEQ on the approved TCEQ SEP Third Party Administrator Quarterly Report form ("QR"). The QRs must contain the following information:

**13.2.1** A list of the amount of SEP Funds received during the previous quarter with each respondent name, corresponding docket number, and dollar amount received;

**13.2.2** A list of actual expenditures on the Project paid for with SEP Funds and any necessary accompanying explanation;

**13.2.3** The total balance of the SEP Funds with interest separately noted;

**13.2.4** A description of the Project to which SEP Funds were allocated and progress made to date;

**13.2.5** Any additional information Performing Party believes would demonstrate compliance with this Agreement; and

**13.2.6** Any additional information requested by the TCEQ or the QR.

**13.3 Final Reports.** Within thirty (30) days after the conclusion of the Project, Performing Party shall submit a final report on the approved TCEQ SEP Third Party Administrator Final Report form ("FR"). This obligation survives termination of the Agreement. The FR shall contain the following information:

**13.3.1** A detailed SEP summary, including pictures, describing the completed Project;

**13.3.2** The initial estimated Project budget amount;

**13.3.3** A list of the amount of SEP Funds applied to the Project with each respondent name, corresponding docket number and dollar amount received, including the total amount received with interest separately noted;

**13.3.4** A list of actual expenditures on the Project that were paid for with SEP Funds, including the total amount spent;

**13.3.5** A list of remaining SEP Funds not used for the Project (such funds must be returned to TCEQ within thirty (30) days);

**13.3.6** Any additional information Performing Party believes would demonstrate compliance with this Agreement; and

**13.3.7** Any additional information requested by the TCEQ or the FR.

**13.4 Additional Reporting.** Performing Party agrees to provide additional information requested by the TCEQ under this Agreement within thirty (30) days of receipt of the request.

#### **14. Access**

**14.1 Inspection and Audit.** Performing Party shall permit TCEQ as well as authorized state and federal agencies to have unrestricted access to all records, data, and facilities as necessary to review, inspect, and audit all activities and services associated with SEP Funds under this Agreement. Performing Party shall provide appropriate accommodations for such access and inspection.

**14.2 Access to Project.** Performing Party agrees to allow access by the TCEQ and its representatives to the site of any work performed in whole or in part utilizing SEP Funds and it shall require its contractors to provide the same access.

**14.3** These obligations survive termination of this Agreement.

#### **15. Insurance**

Unless prohibited by law, Performing Party shall require its contractors and suppliers to obtain and maintain adequate insurance coverages sufficient to protect the Performing Party from all claims and liability for injury to persons and for damage to property arising under the Agreement. If Performing Party is performing work under this Agreement using its own employees and resources, then (unless Performing Party is a governmental entity or this requirement is waived by TCEQ) Performing Party shall obtain and maintain insurance coverages sufficient to protect the Performing Party from all claims and liability for injury to persons and for damage to property arising out of Performing Party's performance of the work under this Agreement.

#### **16. Assumption of Risk**

The Project is performed at Performing Party's sole risk as to the means, methods, design, processes, procedures, and conduct of the Project.

#### **17. Independent Entity**

Performing Party is an independent entity and performs the Project as part of its own authorized functions. Performing Party agrees that it undertakes performance in accordance with this Agreement as its own work and does not act in any capacity on behalf of the TCEQ or as a TCEQ-hired contractor or vendor of goods or services.

## **18. Acknowledgement of Financial Support**

Performing Party shall acknowledge the financial support of the TCEQ SEP program in any publication involving the use of SEP Funds or whenever work funded in whole or in part by this Agreement is publicized or reported in news media. All publications, news releases and project signs shall contain the following notation (or its equivalent if approved by the TCEQ):

Performed with penalty monies from a  
Texas Commission on Environmental Quality enforcement action.

## **19. Publicity**

Performing Party shall not publicize the name of contributors of SEP Funds without consent of the contributor and notice to the TCEQ.

## **20. Public Information**

The Texas Public Information Act (Texas Government Code, Chapter 552) applies to all information delivered to the TCEQ in the course of performance under this Agreement. The TCEQ assumes no obligation to make legal arguments in support of any claims pertaining to confidentiality, patents, trade secrets, or copyright.

## **21. Severability**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the remainder of the Agreement shall be construed to conform to the intent of the Parties.

## **22. Conflict of Interest**

Performing Party shall notify the TCEQ in writing of any actual, apparent, or potential conflict of interest regarding Performing Party or any related entity or individual performing or having involvement with any portion of the Project. At the TCEQ's request, Performing Party shall ensure that any entity with an organizational conflict of interest or an individual with a personal conflict of interest will not take part in any way in the performance of the Project. Performing Party agrees that the TCEQ has sole discretion to determine whether a conflict exists.

## **23. Governing Law**

This Agreement shall be governed by, construed, and interpreted under the laws of the State of Texas, as well as any applicable federal law.

## **24. Venue**

Performing Party agrees that the Agreement is being performed in Travis County, Texas because this Agreement has been solicited and is being administered in Travis County, Texas. Performing Party agrees that any permissible cause of action involving this Agreement arises solely in Travis County. This provision does not waive the TCEQ's sovereign immunity.

## **25. Sovereign Immunity**

The Parties agree that this Agreement does not waive the State of Texas' sovereign immunity or official immunity to which TCEQs officers, employees, or agents are entitled relating to suit, liability, and the payment of damages.

## **26. Assignment**

No delegation, transfer, or assignment of duties, obligations, or rights under or interests in the Agreement will be binding on the TCEQ without its express written consent. Any such delegation, transfer, or assignment made without the written consent of TCEQ is void. No delegation, transfer, or assignment will release or discharge Performing Party from any duty or responsibility under this Agreement.

## **27. Survival of Obligations**

All representations, warranties, and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Agreement, will survive beyond the termination or completion of the Agreement.

## **28. Indemnification**

To the fullest extent permitted by law, Performing Party shall indemnify and hold harmless TCEQ and its representatives from and against all losses, liabilities, damages, and other claims of any type arising from the performance of the Project by the Performing Party or its contractors, subcontractors, suppliers and agents, including those arising from workmanship, materials, or from a breach of applicable laws, regulations, safety standards, or directives regardless of whether such acts or omissions are negligently or recklessly performed. This covenant survives the termination of the Agreement.

## **29. Full Integration**

This Agreement, including all exhibits, merges any prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding the Project.

### **30. Counterparts**

This Agreement may be signed in any number of counterparts, and as signed, shall constitute one Agreement binding on the Parties hereto, even though the Parties do not sign the same counterpart.

### **31. Authorized Signatories**

The Parties agree that the signatories to this Agreement are authorized to enter into this Agreement on behalf of the entities indicated below each respective signature. Furthermore, the Parties agree that each is bound by the terms and conditions of this Agreement after it is signed by each Party.

### **32. Conflicting Conditions**

There are Special Conditions and a Project Description to this Agreement which may be more restrictive than the General Conditions to this Agreement. If there is a conflict between the Special and the General Conditions, the Special Conditions and the Project Description control.

### **Special Conditions**

1. The following provision is added to **General Condition 6 Other Contributions:**

**6.1** If Performing Party receives funding for any of the Items listed in Exhibit 2 from sources other than SEP Funds, Performing Party must report the source and amount of those funds and provide a list of Items for which the funds were used.

2. The following provisions are added to **General Condition 13.2 Quarterly Reports:**

**13.2.7** Copies of advertisements and receipts for advertisements.

**13.2.8** Maps showing the geographic areas that were sampled for the Project.

**13.2.9** Receipts for fuel and vehicle rentals.

**13.2.10** Detailed invoices, receipts, work logs, and work plans for all work conducted by contractors.

**13.2.11** Representative pictures of specimens collected.

**13.2.12** List of species identified and inventoried.



## **Exhibit 1**

### **Wetland Species and Ecosystem Analysis**

#### **Project Description**

The Big Thicket National Preserve (the "Preserve") is a heavily forested area in southeast Texas that spans approximately 105,684 acres. The Preserve ranges through 250 miles of waterways across seven east Texas counties (Hardin, Jefferson, Orange, Jasper, Liberty, Polk, and Tyler Counties). The Neches River forms the eastern boundary. The Preserve is one of the most biologically diverse ecosystems in the world. In 2001, the Preserve was named a "Globally Important Birding Area." In 2007 the Neches River was named in the top 10 Most Endangered Rivers by the American Rivers Association.

The last comprehensive biological survey of the Preserve was conducted in the 1930s. In 2006, Performing Party initiated a new inventory of all species in the Preserve through the Thicket of Diversity, All Taxa Biodiversity Inventory ("ATBI"). Performing Party has inventoried 1,897 species with 16,157 specimens collected and has identified 96 species new to the Preserve, 61 species new to the state, and 10 species new to science.

Performing Party shall use SEP Funds to inventory an additional taxonomic group, such as lichens, bryophytes, mussels, mollusks, amphibians, fish, or birds. The Project will involve collecting specimens from the Preserve as well as wetland properties in Orange and Jefferson Counties, which are in the process of being donated to the Preserve. Currently, a Memorandum of Understanding regarding the impending donation is in place that will allow inventory of these properties. These properties have never been inventoried and need data for resource management.

The acquisition of data conducted through comprehensive biological inventories in the Preserve wetlands provides a quantitative tool to assess current and future status of living species, water quality, and the integrity of floodplains in the area. Pollution in and along waterways can contribute to dead zones and excessive aquatic growth. Protected areas such as the Preserve were created to conserve wild biodiversity. These areas have now been impacted by invasive species, such as the Chinese tallow tree and the water hyacinth, that are gradually changing the natural biodiversity to the detriment of native plants and plant assemblages as well as animals that depend on native plants for shelter and food.

The research of Taxonomic Working Groups ("TWiGs") and Citizen Scientist volunteers will be catalogued into the Discover Life in America database as part of the National Park Service Biodiversity Discovery Initiative. TWiGs will consist of a researcher ("TWiG Leader") and a research team of students and volunteers. SEP Funds will be used for TWiG research on a specific taxonomic group that is known for being a pollution indicator or a threatened native species.

Performing Party shall put out a Request for Proposals ("RFP") to researchers. The RFPs will request proposals on taxonomic groups to be inventoried. Performing Party will choose a response to the RFP based on the priority of the proposed taxonomic group as a pollution indicator species or status as a threatened native species. The researcher whose proposal is chosen will be hired by Performing Party, using SEP Funds, as a contractor to act as the TWiG Leader.

SEP Funds will be used for collection of specimens and the input of inventory data according to scientific standards into a database available for TCEQ and public review. The TWiG Leader will be a contractor who will supervise collection, inventory, lab analysis, and data entry. Citizen Scientist volunteers (students, public members of Performing Party, community volunteers, and Park Service employees), will be recruited to participate in inventory collections. Approximately ten team members will spend eighteen days in the field collecting specimens for the taxonomic group. The TWiG Leader and students will then spend approximately 500 hours in the lab analyzing and identifying species.

The new data resulting from the Project will aid resource managers in protecting critical resources. Information will benefit the local environment and have national outreach with inclusion in the National Park Service database. The newly acquired wetlands in Orange and Jefferson Counties will especially benefit as no data has been collected on them to date. This new research will provide a new baseline and comparative data that can assist in invasive species analysis, assessment of pollution, and resource management efforts.

### **Project Scope**

The scope of this SEP is three years. The estimated budget in Exhibit 2 for this SEP is for three years. Pursuant to General Condition 9, this Agreement renews annually for its three year term, unless terminated by either Party in accordance with this Agreement.

### **Environmental Benefit**

This Project will benefit the environment by identifying the biodiversity, both native and exotic, in wetland wildlife corridors to assist in stewardship and sustainability. It will also assess the state of pollution indicator species to determine the impact of pollution on the Preserve. Additionally, inventories will identify areas where invasive species are present and aid in the analysis of harmful invasive species spreads and their impacts so that areas for removal can be identified.

### **Eligible Areas and Counties for Contributions**

Hardin, Jefferson, Orange, Jasper, Liberty, Polk, and Tyler Counties

### **Minimum Contribution Amount**

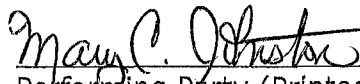
\$1,000

**Exhibit 2**

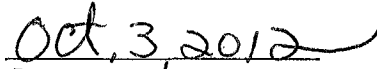
**Estimated Budget for Wetland Species and Ecosystem Analysis**

<b>No.</b>	<b>Expense Item</b>	<b>Quantity</b>	<b>Price Per Item</b>	<b>Item Total</b>
1	Researcher/TWIG Leader Contractor – collecting and inventorying specimens; analyzing and identifying species	120 hours	\$50/hour	\$6,000
2	Undergraduate student(s) contractors – data entry and lab analyses	400 hours	\$9/hour	\$3,600
3	Vehicle or boat rental fee and fuel to access locations of specimen collection	18 days	\$160/day	\$2,880
4	Public notification of species collection event in newspapers to recruit volunteers	3 newspaper ads	\$200/ad	\$600
	Total			\$13,080

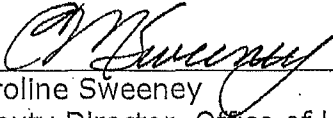
**Signature Page for Performing Party**



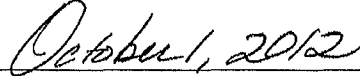
Performing Party (Printed Name)  
Mary C. Johnston, President  
Big Thicket Association

  
Date

**Signature Page for the TCEQ**



Caroline Sweeney  
Deputy Director, Office of Legal Services  
Texas Commission on Environmental Quality



Date