

PARTNER AGREEMENT (PA)

Between

_____ **(partner name)**

and

The Partners of the Lower Hudson Partnership for Regional Invasive Species Management (hereinafter referred to as “Partners”) listed in Exhibit A

I. PURPOSE:

The Partner Agreement states a collaborative framework for Lower Hudson Partnership for Regional Invasive Species Management (PRISM) partners to address the impacts of invasive species in the region, through support of the Lower Hudson PRISM Strategic Plan.

The Lower Hudson Strategic Plan states the purpose of the PRISM and recognizes the desire of its Partners to protect biodiversity and ecosystem services through a collaborative and integrated approach to invasive species management.

II. STATEMENT OF MUTUAL BENEFIT AND INTEREST:

The Strategic Plan is implemented pursuant to New York State Law and recognizes the collective responsibility of the citizenry for the management of invasive species. The activities of the PRISM advanced by the PRISM Partners therefore include, but are not limited to:

- Administering programs involving invasive species management and monitoring;
- Making recommendations for the management of invasive species as well as necessary and appropriate restoration;
- Educating the public about invasive species;
- Conducting research on the ecology, biology, biodiversity impacts, invasive nature, control, prevention, economic impacts, health effects, or other interest areas of invasive species;
- Protecting native biodiversity and natural areas from the threat posed by invasive species and restoring such biodiversity where impaired due to invasive species;
- Maintaining equipment and personnel for the purpose of controlling invasive species within their jurisdiction;

- Minimizing economic losses and human health risks due to invasive species.

The parties agree that it is to their mutual benefit and interest to work cooperatively to prevent the arrival, establishment, and spread of invasive species across jurisdictional boundaries within the Lower Hudson PRISM, with adjacent partnerships, and across state borders. They agree that it is mutually beneficial to inventory, monitor, and control invasive species; and to educate the public, decision makers, and themselves about the problems of and solutions to invasive species. This cooperative effort will foster best management practices of invasive species while improving working relationships among the parties and with the public.

III. PARTNER DUTIES:

The parties to this Partner Agreement accept the Purpose and the Statement of Mutual Benefit and Interest herein and will undertake to advance those efforts as follows. The Partner shall.

- A. Follow the objectives of the PRISM following New York State law and regulations which define and regulate invasive species. Those laws include the Legislative Finding that “invasive plant and animal species pose an unacceptable risk to New York State’s environment and economy” where an “invasive species” is defined as “a species that is: (a) nonnative to the ecosystem under consideration; and (b) whose introduction causes or is likely to cause economic or environmental harm or harm to human health. For the purposes of this paragraph, the harm must significantly outweigh any benefits.” New York State *Environmental Conservation Law* §§ 9-1701, 9-1703(10).
- B. Support the strategic plan of the Lower Hudson PRISM and work cooperatively with other Partners.
- C. Be represented at 50% or more of the Partner meetings of the Lower Hudson PRISM each year.
- D. Provide the PRISM Coordinator with an annual summary of activities for the annual PRISM report.
- E. Designate one person to represent the Partner. A Partner can change their designated representative by notifying the PRISM Coordinator.
- F. Recognize that each Partner organization will only have one vote on PRISM issues regardless of the number of representatives from that organization present at a meeting.

- G. Accept that if a Partner fails to meet any of these duties they may be removed as a Partner. They may then be reinstated as a Partner after going through a probationary period of one year, where they successfully meet the above duties.
- H. Accept that a Partner may apply for a hiatus from membership that will excuse them on a one year probationary period, by giving notice to the PRISM Coordinator that they will temporarily be unable to meet the necessary duties for membership. During that time, however, the Partner must still provide a summary of activities (Item III.D above) to the PRISM Coordinator. Failure to do so may result in membership status being revoked.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. **GENERAL MEETINGS.** There shall be a minimum of two full Partner meetings each year, announced via e-mail to the Partners at least two weeks prior to the actual meeting. One meeting held in the fall shall be for the purpose of electing new Steering Committee members.
- B. **GOVERNANCE.** The PRISM Coordinator, with support of the Steering Committee as defined in Exhibit B, shall be responsible for the everyday activities of the PRISM, for ensuring progress on the Lower Hudson PRISM contract deliverables (Exhibit C) and for convening Partner meetings.
- C. **DECISION MAKING.** Except for those authorities given to the Steering Committee as defined in Exhibit B, the Lower Hudson PRISM shall strive to work through consensus (i.e. non- voting agreement by all members present). Should a vote be necessary, a 2/3 majority vote of those present is needed for the passage of any resolution. No single person will represent more than two Partners at a meeting. Resolutions may be voted on during a general meeting or Steering Committee meeting. Each Partner organization shall receive a single vote. Exhibits to this PA may be revised, deleted, or added to as necessary and as agreed to by the Steering Committee and the Partners.
- D. **QUORUM.** A quorum at partnership meetings shall consist of 40% of the Partners.
- E. **MULTIPLE APPROACHES.** Each Partner agrees to support the Lower Hudson PRISM in its activities, consistent with the Partner's mission. The Lower Hudson recognizes that activities touching upon invasive species management may include education, prevention, early detection, remediation and other activities each of which contribute to the advancement of its mission, priorities and goals. The Lower Hudson PRISM also recognizes that there are a variety of methods each of which may advance its mission, priority and goals.

- F. **KEY CONTACTS.** The key contact for this PA is the PRISM Coordinator. Mailing address: c/o New York-New Jersey Trail Conference, 156 Ramapo Valley Road, Mahwah, NJ 07430.
- G. **LOBBYING ACTIVITIES.** The Lower Hudson PRISM shall not engage in any direct lobbying that will result in legislation, including lobbying for budgetary increases or regulatory change. The individual organizations that are signatories to this PA are free to lobby for the best interests of the PRISM as their individual organizations allow and support. The Lower Hudson PRISM does retain the right to influence policy implementation.
- H. **FREEDOM OF INFORMATION ACT (FOIA).** Any information furnished to federal or state agencies such as the National Park Service, NYS Dept. of Environmental Conservation, NYS Office of Parks, Recreation, and Historic Preservation, and the NYS Dept. of Transportation, under this PA may be subject to the Freedom of Information Act (5 U.S.C. 552) and NYS Freedom of Information Law (Article 6 of the NYS Public Officers Law). All meetings, except for Steering Committee meetings called as necessary, shall be open to the public.
- I. **PARTICIPATION IN SIMILAR ACTIVITIES.** This PA in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, individual people, or other entities.
- J. **NON-FUND OBLIGATING DOCUMENT.** Nothing in this PA shall be construed as obligating the parties to this agreement to expend money or resources, or involve any contract or other obligation for the future payment of money or resources. This PA is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this PA will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This PA does not provide such authority. Specifically, this PA does not establish authority for noncompetitive award to the parties of any contract or other agreement.
- K. **MODIFICATION.** Changes cannot be made to this PA without the prior consent of all signatories. Proposed modifications shall be issued in writing and must be signed and dated by all signatories of this PA before any changes are made. The latest revision of any Exhibit will automatically be incorporated into this PA without necessitating a formal modification as defined above, with all Partners notified electronically.

- L. TERMINATION. Any Partner may terminate, in writing (electronic or otherwise), their participation in this PA with at least 30 days notice.
- M. OWNERSHIP OF PRODUCTS AND DATA. Products and data produced for the PRISM shall be the shared resources of all Partners. Should the Lower Hudson PRISM dissolve, all project documents and data shall become the property of the NYS Department of Environmental Conservation.
- N. INSURANCE. Each Partner shall maintain its own insurance coverage, through commercial insurance, self-insurance, or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this PA.
- O. COMMENCEMENT/EXPIRATION DATE. This PA is in effect for each signatory from the point they sign this document and shall automatically renew on an annual basis on January 1st unless terminated by the Steering Committee with at least 30 days electronic notification to the entire membership.

_____ (*name of party*) hereby agrees to be part of the Lower Hudson Partnership for Regional Invasive Species Management.

_____ (*name of party*) agrees to comply with and be bound by the terms of the Partner Agreement for the Lower Hudson Partnership for Regional Invasive Species Management attached hereto and incorporated herein by reference.

In witness whereof, the party hereto has executed this agreement as of the date written below.

Signature _____ Date _____

Printed Name _____

Title _____

PRIMARY CONTACT INFORMATION

Organization	
Name	
Title	
Mailing Address	
Office/Daytime Phone	
Cell phone	
Email	

Exhibit A: List of Partners

(To be filled in as partners sign the agreement)

EXHIBIT B

Lower Hudson PRISM Governance Policy

Purpose:

The current Lower Hudson PRISM governance model is consensus driven; the PRISM Partners present at any particular meeting discuss issues and determine future actions after reaching agreement. However, in order to create an environment for efficient decision-making outside of Partner meetings, it is necessary to identify a core group of individuals representing a variety of Partners that can guide decision making.

Steering Committee

The role of the Steering Committee will be to assist the PRISM Coordinator with administrative decisions, Partner outreach and coordination, implementation of the Strategic Plan, and the review of proposals for funding and the awarding of contracts. The Steering Committee will also assist with determining issues which should be brought to the Partners for discussion and agreement at the next Partner meeting.

- A. The Steering Committee will consist of seven members. Six of these members will be elected to the committee by the general membership for 3 year terms, and the remaining position on the Steering Committee will be held by the PRISM Coordinator. The top vote getters at an official meeting of the PRISM Partners will be elected to membership on the Steering Committee.
- B. The PRISM seeks to promote a diversity of expertise and points of view within the Partners, and it strives to balance the representation on the Steering Committee to reflect that diversity.
- C. To maintain an equal rotation of elected members, at the onset six people will be elected with two people serving until the end of 2014, two serving until the end of 2015, and two serving until 2016.
- D. Beginning in 2014, at the fall Partner meeting, a new class of two Steering Committee members shall be elected each year to a three year term with their term beginning at the start of the following year. Each year thereafter, a new class of two members shall be elected each fall with their term beginning at the start of the following year.
- E. If a Steering Committee member resigns, a new member shall be voted upon during the first available Partner meeting to fill the remainder of the term.
- F. No individual person shall serve more than two consecutive full terms; however, a different person representing the same Partner may be elected. No two

individuals representing the same Partner shall serve on the Steering Committee at the same time.

- G. The Steering Committee will try to reach consensus on each issue, however, when a consensus cannot be reached, a 2/3 majority vote of those present will be needed to carry a motion.
- H. The Steering Committee shall meet at least four times each year but may meet more frequently. It is acceptable for the Steering Committee to meet by phone or videoconference. Minutes of the Steering Committee meetings will be taken and made available to the Partners.
- I. Five Steering Committee members constitute a quorum. In the case of vacancies, the quorum shall be the total number of seated Steering Committee members minus one.
- J. The Steering Committee will make decisions on funding proposals under the guidance of proposal ranking criteria developed by the Partners. Steering Committee members are eligible to apply for funding but must recuse themselves from voting if applying. Members who must recuse themselves will be replaced by alternatives drawn from the Partners for the evaluation and selection of proposals.
- K. A Nominating Committee will be formed in advance of the October meeting to recruit and nominate potential Steering Committee members.

Host Organization Authority and Responsibilities

- L. The Lower Hudson PRISM host organization retains the authority for financial oversight, as well as the authority to manage and implement grants, contracts and agreements that it has entered into on behalf of the Lower Hudson PRISM.
- M. The host organization will chair meetings and develop agendas as well as record and distribute minutes to the Partners.
- N. The PRISM coordinator employed by the host organization will be the key contact.

Exhibit C - Contract Deliverables

Contract No.		Name
C006865		Lower Hudson
Scope of Work Deliverable		Date Due
1	Hire PRISM Coordinator	Oct 12, 2013 (2 months after contract execution)
	Provide operational guidelines document to DEC ISU	Dec 12, 2013 (4 months after contract execution)
	Provide partnership letters of support from PRISM regional partners to DEC ISU	Aug 12, 2014 (12 months after contract execution)
	Compile and distribute PRISM meeting minutes to all partners and DEC ISU	Within one month following each meeting
2	<ul style="list-style-type: none"> Organize training sessions on invasive species identification, monitoring, management and/or prevention Compile list of volunteers, activities and hours on PRISM projects Summarize in annual report 	See annual report due date (#10)
3	<ul style="list-style-type: none"> Track list of educational programs offered, events, and materials produced Quantify number of participants Summarize in annual report 	See annual report due date (#10)
4	<ul style="list-style-type: none"> Submit all IS occurrence data collected by PRISM and results of IS control efforts to NYSIS database in accordance with NYSISD format and quality assurance / quality control Summarize in annual report 	1 month prior to end of each contract year
5	<ul style="list-style-type: none"> Consistent with PRISM capacity, support research projects within PRISM as such needs are identified. Submit PRISM research priorities to DEC ISU Include in annual report 	See annual report due date (#10)
6	Complete and submit PRISM Strategic Plan to DEC ISU	Aug 12, 2014 (12 months after contract execution)
7	Develop PRISM-specific IS Mgt Plan with prioritized objectives	As required.
8	<ul style="list-style-type: none"> Summarize IS eradication projects including name of target species, number of sites, and acres treated; Summarize post-treatment monitoring data, if any; Summarize in annual report 	See annual report due date (#10)

9	Complete/submit annual work plan to DEC ISU	Oct 12, 2013 first year; 3 months prior to each contract year for remaining years
10	Complete and submit annual report to DEC ISU	Mar 1, 2014. Jan 31 in each subsequent year
11	Coordinate access to private and public lands for invasive species management	As needed
12	<ul style="list-style-type: none"> • Provide PRISM updates or ID proxy to provide updates during monthly NYS PRISM conference calls, quarterly PRISM Coordinator calls and as needed. • Summarize in annual report 	Monthly PRISM conf calls (9/yr) Quarterly coordinator calls (4/yr)
13	<ul style="list-style-type: none"> • Support NYS ISC regular invasive species conference through planning, presentations, contributed papers, posters, and workshops; • Summarize in annual report 	See annual report due date (#10)